

# **NEPAL ELECTRICITY AUTHORITY**

(An Undertaking of Government of Nepal)



**KfW Development Bank (No.: 2015-68-112)**

**Reconstruction and Improvement of Electricity in Earthquake Affected  
Districts of Rasuwa and Nuwakot**

**Social Infrastructure Development Component**

**Rasuwa Nuwakot Distribution System Reconstruction and Improvement  
Project**

## **BIDDING DOCUMENT FOR**

**Construction works of Social Infrastructure  
Consisting of School, HealthPost, Community Building and Cultural  
Heritage**

**Single-Stage, Two-Envelope  
Bidding Procedure**

<b>Issued on:</b>	<b>26 December, 2019</b>
<b>Invitation for Bids No.:</b>	<b>NCB-REIP-SDC-2019-01</b>
<b>NCB No.:</b>	<b>NCB-REIP-SDC-2019-01</b>
<b>Employer:</b>	<b>Nepal Electricity Authority</b>
<b>Country:</b>	<b>Nepal</b>

**VOLUME 1 OF 3**

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Distribution and Consumer Service Directorate  
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# Foreword

This Standard Bidding Document for Procurement of Plant – Design, Estimation, and Construction of Building has been prepared by the Asian Development Bank (ADB) and is based on the Master Procurement Document prepared by multilateral development banks and other public international financial institutions which reflects the majority view of these institutions. This document has the structure and the provisions of the Master Procurement Document, except where ADB-specific considerations have required a change. In addition KfW -specific changes have been made to reflect KfW-specific requirements.

The SBD Plant is intended to be used for the procurement of plant through international competitive bidding when

- the contract involves the design, supply, and construction of civil Infrastructuresuch as School, Community building, Health post, Religious Places, Vegetable Collection Center etc.
- the value of the construction works represents the major part of the estimated contract value; and
- the nature and complexity of the plant such that the facilities cannot safely be taken over by the Employer without comprehensive acceptance procedures being followed.

The SBD Plant documents anticipate that the contractor is responsible for each activity required to complete the facilities, e.g., constructionand required civil works portions. However, these conditions may be adapted for single-responsibility contracts where some activities, such as parts of the preliminary design or site preparation works, are done by others.

An important feature of this SBD is that it can be used with minimum changes, as it does not contain explanatory commentary not forming part of the bidding document.

This SBD is supported by a User's Guide. The User's Guide contains detailed explanations and recommendations to Employers on how to prepare a specific bidding document for the procurement of plant and how to evaluate bids. The User's Guide is not a part of the bidding document.

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## Invitation for Bids

Date of Publication: 26<sup>th</sup> December, 2019

Grant No. and Title: 2015 68 112: Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot

Tender No. and Title: NCB-REIP-SDC-2019-01, Social Development Component (*Construction of Social Infrastructure works such like as School, Community Building, Health post, Cultural Heritage, Vegetable Collection Center*)

1. The Government of Nepal has received a Grant from the KfW Development Bank (KfW) towards the Reconstruction and Improvement of Electricity in Earthquake affected Districts Project. Part of this grant will be used for payments under the contract named above. Bidding is open to all eligible Bidders.
2. The **Nepal Electricity Authority, Distribution and Consumer Services Directorate, Planning and Technical Services Directorate, Rasuwa Nuwakot Distribution System Reconstruction and Improvement Project** invites bids from eligible bidders for the Construction works of Social Infrastructure Consisting of School, Health Post, Community Building and Cultural Heritage under National Competitive Bidding – Single Stage Two Envelope Bidding procedures.
3. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 21 of the Bidding Document.
4. Eligible Bidders may obtain further information and inspect the bidding documents at the office:

**Nepal Electricity Authority**  
**Distribution and Consumer Services Directorate,**  
**Planning and Technical Services Department, Durbar Marg, Kathmandu,**  
**Rasuwa Nuwakot Distribution System Reconstruction and Improvement Project**  
**Phone Number: 01-4153147, 01-4153141 and facsimile number: 01-4153147**  
**Email address: [rautprakash@nea.org.np](mailto:rautprakash@nea.org.np)**  
**or may visit PPMO e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) and [www.nea.org.np](http://www.nea.org.np).**

5. To purchase the bidding documents, eligible bidders should write to address above requesting the bidding documents for NCB-REIP-SDC-2019-01, Social Development Component consisting of Construction of Social Infrastructure works such like as School, Community Building, Health post, Cultural Heritage, Vegetable Collection Center in Rasuwa and Nuwakot district of Nepal under Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot.

or

Bidder who chooses to submit their bid electronically may purchase the hard copy of the bidding documents as mentioned above or may download the bidding documents for e-submission from PPMO's e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp). Bidders, submitting their bid electronically, should deposit the cost of bidding document in the Project's Rajaswa (revenue) account as specified below.

Interested bidders shall deposit the cost of bidding document amounting a non-refundable fee of NRs 10,000.00 in the following bank account.

Name of the Bank: Everest Bank Limited, Bagbazzar    Name of the Office: Nepal Electricity Authority  
Office Account No.: 04400105200628

6. Bidders shall have a minimum average annual turnover of NRs 5 Crore. Bidders are required to have satisfactory experience in at least 1 (one) contracts within the last 3 (three) years, each with a value of at least NRs 5 Crore.
7. All bids must be delivered in closed envelopes bearing the mention "Bid for NCB-REIP-SDC-2019-01, Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot, Social Development Component to the address above on or before the deadline: 12:00 hours (Nepal Standard Time) on 26 January, 2020.

8. Bids shall be opened in the presence of Bidders' representatives who choose to attend immediately after bid submission on 26 January, 2020 at the office of Nepal Electricity Authority, Distribution and Consumer Services Directorate, Planning and Technical Services Department, Durbarmarg, Kathmandu. Bids must be valid for a period of 90 days from the date of bid opening and must be accompanied by a bid security, amounting to a minimum of NRs. 27, 00,000.00, which shall be valid for 30 days beyond the validity period of the bid.
9. If the last date of submission and opening falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
10. NEA reserves the right to accept or reject any bids, partly or wholly, or cancel the bids altogether, without assigning any reason whatsoever.

# Section 1 - Instructions to Bidders

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# Section 1 - Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
  - 1.2 Throughout this Bidding Document,
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) "day" means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the the Kreditanstalt für Wiederaufbau, a German Government owned Development Bank (hereinafter called "KfW") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by KfW will be made only at the request of the Borrower and upon approval by KfW in accordance with the terms and conditions of the Financing Agreement between the Borrower and KfW (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds..
3. **Fraud and Corruption**
  - 3.1 KfW requires Borrowers (including beneficiaries of KfW-financed activity), as well as Bidders, Suppliers, and Contractors under KfW-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance, KfW
    - (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 (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an KfW investigation; (b) making false statements to investigators in order to materially impede an KfW investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding KfW's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates KfW's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of KfW sanctions, retaliation against whistleblowers or witnesses, and other violations of KfW's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of KfW-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to KfW to remedy the situation;
- 3.2 Furthermore, Bidders shall be aware of the provision stated in GCC 9.6 and GCC 42.2.1 (c).
- 3.3 KfW's Anticorruption Policy requires Borrowers (including beneficiaries of KfW-financed activity), as well as Bidders, Suppliers, and Contractors under KfW-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KfW
- (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 (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an KfW investigation; (b) making false statements to investigators in order to materially impede an KfW investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding KfW's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates KfW's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of KfW sanctions, retaliation against whistleblowers or witnesses, and other violations of KfW's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of KfW-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to KfW to remedy the situation;

#### **4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprises subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:
  - (a) all partners shall be jointly and severally liable; and
  - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of

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

- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
  - (f) a Bidder or any affiliated entity participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.
- 4.4 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.6 The borrower is entitled to exclude bidders if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country or if the bidder has been included in the list of sanctions of the United Nations, of the EU, of the German Government or in any other list of sanctions
- 4.7 In case a prequalification process has been conducted prior to the

bidding process, this bidding is open only to prequalified Bidders.

**5. Eligible Materials, Equipment and Services**

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

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

**PART I Bidding Procedures**

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

**PART II Requirements**

Section 6 –Employer's Requirements (ERQ)

**PART III Conditions of Contract and Contract Forms**

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

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

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

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in

accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
  - 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
  - 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
  - 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
  - 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
  - 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
  - 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
  - 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
  - (c) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
  - (f) Technical Proposal in accordance with ITB 16;
  - (g) Any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
  - (b) completed Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;
  - (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;
  - (d) Any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.
- 12. Letters of Bid and Schedules** 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

**13. Alternative Bids**

- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 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 indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to

offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

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

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents Comprising the Technical Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents Establishing the Qualifications of the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

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

**18. Period of Validity of Bids**

18.1 Bids shall remain valid for the 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 nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**19. Bid Security/Bid-Securing Declaration**

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.



- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
  - (b) an irrevocable letter of credit, or
  - (c) a cashier's or certified check,
- all from a reputable bank from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
  - (b) if the successful Bidder fails to
    - (i) sign the Contract in accordance with ITB 41;
    - (ii) furnish a performance security in accordance with ITB 42;
    - (iii) accept arithmetical corrections in accordance with ITB 33; or
    - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 42.
- 19.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding,

the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

## **20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of 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 mail or by hand. 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 or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID," and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;

- (b) be addressed to the Employer as provided in BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.

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

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

## **22. Deadline for Submission of Bids**

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

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23. Late Bids**

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

## **24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

## **25. Bid Opening**

25.1 The Employer shall open the Technical Bids in public at the address,

on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 25.1.
- 25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Employer may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.
- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a Bid-

Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Employer may consider appropriate.
- Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Price Bids.
- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially

concerned with such process until 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 Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.

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. Examination of Technical Bids**

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.

29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Letter of Technical Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security or Bid-Securing Declaration, if applicable; and
- (d) Technical Proposal in accordance with ITB 16.
- (e) Declaration of Undertaking

## **30. Responsiveness of Technical Bid**

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.

30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **31. Nonmaterial Nonconformities**

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

### **32. Qualification of the Bidder**

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

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

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result

into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

**33. Correction of  
Arithmetical  
Errors**

33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) Only for 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.
- (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.
- (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.

**34. Conversion to  
Single Currency**

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

**35. Margin of  
Preference**

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

**36. Evaluation of  
Price Bids**

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

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

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurements 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 33.1;
- (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 34;

(e) adjustment for nonconformities in accordance with ITB 31.3; and

(f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

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

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

36.5 If the Bid for an admeasurement 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 analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, 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 to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**37. Comparison of Bids**

37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 36.2.

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

38.1 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**

**39. Award Criteria**

39.1 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.

**40. Notification of Award**

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.

40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding and whether their bid fulfilled the general and technical procurement conditions. The Employer will publish in an English language newspaper or well-known freely accessible website the results 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 that was evaluated; (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. After publication of the award, 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, after publication of contract award, requests a debriefing.

40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

#### **41. Signing of Contract**

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

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

#### **42. Performance Security**

42.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.

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

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

## Section 2 - Bid Data Sheet

### A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: NCB-REIP-SDC-2019-01
ITB 1.1	The Employer is: <i>Nepal Electricity Authority</i>
ITB 1.1	<p>The name of the bidding process is: <i>Construction of Social Infrastructure works such like as School, Community Building, Health post, Cultural Heritage, Vegetable Collection Center under Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Project.</i></p> <p>The identification number of the bidding process is: <i>NCB-REIP-SDC-2019-01</i></p> <p>The number and identification of lots comprising this bidding process is: <i>Construction of Social Infrastructure works such like as School, Community Building, Health post, Cultural Heritage, Vegetable Collection Center under Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Project.</i></p>
ITB 2.1	The Borrower is: <i>Nepal (Nepal Electricity Authority/ Government of Nepal)</i>
ITB 2.1	The name of the Project is: <i>Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Project</i>

### B. Contents of Bidding Documents

ITB 7.1	<p>For <b>clarification purposes</b> only, the Employer's address is:</p> <p>Attention: <i>Mr. Prakash Raut</i></p> <p>Street address: <i>NEA DCSD Building, Ratnapark</i></p> <p>Floor/Room number: <i>Fourth</i></p> <p>City: <i>Kathmandu</i></p> <p>ZIP code: <i>44804</i></p> <p>Country: <i>Nepal</i></p> <p>Telephone: <i>+ 977 (01) 4153147,4153141</i></p> <p>Fax: <i>+ 977 (01) 4153147</i></p> <p>E-mail: <i>rautprakash@nea.org.np, rautprakash@gmail.com</i> Requests for clarification should be received by the Employer no later than <i>7 days</i></p>
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<b>ITB 7.4</b>	<p>A Pre-Bid meeting shall take place.</p> <p>Date: 10 January, 2020</p> <p>Time: 11:00 HRs</p> <p>Place: <i>NEA DCSD Building, Ratnapark</i></p> <p>A site visit conducted by the Employer <i>shall not</i> be organized.</p>
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### C. Preparation of Bids

<b>ITB 10.1</b>	The language of the Bid is: <i>English</i>
<b>ITB 11.2 (g)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ul style="list-style-type: none"> <li>(l) Declaration of Undertaking and Covenant of Integrity as per format enclosed at Section-4 (Bidding Forms).</li> <li>(m) In the case a bid is submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners</li> <li>(n) Business registration certificate of the Bidder, and of each Joint-venture partners. In the case of a joint venture, issued by the government or government-authorized body of the country where the Bidder or each joint venture partner is registered.</li> </ul> <p>The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Criteria for the Bidders in Section-3 Part-B and shall also include:</p> <p>The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding from the date of submission of bid. However, in case of non-availability of audited accounting statements of immediately preceding year, bidder may submit the Audited statement of accounts for last five years immediately preceding one year before the date of submission of bid with a certificate from their auditor to this effect</p> <p>[Note I. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.</p> <p>Note II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e.,</p>

	exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]
<b>ITB 11.3 (b)</b>	<p>In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for admeasurement contracts and Activity Schedule for lump sum contracts:</p> <p>Schedule 1      Materials to be supplied from abroad: Not applicable</p> <p>Schedule 2      Materials to be supplied from Employer's Country</p> <p>Schedule 3      Local Transportation, Insurance and other incidental services (including port clearance etc.) available for supply of materials: Not applicable</p> <p>Schedule 4      Construction Charges</p> <p>Schedule 5a      Training Charges for Training to be imparted abroad: Not applicable</p> <p>Schedule 5b      Training Charges for Training to be imparted within Employer's Country: Not applicable</p> <p>Schedule 5c      Maintenance Charges: Not applicable</p> <p>Schedule 6      Grand Summary</p>
<b>ITB 11.3 (d)</b>	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <p>None</p>
<b>ITB 12.1</b>	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten or if written by hand, must be in print form. Bill of Quantities and Day work Schedule not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative bids shall not be permitted.
<b>ITB 13.2</b>	<p>Alternative times for completion shall not be permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).</p>
<b>ITB 13.4</b>	<p>Alternative technical solutions shall be permitted for the following parts of the Works: None</p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).</p>
<b>ITB 14.5</b>	The prices quoted by the Bidder shall not subject to adjustment during the performance of the Contract.
<b>ITB 14.7</b>	Taxes have always to be designated separately in the financial offer.

<b>ITB 15.1</b>	The prices shall be quoted by the bidder and shall be paid in: <i>Nepalese Currency</i> <i>All the additional costs regarding currency risks will be borne by NEA</i>
<b>ITB 18.1</b>	The bid validity period shall be <i>90 days</i> .
<b>ITB 19.1</b>	The Bidder shall furnish a bid security in the amount of <b>NRS 2,700,000.00</b> . The bid security must be submitted in the form provided in the bidding document
<b>ITB 19.2</b>	The ineligibility period will be: <i>Not Applicable</i>
<b>ITB 19.4</b>	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within <i>7 days</i> of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 20.1</b>	In addition to the original Bid, the number of copies is: <i>One</i>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of power of attorney (either notarized or attested by the appropriate authority in the Bidder's home country) The Power of Attorney shall indicate that the person signing the Bid has the authority to sign the Bid and the Bid is binding upon the bidder during the full period of its validity. In case of a Joint venture Bid, the <i>Power of Attorney</i> shall be signed by the <i>appropriate official of each of the JV</i> partner.
<b>ITB 20.2</b>	The Bidder shall submit an acceptable authorization within <b>7 (Seven)</b> days.

#### D. Submission and Opening of Bids

<b>ITB 21.1</b>	Bidders <i>shall</i> have the option of submitting their Bids electronically.
<b>ITB 21.1 (b)</b>	Bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be as follows: <ul style="list-style-type: none"> <li>i. The bidder is required to register in the e-GP system <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a> following the procedure specified in e-GP guideline.</li> <li>ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.</li> <li>iii. The registered bidders need to maintain their profile data</li> </ul>

- required during preparation of bids.
- iv. In order to submit their bids, the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.
  - v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.
  - vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.
  - vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

**The required forms and documents shall be part of technical bids.**

No	Document	Requirement	Remarks
1.	Letter of Technical Bid	Mandatory	PDF
2.	Bid Security/Bank Guarantee	Mandatory	PDF
3.	Company registration	Mandatory	PDF
4.	VAT registration	Mandatory for domestic bidders	PDF
5.	Business Registration Certificate	Mandatory	PDF
6.	Tax clearances certificate or evidence of tax return submission	Mandatory for domestic bidders	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Bank Voucher for cost of bid document	Mandatory	PDF
9.	Joint venture agreement	Mandatory in case of JV Bids Only	PDF
10.	Qualification Documents	Mandatory	Using profile data (financial details, contract details etc.) and Technical Proposal

	<table><tr><td>11.</td><td>Additional documents specified in ITB 11.2 (h)</td><td>If applicable</td><td>PDF</td></tr></table> <p><b>The required forms and documents shall be part of price bids.</b></p> <table><tr><th>No</th><th>Document</th><th>Requirement</th><th>Remarks</th></tr><tr><td>1.</td><td>Letter of Price Bid</td><td>Mandatory</td><td>PDF</td></tr><tr><td>2.</td><td>Completed Bill of Quantities (BoQ)</td><td>Mandatory</td><td>PDF</td></tr><tr><td>3.</td><td>Price Adjustment Table</td><td>If applicable</td><td>PDF</td></tr><tr><td>4.</td><td>Additional Documents specified in ITB 11.3 (d)</td><td>If applicable</td><td>PDF</td></tr></table> <p><i>Note: The documents specified as “Mandatory” should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.</i></p> <p>viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.</p> <p>ix. For verifying the authentic user, the system will send one-time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.</p> <p>x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.</p> <p>xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</p> <p>aa) The e-submitted bids must be readable through PDF reader.</p> <p>bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</p> <p>cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p>	11.	Additional documents specified in ITB 11.2 (h)	If applicable	PDF	No	Document	Requirement	Remarks	1.	Letter of Price Bid	Mandatory	PDF	2.	Completed Bill of Quantities (BoQ)	Mandatory	PDF	3.	Price Adjustment Table	If applicable	PDF	4.	Additional Documents specified in ITB 11.3 (d)	If applicable	PDF
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2.	Completed Bill of Quantities (BoQ)	Mandatory	PDF																						
3.	Price Adjustment Table	If applicable	PDF																						
4.	Additional Documents specified in ITB 11.3 (d)	If applicable	PDF																						
ITB 22.1	<p>For <b><u>bid submission purposes</u></b> only, the Employer's address is:</p> <p>Attention: <i>Mr. Prakash Raut</i></p> <p>Street address: <i>NEA DCSD Building, Ratnapark</i></p> <p>Floor/Room number: <i>Fourth</i></p> <p>City: <i>Kathmandu</i></p>																								



	<p>ZIP code: <i>44804</i></p> <p>Country: <i>Nepal</i></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: 26 January, 2020</p> <p>Time: 12:00 HRs</p> <p>In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p>
<b>ITB 25.1</b>	<p>The opening of the Technical Bid shall take place at:</p> <p>Street address: <i>NEA DCSD Building, Ratnapark</i></p> <p>Floor/Room number: <i>Fourth</i></p> <p>City : <i>Kathmandu</i></p> <p>Country: <i>Nepal</i></p> <p>Date: 26 January, 2020</p> <p>Time: <i>Immediately after the deadline for Bid Submission</i></p>
<b>ITB 25.1</b>	<p>If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be:</p> <p>The Employer shall download the e-submitted Technical Bid. The e-GP system allows the Employer to download the e-submitted technical bid only after bid opening date and time after login simultaneously by at least two members of the Bid Opening Committee.</p> <p>Electronically submitted Technical Bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted technical bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p> <p>The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.</p> <p>At first Electronically submitted Price Bids from substantially responsive bidders shall be open. Electronic Bids shall be opened one by one and read out. After opening of electronic submitted bids non electronic bids shall be open simultaneously.</p>
<b>ITB 25.5</b>	<p>The Letter of Technical Bid shall be initialed by <i>3 (Three)</i> representatives of the Employer attending the Bid opening.</p>
<b>ITB 25.10</b>	<p>The Letter of Price Bid and Schedules shall be initialed by <i>3 (Three)</i> representatives of the Employer attending the Bid opening.</p> <p>The opening of the Financial Bid shall take place at:</p>

	<p>Street address: <i>NEA DCSD Building, Ratnapark</i></p> <p>Floor/Room number: <i>Fourth</i></p> <p>City : <i>Kathmandu</i></p> <p>Country: <i>Nepal</i></p> <p>Date:</p> <p>Time: <i>Immediately after the approval of Technical Bid evaluation.</i></p>
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### E. Evaluation and Comparison of Bids

<b>ITB 34.1</b>	Not applicable.
<b>ITB 35.1</b>	A margin of preference <i>shall not</i> apply.

# Section 3 - Evaluation and Qualification Criteria

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## 1. Evaluation

In addition to the criteria listed in ITB 36.2 (a)–(e), other relevant factors are as follows:

### 1.1 Adequacy of Technical Proposal

*Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to 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 6 (Employer's Requirements).*

*Non-compliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.*

### 1.2 Completion Time

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

*Time to complete the works from the effective date specified in Article 3 of the Contract Agreement for determining the time for completion is: 15 months. No credit will be given for earlier completion.*

*The time for the delivery of the Ambulance will be 2 months.*

*Bids offering completion beyond the named period will be rejected.*

### 1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: Not applicable

### 1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 36.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.”

### 1.5 Margin of Preference

If a margin of preference shall apply under ITB 35.1, the procedure will be as follows as:

*Applicable*

### 1.6 Multiple Contracts

*Not applicable*

## 2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below.

### 2.1 Eligibility

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

#### 2.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI -1; ELI -2 with attachments
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#### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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#### 2.1.3 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI -1, ELI - 2 with attachments
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#### 2.1.4 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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## 2.2 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.

### 2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than <i>50 (Fifty) percent</i> of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last <i>3(three) years</i> to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

### 2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of <i>NRS 5 Crore</i> calculated as total certified payments received for contracts in progress or completed, within the <i>3 (Three) years</i> .	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40 % of the requirement	Form FIN - 2

### 2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>For Single Entities:</p> <p>The Bidder must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract of <i>NRS 2 Crore</i>.</p>	must meet requirement	not applicable	not applicable	not applicable	Form FIN – 3 and Form FIN – 4
<p>For Joint Ventures:</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its own current contract commitments defined in FIN-4, meet or exceed its required share of <i>40 %</i> from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	not applicable	must meet requirement	Form FIN – 3 and Form FIN – 4
<p>(2) Each partner must demonstrate that its financial resources defined in FIN-3, less its financial obligations for its own current contract commitments defined in FIN-4, meet or exceed its required share of <i>25 %</i> from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	must meet requirement	not applicable	Form FIN – 3 and Form FIN – 4
<p>(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN-3, less all the partners' total financial obligations for the current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract of <i>NRS 2 Crore</i>.</p>	not applicable	must meet requirement	not applicable	not applicable	Form FIN – 3 and Form FIN – 4



## 2.4 Construction Experience

### 2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Participation in at least one contract that has been successfully or substantially completed within the <i>last three (3) years</i> and that is similar to the proposed works, where the value of the Bidder's participation exceeds <i>NRS 5 Crore</i>. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).</p> <div></div>	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP -1

## 2.4.2 Construction Experience in Key Activities

(May be complied with by specialist subcontractors. The employer shall require evidence of the subcontracting agreement from the bidder. A specialist subcontractor is a specialist enterprise engaged for highly specialized processes, which the main contractor cannot provide.)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements <sup>a</sup>	not applicable	not applicable	Form EXP-2
a)The Bidder shall have successfully executed as a prime contractor, management contractor, sub-contractor construction of <i>at least 3 nos. of civil structures within the last seven (7) years, as of the last date of bid submission</i>	must meet all requirements	must meet all requirements	<i>Must have executed construction of at least 1 nos. of civil infrastructures such as buildings.</i>	<i>Must have executed construction of at least 2 nos. of civil infrastructures such as buildings.</i>	

<sup>a</sup> In the case of a joint venture bidder, at least one of the partners must have the experience in the key activity if the bidder itself (not its subcontractor) will carry out the relevant activity.

## Section 4 - Bidding Forms

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

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## Letter of Technical Bid

**-- Note --**

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

Date: .....

NCB No.: .....

Invitation for Bid No.: .....

To: [. . . insert complete name of the employer . . .]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to design, manufacture, test, deliver, install, pre-commission, and commission in conformity with the Bidding Document the following Plant and Services: [. . . insert narrative . . .]
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [. . . insert bid validity period as specified in ITB 20.1 of the BDS . . .] 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.
- (d) We, including any Subcontractors or Manufacturers for any part of the Contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2.
- (e) 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.
- (f) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by KfW, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>
- (i) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

<sup>1</sup> Use one of the two options as appropriate.

## Letter of Price Bid

### **-- Note --**

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

Date: .....

NCB No.: .....

Invitation for Bid No.: .....

To: [. . . insert complete name of the employer . . .]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to design, manufacture, test, deliver, install, pre-commission, and commission in conformity with the Bidding Document the following Plant and Services: [. . . insert narrative . . .]
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is the sum of

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

*The total bid price from the Grand Summary (Schedule No. 6 should be entered by the Bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows: [. . . insert discounts and methodology for their application if any . . .]
- (e) Our Bid shall be valid for a period of [. . . insert bid validity period as specified in ITB 20.1 of the BDS . . .] days from the date fixed for the 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) 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.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....



# Price Schedules

## PREAMBLE

### General

1. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
2. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

### Pricing

3. The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any alterations necessary due to errors, etc., shall be initialed by the Bidder.

As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.

4. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document.

For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements) or elsewhere in the Bidding Document.

5. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
6. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

## Tables of Adjustment Data

*Not Applicable.*

# Bid Security

## Bank Guarantee

Address of guarantor bank:

.....  
 .....

Address of beneficiary (contracting agency):

.....  
 .....

We, the undersigned ..... (Guarantor), in order to enable ..... to bid for ..... (Project, object of contract), hereby irrevocably and independently guarantee to pay to you an amount up to a total of ..... waiving all objections and defences.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm ..... is no longer prepared to abide by this bid.

This guarantee shall expire no later than .....

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of .....

.....

Date

.....

Guarantor

### **- Note -**

*In case of a joint venture, the bid security/ Bid Bond must be in the name of all partners to the joint venture that submits the bid.*

## Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>1</sup>.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of @ (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....  
(Place)                      (Date)

.....  
(Name of company)

.....  
(Signature(s))

<sup>1</sup> See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"

## Covenant of Integrity

*to the Promoter from a Tenderer, Contractor, Supplier or Consultant to be attached to its Tender (or to the Contract in the case of a negotiated procedure)*

I [Name], in my function as [function/position held] in [name of the company] and duly authorized representative for the signature of the contract to be signed for [title of the call for tender or the contract] hereby declare that we observe the highest standards of ethics during the procurement and, if we are successful in our tender, the performance of the contract and have not engaged nor will engage in, or have been convicted of, any fraud, corruption, collusion or other malpractice. Where convictions occurred, details of the conviction and remedial measures are provided. If such events should occur in the future, we hereby undertake to so inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] immediately.

Moreover, neither our company<sup>1</sup> nor any entity member of the joint venture or of the consortium or any one acting on our behalf, such as sub-contractors, is the subject of a current exclusion /has been the subject of any debarment, exclusion or other sanctioning decision by any of the Participating MRI Partners on the grounds of corruption, collusion, fraud or other malpractice<sup>2</sup> and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation was to occur at a later stage.

I also declare that neither our company nor any entity member of the joint venture or of the consortium is currently included /has been included on the list of financial sanctions (including in particular the fight against financing of terrorism) adopted by the United Nations, the EU financial or any national sanction<sup>3</sup> list which is binding for any the MRI Partners and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation were to occur at a later stage.

We acknowledge that in the event our company or any entity member of the joint venture or of the consortium i/ is, after this Covenant of Integrity or the contract have been signed, added to any financial sanctions list or debarment or sanctioning decision enumerated above or ii/ made a false statement in the Covenant of Integrity, the contract may not be eligible for funding by one or more of the Participating MRI Partners (AFD, EIB, KfW). We commit not to procure goods and services from countries which are under an embargo which is binding upon any of [AFD, EIB, KfW – mention the Participating MRI Partners for the project concerned].

<sup>1</sup> For the purposes of these provisions “company” or “entity” shall include directors, employees, agents.

<sup>2</sup> Corrupt, collusive, fraudulent or coercive or obstructive practice are defined in EIB's Guide to Procurement; for KfW: See "Guidelines for the Assignment of Consultants in German Financial Cooperation" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries "; for AFD, see " General Policy for combating corruption, fraud, anti-competitive practices, money laundering and terrorist financing" and "Guidelines for the procurement of AFD-financed contracts in foreign countries".

<sup>3</sup> i.e. French sanction list for AFD, German sanction list for KfW.

We also acknowledge that, in the afore-mentioned events, [Promoter] is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, such events may lead to termination of the contract, in accordance with the terms of the contract.

In the event that we are awarded the contract, we grant the Participating MRI Partners and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors, under the contract, as well as joint venture/consortium partners. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the contract.

I declare that our company / consortium undertakes to comply with labour laws and national and international standards of environmental protection, health and safety applicable in the jurisdiction / country of implementation of the Project, including those contained in any relevant International Labour Organization (ILO) conventions and international agreements on environmental protection, as well as with mitigation measures of the Environmental and Social Management Plan if applicable.

.

.....

**(Place)**

**(Date)**

**(Signature)**

# Technical Proposal

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Personnel**

**Equipment**

**Time Schedule**

**Form - Deviation & Exceptions to the Provisions**

## Site Organization



## Method Statement

## Mobilization Schedule

**Construction Schedule**

## Personnel

### Form PER – 1: Proposed Personnel

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

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

-- Note --

\* As listed in Section 6 (Employer's Requirements).

## Form PER – 2: Resume of Proposed Personnel

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

Position		
Personnel information	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 in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

## Equipment

### Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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



## Time Schedule

To be used by Bidder when alternative Time for Completion is invited in ITB 13.2.



## 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. If the bidding was preceded by a prequalification process then the forms included in this section and used earlier during the prequalification process need to be completed only if the information submitted at the time of prequalification requires updating.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of a Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s), e- mail address)	
<p><b>Attached are copies of the following documents:.</b></p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately. Subcontractor must fill out this form.

Joint Venture Information	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's or Subcontractor's legal name</b>	
<b>Joint Venture Partner's or Subcontractor's country of constitution</b>	
<b>Joint Venture Partner's or Subcontractor's year of constitution</b>	
<b>Joint Venture Partner's or Subcontractor's legal address in country of constitution</b>	
<b>Joint Venture Partner's or Subcontractor's authorized representative information</b> (name, address, telephone number(s), fax number(s), e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</li> </ul>	

Subcontractors are those listed in Technical Proposal – Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services.

### Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

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

Joint Venture Partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

**- Note -**

*This form shall only be included if Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

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

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous 3 Years [US\$ Equivalent*]		
Year 1:	Year 2:	Year 3:

**Information from Balance Sheet**

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
-----------------------------	--	---

**Information from Income Statement**

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_\_\_ years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

*\* converted to equivalent US\$ considering the rate of exchange (Selling) published by Nepal Rashtira Bank (Central bank of Nepal) at the end of the period reported above.*

**Form FIN - 2: Average Annual Turnover**

Each Bidder must fill out this form.

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

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

Joint Venture Partner: \_\_\_\_\_

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency	Exchange Rate*	US\$ Equivalent
Average Annual Turnover			

*\* converted to equivalent US\$ considering the rate of exchange (Selling) published by Nepal Rastra Bank (Central bank of Nepal) at the end of the period reported above.*

**Form FIN – 3: Availability of Financial Resources**

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

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

Joint Venture Partner: \_\_\_\_\_

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line <sup>a</sup>	
3	Other Financial Resources	
Total Available Financial Resources		

<sup>a</sup> To be substantiated by a letter from the bank issuing the line of credit.

**Form FIN- 4: Financial Requirements for Current Contract Commitments**

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

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

Joint Venture Partner: \_\_\_\_\_

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

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

<sup>b</sup> Remaining contract period to be calculated from 28 days prior to bid submission deadline.



**Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section 3)**

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC  $\geq$  Requirement for the Subject Contract" must be satisfied to qualify.

**Form FIN - 5A: For Single Entities**

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

**Form FIN - 5B: For Joint Ventures**

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

**- Note -**

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

**Form EXP – 1: Contracts of Similar Size and Nature**

Fill out 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		
		\$
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		

**Form EXP - 2: Experience in Key Activities**

Fill out 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	\$	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		

**Form EXP - 3: Subcontractors**

Fill out one (1) form per contract.

Contract for the Major Items		
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		
		\$
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Major Items in Accordance with Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria)		



### Form (JV): Power of Attorney for Joint Venture

**(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of .....(\*)/intend to form a Joint Venture(\*) [(\*) delete whichever is not applicable] and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package ..... the bids for which have been invited by [Nepal Electricity Authority](#) incorporated under the laws of Nepal and having its [Central Office at Durbar Marg, Kathmandu, Nepal](#) (hereinafter called the 'Employer') to undertake the following acts :

- i) To sign and submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him/her/them by the Partner In-Charge,

It is clearly understood that all the partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of ..... under the Common Seal(s) of their Companies.

for and on behalf of the  
Partners of Joint Venture

.....  
.....

The Common Seal of the above Partners of the Joint Venture :

The Common Seal has been affixed there unto in the presence of :

WITNESS

1.     Signature.....  
       Name .....  
       Designation .....  
       Occupation .....
2.     Signature.....  
       Name .....  
       Designation .....  
       Occupation .....

### Form (JV): Undertaking by the Joint Venture Partners

**(On Non-Judicial Stamp Paper of Appropriate Value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)**

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and ..... by..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns ) and M/s..... a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract"\_{in case of award}] against the Specification No.....for ..... (Package) ..... associated with ..... of Nepal Electricity Authority, a Company incorporated under the Laws of Nepal and having its Central Office at Durbar Marg, Kathmandu, Nepal (hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated .....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under ..... (Package) ..... associated with .....

AND WHEREAS Clause 4.1, Section-ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria forming part of the bidding documents, inter-alia, stipulates that an Undertaking of two or more qualified partners, meeting the requirements of 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 4.1 (a) and (b) of ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria and in such a case, the Letter of Bid (Bid Form) shall be signed by the Partner –In Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

*The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.*

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 4.1, Section-ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the



- design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
  3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
  4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
  5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (to be suitably appended by the Parties alongwith this undertaking in its bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
  6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
  7. ***This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.***
  8. ***In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.***
  9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....  
has been affixed in my/ our  
presence pursuant to Board of  
Director's Resolution dated .....

For Lead Partner (Party No.-1)  
For and on behalf of M/s  
.....

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....

Common Seal of .....  
has been affixed in my/ our  
presence pursuant to Board of  
Director's Resolution dated .....

For Party No.-2  
For and on behalf of M/s.....

Name .....

(Signature of the authorized  
representative)

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

Common Seal of .....  
has been affixed in my/ our  
presence pursuant to Board of  
Director's Resolution dated .....

For Party No.-3  
For and on behalf of M/s.  
.....

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....

### Form (JV): Letter of Intent by JV Partners to enter Into JV Agreement

THIS LETTER OF INTENT signed on this..... day of..... Two Thousand and .....by..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns ) and M/s..... a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No.....for (Package) ..... associated with ..... of Nepal Electricity Authority, a Company incorporated under the Laws of Nepal and having its Central Office at Durbar Marg, Kathmandu, Nepal (hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint Venture Agreement

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under ..... (Package) ..... associated with .....

AND WHEREAS Clause 4.1, Section-ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria forming part of the bidding documents, inter-alia, stipulates that two or more qualified partners, meeting the requirements of 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria, as applicable may bid, provided, they submit a Letter of Intent to enter into Joint Venture Agreement and the Joint Venture Partners fulfill all other requirements under Clause 4.1 (a) and (b) of ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria and in such a case, the Letter of Bid (Bid Form) shall be signed by all the proposed partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract by entering into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners and all obligations hereunder.

*The above clause further states that this Letter of Intent shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.*

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated..... by Party No.1 based on this Letter of Intent between all the parties; under these presents and the bid in accordance with the requirements of Clause 4.1, Section-ITB and 'Qualification Requirement of the Bidder', Section-Evaluation and Qualification Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Letter of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the

Contract for which we shall enter into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners:

2. If the Contract is awarded to Joint Venture then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of the Deed of Undertaking to the Employer in the event of award of Contract on the Joint Venture, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (to be suitably appended by the Parties alongwith this Letter of Intent in its bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture.
6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture, other than the express provisions of the Contract.
7. ***This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.***
8. ***In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.***
9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....  
has been affixed in my/ our

For Lead Partner (Party No.-1)  
For and on behalf of M/s

presence pursuant to Board of .....  
 Director's Resolution dated .....

Name .....  
 Designation .....

Signature ..... (Signature of the authorized  
 representative)

WITNESS :

I. ....

II. ....

Common Seal of .....  
 has been affixed in my/ our  
 presence pursuant to Board of  
 Director's Resolution dated .....

For Party No.-2  
 For and on behalf of M/s.....

Name ..... (Signature of the authorized  
 representative)

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

Common Seal of .....  
 has been affixed in my/ our  
 presence pursuant to Board of  
 Director's Resolution dated .....

For Party No.-3  
 For and on behalf of M/s.  
 .....

Name .....

Designation .....

Signature ..... (Signature of the authorized  
 representative)

WITNESS :

I. ....

II. ....

## Section 5 - Eligible Countries

This section contains the list of eligible countries.

Bidders (of Nepal) may submit bids if none of the following reasons for exclusion apply:

1. The country of origin is ruled out by sanctions issued by the German Government or the Government of Nepal.
2. The Bidder is or was involved as a consultant in the preparation or implementation of the project.
3. The same applies to an enterprise or an individual that is closely connected to the Bidder under a company group or a similar business link, or to several enterprises or individuals associated correspondingly (exception: In BOT projects or turnkey projects a participation of future suppliers or manufacturers may even be desirable).
4. The Bidder is legally barred from the procurement process in the country of the contracting agency on the grounds of previous violations of regulations on fraud and corruption.
5. The bidder is listed in the Central Exclusion Database, maintained by Funding Agency(ies).

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# Specifications

(Detailed in Technical Specification Volume 2)



# Drawings

(Detailed in Technical Specification Volume 2)

## Supplementary Information

## Personnel Requirements

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

No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager	6	4
2	Civil Engineer	5	3
3	Civil Supervisor	5	3

## Equipment Requirements

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

No.	Equipment Type and Characteristics	Minimum Number Required
1	General Purpose Truck (Minimum 10 Ton capacity)	1
2	Concrete Mixture	2

## **Section 7 - General Conditions of Contract**

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## General Conditions of Contract

### A. General

#### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1[Appointment of Adjudicator] hereunder.
- (d) **Bank** means the financing institutions named in the **Particular Conditions of Contract (PCC)**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC 51.1[Compensation Events] hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 69.1 [Completion].
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by the Project Manager upon correction of defects by the



Contractor.

- (p) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
- (q) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (u) **In writing** or **written** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (v) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (w) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (x) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (y) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (z) **Party** means the Employer or the Contractor, as the context requires.
- (aa) **PCC** means Particular Conditions of Contract.
- (bb) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) The **Project Manager** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (dd) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
- (ee) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may

include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

- (ff) The **Site** is the area defined as such in the **PCC**.
- (gg) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (hh) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ii) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (jj) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (kk) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ll) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (mm) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

## 2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Contract Agreement,
  - (b) Letter of Acceptance,
  - (c) Letter of Bid,
  - (d) Particular Conditions of Contract,
  - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
  - (f) General Conditions of Contract,
  - (g) Specifications,

- (h) Drawings,
  - (i) Completed Activity Schedules or Bill of Quantities, and
  - (j) any other document listed in the **PCC** as forming part of the Contract.
- 3. Language and Law**
  - 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
  - 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
    - (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
- 4. Contract Agreement**
  - 4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
- 5. Assignment**
  - 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party
    - (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
    - (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
- 6. Care and Supply of Documents**
  - 6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
  - 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
  - 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
  - 6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

## 7. Confidential Details

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

## 8. Compliance with Laws

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

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| <b>9. Joint and Several Liability</b>        | 9.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.   |
| <b>10. Project Manager's Decisions</b>       | 10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.   |
| <b>11. Delegation</b>                        | 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.   |
| <b>12. Communications</b>                    | 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.   |
| <b>13. Subcontracting</b>                    | 13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.  |
| <b>14. Other Contractors</b>                 | 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the <b>PCC</b> . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.  |
| <b>15. Personnel and Equipment</b>           | <p>15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.</p> <p>15.3 If the Employer, Project Manager, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.</p> |
| <b>16. Employer's and Contractor's Risks</b> | 16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.   |

**17. Employer's Risks**

- 17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.

**18. Contractor's Risks**

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

**19. Insurance**

- 19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **PCC** for the following events, which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 19.5 Both parties shall comply with any conditions of the insurance policies.
- 20. Site Investigation Reports**
- 20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **PCC**, supplemented by any information available to the Contractor.
- 21. Contractor to Construct the Works**
- 21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 22. The Works to Be Completed by the Intended Completion Date**
- 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 23. Designs by Contractor and Approval by the Project Manager**
- 23.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.
- 23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 23.3 The Contractor shall be responsible for design of Temporary Works.
- 23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 24. Safety**
- 24.1 The Contractor shall be responsible for the safety of all activities on the Site.

- 25. Discoveries** 25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 26. Possession of the Site** 26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 27. Access to the Site** 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 28. Instructions, Inspections, and Audits** 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit KfW to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by KfW. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from KfW.
- 29. Appointment of the Adjudicator** 29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the **PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
- 30. Procedure for Disputes** 30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.



30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

30.3 The Adjudicator shall be paid by the hour at the rate specified in the **PCC**, together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the **PCC**.

### **B. Staff and Labor**

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

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

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

**34. Nondiscrimination and Equal Opportunity** 34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training,

promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

### C. Time Control

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| <b>35. Program</b>                                   | <p>35.1 Within the time stated in the <b>PCC</b>, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>35.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the <b>PCC</b>. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the <b>PCC</b> from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p> |
| <b>36. Extension of the Intended Completion Date</b> | <p>36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>   |
| <b>37. Acceleration</b>                              | <p>37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the</p>  |

Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

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

**38. Delays Ordered by the Project Manager**

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

**39. Management Meetings**

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

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

**40. Early Warning**

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

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

**D. Quality Control**

**41. Identifying Defects**

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

**42. Tests**

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

**43. Correction of**

43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at

**Defects** Completion, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

**44. Uncorrected Defects**

44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

**E. Cost Control**

**45. Contract Price**

45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

**46. Changes in the Contract Price**

46.1 In the case of an admeasurement contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

**47. Variations**

47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall

be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

#### **48. Cash Flow Forecasts**

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

#### **49. Payment Certificates**

- 49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 49.3 The value of work executed shall be determined by the Project Manager.
- 49.4 The value of work executed shall comprise,
  - (a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
  - (b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

## **50. Payments**

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

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

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

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

## **51. Compensation Events**

51.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly

and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

## 52. Tax

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

## 53. Currencies

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

## 54. Price Adjustment

54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the

payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

where:

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

$A_c$  and  $B_c$  are coefficients<sup>1</sup> specified in the **PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

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

## 55. Retention

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

## 56. Liquidated Damages

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

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



rates specified in GCC 50.1 [Payments].

#### **57. Bonus**

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

#### **58. Advance Payment**

58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC**, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

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

#### **59. Securities**

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

#### **60. Dayworks**

60.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within 2 days of the work being done.

60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

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

### **F. Force Majeure**

- 62. Definition of Force Majeure** 62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance,
- (a) which is beyond a Party's control;
  - (b) which such Party could not reasonably have provided against before entering into the Contract;
  - (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
  - (d) which is not substantially attributable to the other Party.
- 62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
  - (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
  - (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
  - (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
  - (e) natural catastrophes such as earthquake, hurricane, typhoon, or volcanic activity.
- 63. Notice of Force Majeure** 63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 63.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the

other Party under the Contract.

**64. Duty to Minimize Delay**

64.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.

64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

**65. Consequences of Force Majeure**

65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Subclause 30.1 [Procedure for Disputes] to

- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and
- (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].

65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.

**66. Force Majeure Affecting Subcontractor**

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

**67. Optional Termination, Payment and Release**

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

67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which

have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;

- (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

#### **68. Release from Performance**

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

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

### **G. Finishing the Contract**

#### **69. Completion**

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

#### **70. Taking Over**

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

#### **71. Final Account**

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

Contractor and issue a payment certificate.

## 72. Operating and Maintenance Manuals

- 72.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC**.
- 72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **PCC** pursuant to GCC 72.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in the **PCC** from payments due to the Contractor.

## 73. Termination

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

73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

#### **74. Fraud and Corruption**

74.1 KFW's Anticorruption Policy requires Borrowers (including beneficiaries of KFW-financed activity), as well as Contractors, Subcontractors, Manufacturers, and Consultants under KFW-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KFW

(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 (a) deliberately destroying, falsifying, altering, or concealing of evidence material to a KFW investigation; (b) making false statements to investigators in order to materially impede a KFW investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding KFW's contractual rights of audit or access to information; and
- (vi) "integrity violation" is any act which violates KFW's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of KFW sanctions, retaliation against whistleblowers or witnesses, and other violations of KFW's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder

recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of KFW-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to KFW to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with KFW's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>2</sup> in KFW-financed, -administered, or -supported activities or to benefit from an KFW-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

## 75. Payment upon Termination

75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## 76. Property

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

<sup>2</sup> Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one which either has been (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the Bidder's prequalification application or the bid; or (ii) appointed by the Employer.

- 77. Release from Performance**
- 77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.
- 78. Suspension of KfW Grant**
- 78.1 In the event that KfW suspends the Grant to the Employer, from which part of the payments to the Contractor are being made,
- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received KfW's suspension notice.
  - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.
- 79. Eligibility**
- 79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
- 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.



## **Section 8 - Particular Conditions of Contract**

## Particular Conditions of Contract

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institutions is <i>Kreditanstalt für Wiederaufbau (KfW)</i>
<b>GCC 1.1 (r)</b>	The Employer is <i>Nepal Electricity Authority</i>
<b>GCC 1.1 (w)</b>	The Intended Completion Date for the whole of the Works shall be <i>15 Months</i>
<b>GCC 1.1 (cc)</b>	The Project Manager is <i>Mr. Prakash Raut</i>
<b>GCC 1.1 (ff)</b>	The Site is located at <i>Rasuwa &amp; Nuwakot Districts</i> and is defined in drawings No.
<b>GCC 1.1 (ii)</b>	The Start Date shall be <i>March 2020</i>
<b>GCC 1.1 (mm)</b>	The Works consist of <i>Social Infrastructures such as School Building, Community Buildings, Temples, Health Post, Water Supply, Vegetable Collection Centre etc.</i>
<b>GCC 2.2</b>	Sectional Completions are: <i>Not applicable</i>
<b>GCC 2.3(j)</b>	The following documents also form part of the Contract: <i>Additional works asked by the Employer</i>
<b>GCC 3.1</b>	The language of the contract is <i>English</i> The law that applies to the Contract is the law of <i>Nepal</i>
<b>GCC 11.1</b>	The Project Manager <i>can</i> delegate any of his duties and responsibilities.
<b>GCC 14.1</b>	Schedule of other contractors: <i>Not Applicable</i>
<b>GCC 18.1</b>	Consequential Damages <i>will be</i> excluded from the liabilities of the Contractor
<b>GCC 19.1</b>	The minimum insurance amounts and deductibles shall be: <ul style="list-style-type: none"> <li>(a) for loss or damage to the Works, Plant and Materials: <i>110% of the Contract Amount</i></li> <li>(b) for loss or damage to Equipment: <i>110% of the Contract Amount</i></li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract</li> <li>(d) for personal injury or death:               <ul style="list-style-type: none"> <li>(i) of the Contractor's employees: <i>NRS 1,000,000</i></li> <li>(ii) of other people: <i>NRS 1,000,000</i></li> </ul> </li> </ul>
<b>GCC 20.1</b>	Site Investigation Reports are: <i>Location of Project area</i>

<b>GCC 23.1</b>	The following shall be designed by the Contractor: <i>Temporary works, Modifications in the design provided by Employer as per site conditions</i>
<b>GCC 26.1</b>	The Site Possession Date(s) shall be: <i>April 2020</i>
<b>GCC 29.1</b>	Appointing Authority for the Adjudicator: <i>Nepal Council of Arbitration (NEPCA)</i>
<b>GCC 30.3</b>	The Adjudicator shall be paid by the hour at the rate of: <i>As per NEPCA Schedule of Adjudication Fees</i> The reimbursable expenses are: <i>Not Applicable</i>
<b>GCC 30.4</b>	Institution whose arbitration procedures shall be used:  (a) <b>Contracts with domestic contractors:</b>  Arbitration shall be conducted in accordance with the laws of the Employer's country. Any dispute, controversies or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be decided by arbitration in accordance with Arbitration Act 2055 B.S. and Arbitration Procedure Rules made under the act. The process of arbitration shall be as prescribed by the Nepal law or as agreed by the Employer & the Contractor.  Place of Arbitration shall be Kathmandu at a place as agreed by the Employer and the Contractor. Kathmandu District Court shall be the court of competent jurisdiction in all matters of this contract.
<b>GCC 34.2</b>	The following sentence shall apply:  <b>Respectful Work Environment</b>  The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.  The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.

<b>C. Time Control</b>	
<b>GCC 35.1</b>	The Contractor shall submit for approval a Program for the Works within <b>30</b> days from the date of the Letter of Acceptance.
<b>GCC 35.3</b>	The period between Program updates is <b>30</b> days. The amount to be withheld for late submission of an updated Program is <b>5 %</b> .
<b>D. Quality Control</b>	
<b>GCC 43.1</b>	The Defects Liability Period is: <b>365</b> days.
<b>E. Cost Control</b>	
<b>GCC 53.1</b>	The currency of the Employer's country is: <b>Nepalese Rupees</b>
<b>GCC 54.1</b>	The Contract <b>shall</b> subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients <b>shall</b> apply. The coefficients and indexes for adjustment of prices in local and international currencies shall be as specified in the Table(s) of Adjustment Data submitted together with the Letter of Bid.
<b>GCC 55.1</b>	The proportion of payments retained is: <b>5%</b>
<b>GCC 56.1</b>	The liquidated damages for the whole of the Works are <b>0.05% of the Contract Amount</b> per day. The maximum amount of liquidated damages for the whole of the Works is <b>10%</b> of the final Contract Price.
<b>GCC 57.1</b>	The Bonus for the whole of the Works is <b>0.05%</b> per day. The maximum amount of Bonus for the whole of the Works is <b>10%</b> of the final Contract Price.
<b>GCC 58.1</b>	The Advance Payments shall be <b>10%</b> and shall be paid to the Contractor no later than <b>28 days from Signing of Contract against an unconditional bank guarantee equal to the advance payment. The Interim payments shall account for 80% on Monthly basis as per the running bill submitted by the Contractor based on Joint Site Measurement.</b>
<b>GCC 58.3</b>	Repayment of the Advance Payments shall be: <b>25%</b> from each payment certificate.
<b>GCC 59.1</b>	The Performance Security amount is <b>10% of the Contract Amount</b>
<b>G. Finishing the Contract</b>	
<b>GCC 72.1</b>	The date by which operating and maintenance manuals are required is <b>30 days from Completion of Works</b> The date by which "as built" drawings are required is <b>30 days from Completion of</b>

	<i>Works</i>
<b>GCC 72.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is <i>5% of the Contract Amount</i> .
<b>GCC 73.2 (h)</b>	The maximum number of days is: <i>45 days</i>
<b>GCC 75.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>25%</i>

## 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

<b>Notification of Award .....</b>	<b>9-2</b>
<b>Contract Agreement .....</b>	<b>9-3</b>
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<b>Advance Payment Security .....</b>	<b>9-6</b>

# Notification of Award

---- on letterhead paper of the employer ----

## Letter of Acceptance

..... date. ....

To: ..... Name and address of the contractor .....

Subject: ..... Notification of Award Contract No. ....

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

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

[or]

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made the . . . . . day 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. This Agreement shall prevail over all other Contract documents.
  - (a) the Contract Agreement,
  - (b) the Letter of Acceptance,
  - (c) the Letters of Technical Bid and Price Bid,
  - (d) the Particular Conditions of Contract,
  - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
  - (f) the General Conditions of Contract,
  - (g) the Specifications,
  - (h) the Drawings,
  - (i) the Completed Activity Schedules or Bill of Quantities, and
  - (j) any other documents shall be added here.<sup>1</sup>
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 . . . . . *name of the borrowing country*. . . . . on the day, month and year indicated above.

<sup>1</sup> Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).



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

Signed by .....  
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

## Appendix 1 - Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 50 (Payments), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in the section on Price Schedules. Payments will be made in EURO. The date of the exchange rate will be the date of the direct disbursement of KfW Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

### (A) Terms of Payment

#### Schedule No.2- Materials to be supplied from Employer's Country

In respect of materials supplied from within the Employer's country, the following payments shall be made:

Ten percent (10%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the materials delivered to the site, as evidenced by delivery documents.

Eighty percent (80%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the site within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Completion Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate, within 45 days after receipt of invoice.

#### Schedule No. 4 – Construction Charges

In respect of construction services, the following payments shall be made:

Ten percent (10%) of the total installation and other services amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services.

Eighty percent (80%) of the measured value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be made monthly within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata value of construction services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Completion Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata value of construction services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Operational Acceptance Certificate, within 45 days after receipt of invoice.

## **(B) Payment Procedures**

When applying for certification and making payments, the procedures shall be as follows:

a. **Local Currency**

The Employer shall make/arrange payments promptly within forty five (45) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly by Funding Agency on Direct Disbursement basis based on the certification of the Employer. Necessary details to this effect shall be tied-up with the successful bidder.

**Note:** Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.

b. **Invoices**

The Contractor shall submit the invoices (original) in triplicate to the Project Office whenever an invoice is required to be submitted as per provision of the Contract. Invoices should be duly certified by Project Manager.

c. **Documentation Required for Payment**

Claims for payment must be supported by the following documentation as specified hereinafter; Requests for reimbursement for the cost of equipment materials, freight, transportation and insurance shall be supported by the documents as specified/ required for supply of materials (each copy to be certified by the Contractor or the Contractor's representative to be a true copy of the document of which it is a copy).

## **(C) Reimbursement Clause**

Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the Borrower (the End-user) to account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) at KfW, Frankfurt am Main (BIC: KFWIDEFF; BLZ 500 204 00), with KfW crediting such payments to the account of the Borrower (the End-user). If such payments are made in local currency, they shall be remitted to a special account of the Borrower (the End-user) in the country of the Borrower (the End-user), which may be drawn on only with the consent of KfW.

## Performance Security

Address of guarantor bank:

.....  
 .....

Address of beneficiary (contracting agency):

.....  
 .....

On ..... you concluded with ..... ("Contractor") a contract for ..... (project, object of contract) at a price of .....

In accordance with the provisions of the contract the Contractor is obligated to provide a performance bond for ... % of the contract price.

We, the undersigned ..... (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of ..... (in words: .....)

against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of ..... (project-executing agency/purchaser).

This guarantee shall expire no later than .....

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of .....

.....  
 Place, date

.....  
 Guarantor

## Advance Payment Security

Address of guarantor bank:

.....  
 .....

Address of beneficiary (contracting agency):

.....  
 .....

On ..... you concluded with ..... ("Contractor") a contract for ..... (project, object of contract) at a price of .....

In accordance with the provisions of the contract the Contractor receives an advance payment in the amount of ....., which represents ..... % of the order value.

We, the undersigned ..... (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of ..... (in words: ..... ) against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of ..... (contracting agency/project-executing agency).

This guarantee shall expire no later than .....

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of .....

.....

.....

# NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)



***KfW Development Bank (No.: 2015-68-112)***  
***Reconstruction and Improvement of Electricity in Earthquake Affected***  
***Districts of Rasuwa and Nuwakot***  
***Social Infrastructure Development Component***  
***Rasuwa Nuwakot Distribution System Reconstruction and Improvement***  
***Project***

**BIDDING DOCUMENT  
FOR**

**Construction works of Social Infrastructure  
Consisting of School, HealthPost, Community Building and Cultural  
Heritage**

**Single-Stage, Two-Envelope  
Bidding Procedure**

<b>Issued on:</b>	<b>26 December, 2019</b>
<b>Invitation for Bids No.:</b>	<b>NCB-REIP-SDC-2019-01</b>
<b>NCB No.:</b>	<b>NCB-REIP-SDC-2019-01</b>
<b>Employer:</b>	<b>Nepal Electricity Authority</b>
<b>Country:</b>	<b>Nepal</b>

VOLUME 2 OF 3

Rasuwa Nuwakot Distribution System Reconstruction and Improvement Project  
Distribution and Consumer Service Directorate  
Planning and Technical Service Department  
Nepal Electricity Authority  
Ratnapark, Kathmandu  
Phone No: +977 1 4153147, 4153141

# **PART 2 (A) – Employer's Requirement**

For Social Infrastructures

# **VI. Technical Specifications & Drawing for Social Infrastructures**

## **A. Technical Specification**

### **Table of Contents**

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## 1. General information

1.1 The primary objective of Nepal Electricity Authority (NEA) is to generate, transmit and distribute adequate, reliable and affordable power by planning, constructing, operating and maintaining all generation, transmission and distribution facilities in Nepal's power system both interconnected and isolated.

1.2 NEA is the Executive Agency for Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Project which includes construction of the following:

**(a) Social Infrastructure Development Component**

**(b) Electrification Component works consisting of construction of new 33/11kV substations, associated 33kV, 11kV & 0.4kV line feeders**

This Technical specification covers the scope of works related to the Social Infrastructure Development works only.

1.3 The KfW, Germany, the funding agency, has appointed POWERGRID as Consultant for procurement and implementation phase of the Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Project.

1.4 The broad scope of this specification covers the following construction works.

1.5 NEA, therefore, invites bids for the following package for Social Infrastructure Development Works associated with said Reconstruction Project.

1.6 The brief scope of work for the above component is mentioned below:

- |    |  |           |
|----|--|-----------|
| 1. | New Community Building                 | – 02 nos. |
| 2. | New School Building                    | – 01 no.  |
| 3. | Reconstruction of Religious Places     | - 01 no.  |
| 4. | New Vegetable Collection Center        | - 01 no   |
| 5. | New Health Post Building               | - 01 no.  |
| 6. | Water Supply Scheme                    | - 01 no.  |
| 7. | Fencing at various location (optional) | - 11 nos. |
| 8. | Improvement of Foot Trails (optional)  | - 4 km    |

The technical specifications of services to be provided under the above packages have been specified in various sections of this volume (Volume-II). In case of any discrepancy between Section-PROJECT and other sections, Section PROJECT shall prevail over all other sections.

The scope of the work mentioned above are subject to change and addition of work scope may occur during the project implementation.

The site for the Project may be located in the Hilly Terrain with no vehicular transportation access and head loading may be required for the transportation of the construction materials.

## **2. INTENT OF SPECIFICATION**

2.1.1 It is the intent of this specification to describe primary features, materials, design & performance requirements and to establish minimum standards for the work. The specification is not intended to specify the complete details of various practices of manufactures/ bidders, but to specify the requirements with regard to performance, durability and satisfactory operation under the specified site conditions.

2.1.2 These Standard Specifications, together with the Construction Standards, shall govern the performance of the Works and shall be the basis for inspection and acceptance of the Work by the Project.

2.1.3 The Standard Specifications and the Construction Standards shall be considered as mutually inclusive, and the conditions stated in each shall supplement the other as appropriate.

2.1.4 All Standard Specifications shall be followed at all times by the Contractor unless specifically accepted in writing by the Project, or unless some aspects of the work covered by these General Specifications are not required by the Scope of Work.

## **3. SCOPE OF WORKS:**

3.1.1 The scope of works includes construction of social infrastructures including schools, health post, community building, religious places etc. of following scope of work **in Rasuwa & Nuwakot** districts as summarized below and as per the BOQ attached with the Bid Document.

- i. Construction of Public School Building
- ii. Construction of Health Post Building
- iii. Construction of Community Building
- iv. Reconstruction of Religious Places
- v. Construction of Vegetable Collection Center
- vi. Construction of Water Supply Scheme
- vii. Construction of fencing wall around schools (optional)
- viii. Improvement of foot trails in various location (optional)

Tentative location for the above scope has been provided at Annexure-I.

3.1.2 All the above items as per the requirement of the bid documents are to constructed in Nuwakot & Rasuwa districts.

3.1.3 The bidder shall survey all areas with all nodes, conceptualize, plan obtain all necessary clearances from all authorities and shall submit the proposal for approval of the employer before commencement of execution of the work. The time frame for all above shall not affect the entire completion schedule.

3.1.4 The bidder shall adequately plan for all tools, emergency portable means for works related in the existing infrastructure. As the work is to be performed in the infrastructures associated with the public, proper planning and co-ordination with the local community shall be planned for the smooth execution of the work. The villages in the project area are located on steep hills and material transportation may require head loading. In such a cases all the cost shall be built-in the quoted prices of the items/services and no separate price shall be payable.

3.1.5 The bidder shall identify all areas of works and earmark its distinct team comprising of experienced staffs to carry out the entire work by deploying identified manpower simultaneously at various fronts. The entire plan along with indicative deployment of the staffs is required to be submitted along with bid for owner's reference and assessment.

3.1.6 Obtaining clearances from various departments/civic agencies interaction with concerned agencies shall be done by the successful bidder on behalf of the Employer.

3.1.7 The successful bidder shall plan for adequate storage area nearby of the project site for the receipt of the material required under the project and deploying at various fronts of the site in minimum time.

3.1.8 The bidder shall carefully plan and execute various works least outage of other public services. Implications arising out due to any type of damages related to existing public services/public property/reinstatement work shall be borne by bidder himself and the employer shall not bear any claim on this account whatsoever.

3.1.9 The scope shall also include handing over of the existing removed materials during the reconstruction work of infrastructures to the identified stores of the Employer at his own cost. The successful bidder shall envisage and list out details of such type of materials to be removed in advance and intimate to Engineer in-charge of site progressively till the execution of the contract.

3.1.10 The bidder shall be responsible for safety of human & other livestock, all facilities in the surrounding and equipment during the working.

3.1.11 The soil investigation report shall be provided for the entire school area site with the recommended type and size of foundation.

#### **4. PHYSICAL AND OTHER PARAMETERS:**

##### **4.1 Location of the site – Nuwakot and Rasuwa districts**

##### **4.2 Meteorological data:**

The meteorological data of the site are as under. All materials supplied under this Contract shall be suitable for the following system and site conditions.

###### **(a) Climatic conditions**

###### **(1) Ambient temperature**

- Maximum : 50 deg. C
- Minimum : 0 deg. C
- Annual average : 32 deg. C

###### **(2) Wind velocity**

- Maximum : 34.4m/sec

###### **(3) Relative humidity**

- Maximum : 100%
- Minimum : 20%

###### **(4) Monsoon season : June-August**

###### **(5) Precipitation**

- Maximum : 1,000mm/month
- Minimum : Zero/month

###### **(b) Altitude of site : Less than 2700 m from sea level**

###### **(c) Seismic force : 0.15G**

###### **(d) Isokeraunic level : 50**

##### **4.3 Soil Data**

The bidder shall be responsible for carrying out the required survey and should fully satisfy himself about the nature of soil expected to be encountered prior to the submission of bid.

The unit rate quoted by the Bidder shall be irrespective of soil type such as normal soil, soft rock, hard rock and crossings such as pavements, all types of roads, rivers, canals, nallah, culverts, rail track etc. encountered during the actual installation. The Bidders are required to make their own estimates and offer a single uniform rate applicable for all kinds of soil strata and crossings.

The Employer shall not entertain any additional claims/payments for any type of soil/crossings encountered during construction. The Employer strongly recommends site visits/investigation by the Bidders (at their own cost) before submission of the bid. The contractor shall be required to carry out excavation and back filling in accordance with this specification and provide all additional items required at its own cost for proper installation not limited to those described in this specifications.

## **5. CONSTRUCTION WORK**

5.1 Before proceeding with the construction work of the infrastructures, the Contractor shall fully familiarize himself with the site conditions and general arrangements, scheme etc. Though the owner shall endeavor to provide the information, it shall not be binding for the owner to provide the same. The contractors are advised to visit the infrastructure site necessarily and acquaint themselves with the topography, site land contour and profile, site investigation, infrastructure required before submitting the offer. The contractor shall be fully responsible for arranging all equipments, materials, system and services specified or otherwise, which are required to complete the construction and successful completion of the works.

5.2 Contractor shall arrange the construction power and water required during construction at site.

5.3 Contractor shall also be responsible for the overall co-ordination with internal/external agencies, project management, loading, unloading, handling, moving to destination for successful construction of all the infrastructures under the project. However, the Owner will assist the contractor to get speedy approvals / clearances from the govt. departments.

### **Miscellaneous**

Payment to the contractor shall be made as per the actual quantity executed. However, following extra quantities shall be permitted.

### **Final Schedule**

The BOQ of the items required to be constructed under the respective packages are given in the Bid Proposal Sheets. The items and their quantities indicated therein are only provisional.

The Contractor shall construct all the items required as per the detailed engineering/ actual site requirement based on survey and they shall be paid for the actual executed quantities based on the unit rate incorporated in the contract.

Any item supplied by the contractor but not utilized shall be taken back by the contractor and payment made by the employer, if any, shall be recovered at LOA rate.

## **6. SPECIAL TOOLS AND TACKLES**

The bidder shall include in his proposal the deployment of all special tools and tackles required for construction of infrastructures. However a list of all such devices should be indicated in the relevant schedule provided in the BPS. In addition to this the Contractor shall also furnish a list of special tools and tackles for the various equipment in a manner to be referred by the Employer during the operation of these equipment.

## **7. SPECIFIC REQUIREMENT**

The bidder shall be responsible for safety of human & other live stock, all facilities in the surrounding and equipment during the working.

## **8. GENERAL REQUIREMENT**

8.1 The work shall be carried out as per the specifications. The bidders shall submit the technical requirements, data and information as per the technical data sheets provided along with bid documents. The specifications and BOQ shall be read in conjunction with the other Contract Documents. All the documents and drawings are to be regarded as mutually explanatory.

8.2 The bidders shall furnish catalogues, engineering data, technical information, design documents, drawings, etc. fully in conformity with the technical specification.

8.3 It is recognized that the Bidder may have standardized on the use of certain components, materials, processes or procedures different from those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standard and performance requirements and are acceptable to the Employer. Unless brought out clearly, the Bidder shall be deemed to conform to this specification scrupulously. All deviations from the specification shall be clearly brought out in the respective schedule of deviations. Any discrepancy between the specification and the catalogues or the bid, if not clearly brought out in the specific requisite schedule, will not be considered as valid deviation.

8.4 Wherever a material or article is specified or defined by the name of a particular brand, Manufacturer or Vendor, the specific name mentioned shall be understood as establishing type, function and quality and not as limiting competition.

8.5 Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for construction by applicable codes though they may not have been specifically detailed in the Technical Specifications unless included in the list of exclusions. Materials and components not specifically stated in the specification but which are necessary for satisfactory operation of the work unless specifically excluded shall be deemed to be included in the scope of the specification and shall be supplied without any extra cost. All

similar standard components/parts of similar standard equipment provided, shall be interchangeable with one another.

## **8.6 Name Plate/ Labels**

All infrastructures shall be clearly labeled. Details of name plate/ labels of major equipment shall be submitted to Employer for approval.

## **9. STANDARDS**

9.1 The works covered by the specification shall be designed, engineered, manufactured, tested in accordance with the Acts, Rules, Laws and Regulations of Nepal or equivalent international standards.

9.2 All materials shall be of best quality conforming to National building code of the Employer's country and relevant International Standards.

9.3 The works to be furnished under this specification shall conform to latest issue with all amendments of standards specified under Annexure - A of this section, unless specifically mentioned in the specification.

9.4 The Bidder shall note that standards mentioned in the specification are not mutually exclusive or complete in themselves, but intended to complement each other.

9.5 The Bidder shall also note that list of standards presented in this specification is not complete. Whenever necessary the list of standards shall be considered in conjunction with specific IS standards.

9.6 When the specific requirements stipulated in the specifications exceed or differ than those required by the applicable standards, the stipulation of the specification shall take precedence.

9.7 Other internationally accepted standards which ensure equivalent or better performance than that specified in the standards referred shall also be accepted. Copies of such standards shall be submitted by the bidder along with the bid.

9.8 In case governing standards for the equipment is different from IS, the salient points of difference shall be clearly brought out in additional information schedule along with English language version of standard or relevant extract of the same. The equipment conforming to standards other than IS shall be subject to Employer approval.

9.9 The bidder shall clearly indicate in his bid the specific standards in accordance with which the works will be carried out.

9.10 In case specification of any equipment /material is not included in this volume, the same shall be supplies as per IS Specification.

## **10. ENGINEERING DATA AND DRAWINGS**

All work shall be done according to the drawings and instructions of the Client/Consultant, and the Contractor shall arrange to test materials and/or portions of the works at his own cost in order to prove their soundness and sufficiency. If after any such test and in the opinion of the Client/Consultant any work or portion of the work is found to be defective or

unsound, the Contractor shall pull down and re-execute the same at his own cost. The Contractor shall submit 4 (four) sets of drawings/ design documents /data /detailed bill of quantity and 1 (one) set of test reports for the approval of the Employer/Consultant. The contractor shall also submit the softcopy of the above documents in addition to hardcopy.

## **11. MATERIAL/ WORKMANSHIP**

### **11.1 General Requirement**

11.1.1 Where the specification does not contain references to workmanship, equipment, materials and components of the covered equipment, it is essential that the same must be new, of highest grade of the best quality of their kind, conforming to best engineering practice and suitable for the purpose for which they are intended.

11.1.2 In case where the equipment, materials or components are indicated in the specification as “similar” to any special standard, the Employer shall decide upon the question of similarity. When required by the specification or when required by the Employer the Bidder shall submit, for approval, all the information concerning the materials or components to be used in manufacture. Machinery, equipment, materials and components supplied, constructed or used without such approval shall run the risk of subsequent rejection, it being understood that the cost as well as the time delay associated with the rejection shall be borne by the Bidder.

11.1.3 Whenever possible, all similar part of the Works shall be made to gauge and shall also be made interchangeable with similar parts.

## **12. DESIGN IMPROVEMENTS / CO-ORDINATION**

12.1 The bidder shall note that the materials offered by him in the bid only shall be accepted for construction. However, the Employer or the Bidder may propose changes in the specification of the material or quality thereof and if the Employer & bidder agree upon any such changes, the specification shall be modified accordingly.

12.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the Bidder proceeds with the change. Following such agreement, the provision thereof, shall be deemed to have been amended accordingly.

12.3 The Bidder shall be responsible for the selection of appropriate materials to provide the best construction of the infrastructure. The basic design requirements are detailed out in this Specification. The design of various components, sub-assemblies and assemblies shall be so done that it facilitates easy field assembly and maintenance.

12.4 The Bidder has to coordinate designs and terminations with the agencies (if any) who are Consultants/Bidder for the Employer. The names of agencies shall be intimated to the successful bidder.



### **13. TESTS**

#### **13.1 Acceptance**

On completion of construction of the infrastructure, each infrastructure shall be thoroughly inspected jointly by the Employer and the Bidder for correctness and completeness of construction and acceptability.

13.2 Materials, tools, plants and workmanship shall be the best of several kinds available in the market and as approved by the Client/Consultant.

13.3 The Client reserves the right of samples, inspect and test materials throughout the duration of the work at any time, and to reject materials which are found to be unsatisfactory at any time.

13.4 The Contractor shall submit the test of the construction materials with the witness of client/consultant for the approval prior to commencement of work. Acceptance or rejection of construction materials shall be based on the results of the tests and inspections prescribed on the Specifications.

### **14. SURVEY AND STAKING**

14.1 All structures should be located at the outer limits of public property along streets or travelled ways. Structures should also be located along streets at property lines of adjacent private property.

14.2 All structures shall be so located as to reduce, to the greatest extent practicable, obstacles to pedestrian and vehicular traffic. Barriers shall be provided in accordance with instructions by the employer.

14.3 All distances between structures, and other necessary measurements of length, shall be measured to accuracy, of 0.1 meter and all angles shall be determined by transit to an accuracy of 0.1 decimal degree. All elevations shall be measured to an accuracy of 0.1 meter by means acceptable to the Project.

14.4 All measuring and staking activity shall be accomplished by personnel with experience in survey procedures, and standard survey equipment acceptable to the employer, shall be used to perform the survey work. Field survey notes covering all survey work shall be produced and maintained and shall be turned over to the Project at the time of completion of the Works. The format of proposed survey notes shall be submitted to the Project for approval.

14.5 Survey work shall include centre line and structure location and staking; determination of overhead and side clearings of other structures, wires, and obstacles; area surveys and plotting; and centre-line profiles of terrain; as directed by the Project.

## 15. SOIL INVESTIGATION

15.1 The Contractor shall perform a detailed soil investigation at infrastructure locations as required by Client. Accurate, general as well as specific information about the soil profile and the necessary soil parameters of the Site in order that the foundation of the various structures can be designed and constructed safely and rationally. The report shall contain all soil parameters along with recommendation of soil consultant for type of foundation.

15.2 The Contractor may visit the site to ascertain the soil parameters. Field tests must be conducted covering entire area including all the critical locations.

15.3 The work shall include mobilization of necessary equipment, providing necessary engineering supervision and technical personnel, skilled and unskilled labour etc. as required to carry out field investigation as well as, laboratory investigation, analysis and interpretation of data and results, preparation of detailed Geo-technical report including specific recommendations for the type of foundations and the allowable safe bearing capacity for different sizes of foundations.

15.4 Drilling of bore holes in accordance with the provisions of IS code up to 12 m depth. For a construction area, minimum three (3) bore holes shall be done to find out the geological profile of the area. If any unconformity encountered then more bore holes shall be drilled with the approval of Engineer-in-charge for the new projects. However in case deep pile foundations are envisaged the depths have to be regulated as per codal provisions.

15.5 In cases where rock is encountered, coring in one borehole per bay shall be carried out to 3m in bedrock and continuous core recovery is achieved.

15.6 Performing Standard Penetration Tests at approximately 1.5 m interval in the bore hole starting from 1.5 m below ground level onwards and at every change of stratum. The disturbed samples from the standard penetrometer shall also be collected for necessary tests as directed by client.

15.7 The logging of the boreholes shall be compiled immediately after the boring is completed and a copy of the bore log shall be handed over to the Engineer-in-charge.

15.8 The following laboratory tests shall be carried out

- a) Visual and Engineering Classification
- b) Liquid limit, plastic limit and shrinkage limit for C- $\phi$  soils.
- c) Natural moisture content, bulk density and specific gravity.
- d) Grain size distribution.
- e) Swell pressure and free swell index determination for expansive soil only.
- f) Consolidated un-drained test with pore pressure measurement.

- g) Chemical tests on soil and water to determine the carbonates, sulphates, nitrates, chlorides, PH value, and organic matter and any other chemical harmful to the concrete foundation.
- h) Rock quality designation (RQD), RMR in case of rock is encountered

## **12. MATERIAL STORAGE**

12.1 The Contractor shall procure all materials and equipment stated in the Bill of quantities. The Contractor shall provide all labour, equipment, and vehicles to load and transport materials and equipment to the Contractor storage facilities and worksites as required. All materials and equipment turned in to the Project reclaimed after demolition of existing facilities if any shall be transported to the Project warehouse and unloaded in the same manner.

12.2 The Contractor shall be financially responsible for the secure and proper storage of materials, which are to be provided by the Project prior to construction of the infrastructures, to prevent loss or damage to any materials.

12.3 Any items of material and equipment contained in degradable packaging shall be stored under roof and protected from moisture. Other materials, except as specified in subparagraph.

12.4 Construction materials shall be stored and covered in a well-drained level area, free from accumulation of surface water.

12.5 Packaged items of material and equipment shall not be uncrated, or have packaging removed, prior to installation. The Contractor shall exercise due caution and care in the transportation, storage, and handling of all materials which are to be provided by the Project. Equipment consisting or containing, porcelain insulation should be transported and handled to avoid cracks or chipping. Lagging or other protection shall not be removed from ABC cable reels until the cable is to be installed.

## **13. EXCAVATIONS**

13.1 All excavations made for the construction or demolition, of facilities shall be accomplished in a timely manner according to the scheduled construction. Required excavations shall be opened, material installed, and backfill placed, as specified, in a continuing operation to the greatest extent practicable.

13.2 Any excavation left open during discontinuous construction which is accessible to the public or along public thoroughfare, shall be covered or barricaded with well compacted on each 150mm layer, and marked by suitable visual means, to prevent a public hazard.

13.3 Whenever water table is met during the excavation, it shall be dewatered and water table shall be maintained below the bottom of the excavation level during excavation, concreting and backfilling.

## **14. BACKFILL MATERIALS**

14.1 All excavations shall be backfilled with excavated material, or as specified for the construction. Backfill shall be free of foreign materials and shall be well tamped on each layer with excess backfill graded over the excavated area to prevent depressions resulting from eventual natural compaction. Large amounts of excess backfill shall be removed from the site by the Contractor if so directed by employer or If so directed by Project.

14.2 The Contractor shall provide suitable backfill materials for excavations where existing removed materials is insufficient, or inappropriate, to provide suitable grading of the excavated area.

## **15. EXAMINATION OF THE WORK**

### **15.1 Examination Before Covering**

No work shall be covered up or put out of view without the approval of the Client/Consultant and the Contractor shall afford full opportunity for the Client to examine and measure any work which is about to be covered up or put out of view and to examine foundation before permanent work is placed thereof.

### **15.2 Prior Intimation**

The Contractor shall give due notice to the Client whenever any such work of foundation is or are ready or about to be ready for examination, and the Client/Consultant shall without delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such works.

### **15.3 INSPECTION OF WORKS**

At any time if so desired by the Employer, they shall have the power to inspect and examine any parts of the works and the Contractor shall give all facilities as required for such inspection and examination. The Contractor will make sure that the representative from the Employer is present during such inspections.

### **15.4 Unsatisfactory Works**

Should it be required by the Consultant at any times during the period of construction or reconstruction or prior to expiry of the maintenance period, that any work that has been executed with unsound, imperfect or unskilled workmanship period, that any work that has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or otherwise not in accordance with the Specifications the Consultant shall demand in writing specifying the fault, notwithstanding that the same may have been inadvertently passed certified and paid for the Contractor shall forthwith rectify and remove and reconstruct the work specified, in whole or in parts as the case may require, at his own expense.

### **15.5 RECORD WORKS**

The Contractor is responsible for keeping the record of the result of all the approved inspection by the Client who shall confirm the approval by signing the record prepared by the Contractor. Any record without signature of the Client shall not be valid and the Contractor shall make all the record available to the Employer for reviewing at any time. The Contractor shall maintain an order book at the site of work in which instruction shall be given to the Contractor by the Client as and when necessary. These instructions shall have to be signed by the Client and nothing else will be written on it. The Contractor shall carry out such instructions If the Contractor wants to represent anything thereof he can do so by a separate letter.

## **16. CONTRACT VARIATION**

### **16.1 Contract Variation by Contractor**

In no circumstance shall the Contractor make any alternation in, addition to or omission from the work as shown on the drawings except in pursuance of the written instruction of the Employer.

### **16.2 New Item during Construction**

For any new item of work to be executed during construction period, the Contractor shall get approved the rate for such item(s) by the Client prior to the execution of the work. For the new item, wherever applicable, shall be valued at the rates & prices set out in the Contract.

## **17. SAFETY**

17.1 The Contractor shall take all measures required to safeguard the public and private property from any hazard to life, limb, or property which may arise during the performance of the construction of the works. Such measures shall include, but not be limited to barricades, signs, newspaper announcements, traffic control by police, or other advisory and control methods deemed appropriate.

17.2 The Contractor shall provide his work force with all tools and equipment in sufficient numbers and quality to perform all aspects of the works in a safe manner. The Contractor shall provide protective headgear for all members of his workforce, and shall provide protective clothing as required for specific tasks. The Contractor shall instruct his work force in proper and safe construction techniques and shall continuously monitor compliance with safety instructions throughout the period of the Contract.

17.3 The Contractor shall maintain all tools and equipment in good working order. All mechanized equipment shall have adequate safety mechanisms and guards in place and be fully operational. Operators of such equipment shall be skilled and fully trained in the operation of such equipment.

17.4 The Contractor shall provide and maintain emergency medical supplies to cover with accidents and snakebites for his work force on a readily available basis. The Contractor shall also instruct all supervisory personnel in the action to be taken in the event of serious injury, and the sources and locations of professional medical assistance which shall be employed in such cases.

17.5 The Contractor shall apply all accidental insurance policies to his work force for an accident occurring during the working period of the construction.

For details on protection of the Environment and People and Health & Safety Measures during construction, refer checklists at **Annexure-2**.

## **18 DEMOLITION**

The Contractor shall perform the removal of all existing facilities, if any, in accordance with the specific directions of the Employer. All materials removed shall remain the property of Project and the Contractor shall deliver all salvaged materials to the Project warehouse, or as specifically directed by the Employer.

## **19 CLEANUP**

19.1 The Contractor shall ensure that all worksites shall be free of all manner of debris resulting from the construction activity. All crating, cable and conductor reels, packaging materials, conductor scraps, and other miscellaneous items are removed from the workplace. All holes resulting from removal of facilities shall be filled. If trees or bush have been cut or trimmed, all cuttings shall be removed. The worksites shall be left in clean natural conditions.

19.2 Site cleanup shall be an integral part of the Provisional Acceptance process, and no line section shall be provisionally accepted unless all cleanup work has been accomplished.

## **20 TREE CUTTING AND TRIMMING**

20.1 Any tree cutting or tree trimming authorized and directed shall be accomplished by the Contractor under the direct supervision of Project.

20.2 All cutting shall be removed by the Contractor with disposition of cutting as specified by Project.

## **21 MEASUREMENT OF WORKS**

### **21.1 Joint Measurement**

All work measurements shall be taken jointly by the Client and the Contractor.

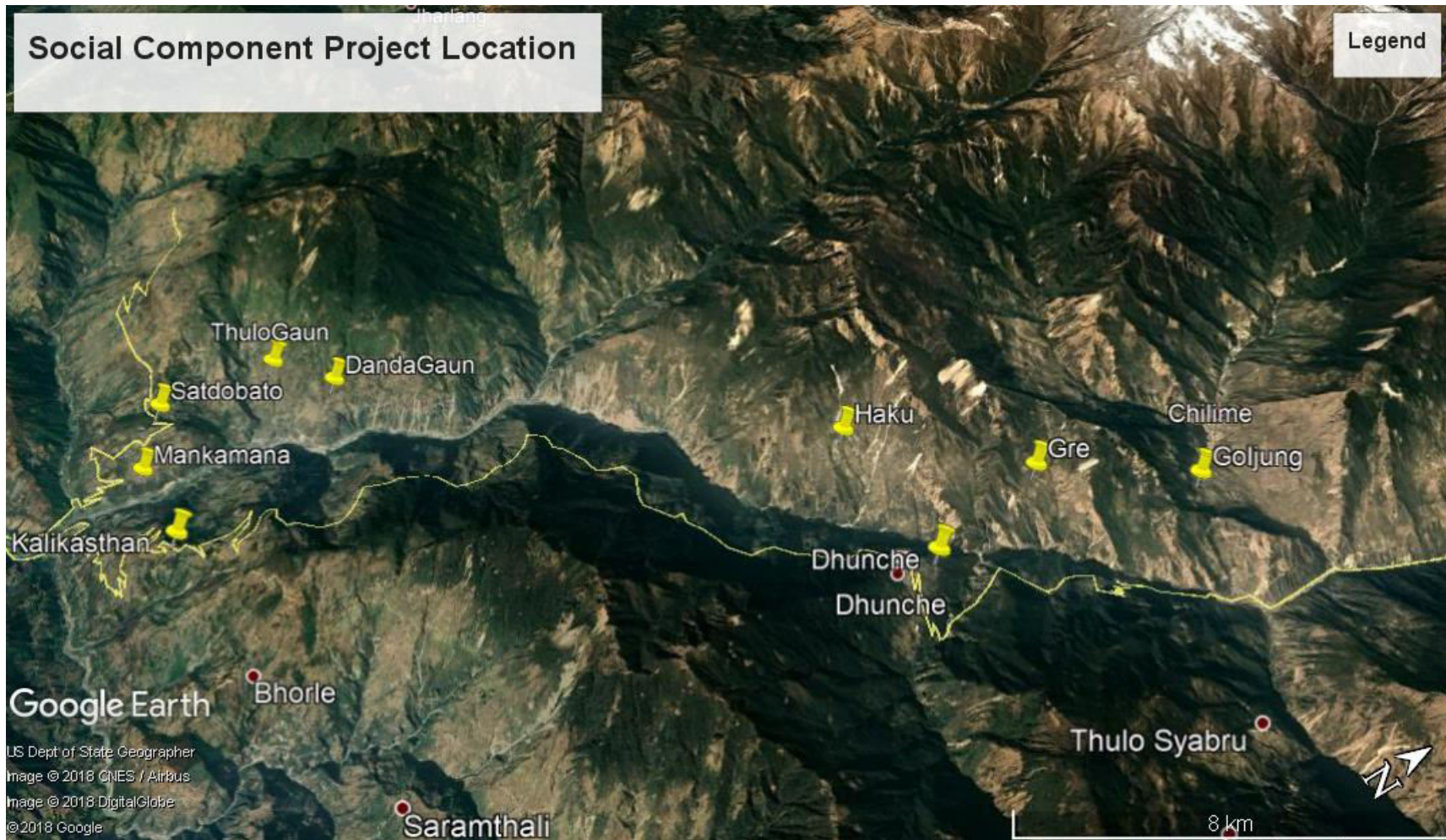
### **22.2 Request for Measurement**

All requests for measurement shall be given by the Contractor to the Client on three days in advance and shall be in writing.

### **22.3 Failure to Attend Joint Measurement**

In case the Contractor or his representative fails to attend the measurement on the date notified by the Client, the Client shall have power to proceed with the measurement and these measurements thus taken shall be accepted by the Contractor as final and binding.

## **Annexure-I**





**Annexure- 2**  
**Protection of the Environment and People and Health**  
**& Safety**

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Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
Protection of adjacent areas	The contractor shall establish means of protection to avoid or minimise adverse effects on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality within the works area. The Contractor shall use construction methods to minimise impacts to the extent possible.		
	The Contractor shall restrict excavation activities during periods of intense rainfall. Use temporary bunding to reduce the risk of sediment, oil or chemical spills to the receiving waters.		
	The Contractor shall carry out excavation works in cut off ditches to prevent water from entering excavations.		
	The contractor shall bring work site boundaries and limits in accordance with plans agreed upon in advance. All construction activities should be carried out within boundaries.		
	The Contractor shall stay out of surrounding wetland areas.		
	<p>The Contractor shall keep distances in compliance with national regulations and as appropriate:</p> <ul style="list-style-type: none"> <li>- from any permanent water course and outside of floodable areas</li> <li>- from sensitive urban services and buildings (health centre, school, water supply for populations)</li> <li>- from any housing; cultural sites, archaeological areas, sensitive wetlands, forest reserves or any other valued ecosystem component, or on high or steep ground or in areas of high scenic value</li> <li>- Where it is not possible to keep distances, permission shall be obtained from the appropriate authorities</li> </ul>		
	The Contractor shall discourage construction workers from engaging in the exploitation of natural resources such as hunting, fishing, and collection of forest products or any other activity that might have a negative impact on the social and economic welfare of the local communities.		
	After construction, form reshaped land so that it is inherently stable, adequately drained and suitable for the desired long-term land use and		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	allows natural regeneration of vegetation.		
	The Contractor shall minimize long-term visual impacts		
Selection of borrow areas, backfill material stockpile sites and access road	The Contractor shall prevent and minimize the impacts of borrow areas or areas to be excavated, backfill material stockpile locations and access roads, quarrying, earth borrowing, piling and building of temporary construction camps and access roads on the biophysical environment including protected areas and arable lands; local communities and their settlements. After termination of the works, in as much as possible restore/rehabilitate all sites to acceptable standards.		
	The Contractor shall locate stockpile areas in areas where trees can act as buffers to prevent dust pollution. Build perimeter drains around stockpile areas. Locate sediment and other pollutant traps at drainage exits.		
	The Contractor shall obtain appropriate licenses/permits from relevant authorities, including traditional authorities if appropriate, to operate quarries or borrow areas.		
	The Contractor shall deposit any excess material in areas approved by local authorities.		
	The Contractor shall take measures to avoid that stagnant water in uncovered borrow pits creates breeding grounds for mosquitoes.		
	If disposal sites for clean spoil are necessary, contractor shall locate them in areas approved by the Employer, of low land use value and where they will not result in material being easily washed into drainage channels. Whenever possible, place spoil materials in low-lying areas, compact and plant with species indigenous to the locality.		
Pollution prevention	The Contractor for all works minimize pollution risk (e.g. liquid effluents; air emissions; noise and vibration management; vehicle and equipment maintenance and selection; fuel, oil and chemical storage and handling).		
	The Contractor shall identify potentially toxic overburden and screen with suitable material to prevent mobilization of toxins.		
	The Contractor shall use in as much as possible,		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	local materials to avoid importation of foreign material and long-distance transportation		
Effluents	The Contractor shall contain and store construction wastewater appropriately, including sanitary water and shall not discharge untreated effluents.		
Emissions and Dust	The Contractor shall ensure compliance with national requirements for emissions.		
	The Contractor shall minimise the effect of dust on the surrounding environment resulting from earth mixing sites, asphalt mixing sites, dispersing coal ashes, vibrating equipment, temporary access roads, etc. to ensure safety, health and the protection of workers and communities living in the vicinity of dust producing activities. Use best practice to ensure minimisation of dust emissions (e.g. proper stockpiling, watering etc.) during dry and windy conditions and transportation.		
	The Contractor shall use vehicles in appropriate technical conditions and provide emissions control equipment where applicable (e.g. filters).		
	The Contractor shall switch off vehicles when not in use.		
	The Contractor shall keep speed limits on site.		
	The Contractor shall sensitise drivers with regards to all measures with regards to avoiding dust and emissions and safe driving.		
Noise and vibration	The Contractor shall avoid operations and vehicle movements at night. Sensitise drivers.		
	The Contractor shall set traffic speed limits. Sensitise drivers.		
	The Contractor shall locate stationary equipment (such as power generators) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas).		
	The Contractor shall keep noise levels emanating from machinery, vehicles and noisy construction activities (e.g. excavation, blasting) at a minimum for the safety, health and protection of workers within the vicinity of high noise levels and nearby communities.		
Waste	The Contractor if not otherwise instructed by the Employer, identify waste management facilities		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	and waste management contractors. Ensure disposal through waste contractors, licensed for treatment/removal/recycling of each of the waste types, if existent.		
	The Contractor shall properly collect all wastes produced including containers, litter and any other waste generated during the construction and dispose and segregate at designated disposal sites in line with applicable government waste management regulations.		
	The Contractor shall minimise the waste production to the extent possible.		
	The Contractor shall check that areas for depositing hazardous materials such as contaminated liquid and solid materials are approved by the Employer and appropriate local and/or national authorities before the commencement of work. Use existing, approved sites over the establishment of new sites.		
	The Contractor shall bund all vessels (drums, containers, bags, etc.) containing oil/fuel/surfacing materials and other hazardous chemicals in order to contain spillage.		
	The Contractor shall remove construction waste left in stockpiles along the road, and reuse or dispose of on a daily basis.		
Vegetation	The Contractor shall limit vegetation clearing to areas within the site boundary where it is strictly necessary.		
	The Contractor shall avoid clearing mature trees and endangered species.		
	The Contractor shall not clear vegetation more than two months in advance of operations.		
Biodiversity management	The Contractor shall avoid to the extent possible areas of ecological value.		
	The Contractor shall avoid disturbances on flora and fauna and natural habitats.		
	The Contractor shall avoid forest fires.		
Erosion and sediment transport	If construction takes place on inclined surfaces/slopes, contractor shall take appropriate erosion control measures (e.g. retain trees and other vegetation, use of natural contours for roads and drainage networks, excavated drainage channels).		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	The Contractor shall appropriately store removed topsoil. After construction, use topsoil as backfill for restoration of the area.		
	Topsoil shall not be stored in large heaps. Low mounds of no more than 1 to 2 m high are recommended.		
	4 Soils shall not be stripped when they are wet as this can lead to soil compaction and loss of structure.		
	The Contractor shall re-vegetate stockpiles to protect the soil from erosion, discourage weeds and maintain an active population of beneficial soil microbes.		
Site rehabilitation	To the extent practicable, the contractor shall reinstate construction working areas and natural drainage patterns where they have been altered or impaired after construction activities are completed. Rehabilitate the site progressively so that the rate of rehabilitation is similar to the rate of construction. Revegetate with plant species that will control erosion, provide vegetative diversity and, through succession, contribute to a resilient ecosystem. If appropriate, for larger revegetation areas consult experts.		
	The Contractor shall avoid that rehabilitated areas pose health and safety risks (such as holes, ponds).		
	The Contractor shall rehabilitate borrow areas, backfill material stockpile sites and access roads, where applicable.		
	The Contractor shall re-establish existing water flow regimes in rivers, streams and other natural or irrigation channels where they have been disrupted due to works being carried out.		
Labour conditions	The Contractor complies with labour standards as both per national laws and ILO Fundamental Conventions (e.g. prohibit child labour under minimum age; forced labour; sexual assault; discrimination; ensure non-discrimination and equal opportunities of workers; provide information to workers that is clear and understandable regarding their terms and conditions of employment; respect their rights related to hours of work, wages, overtime, benefits at the beginning of the work; ensure		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	payment on a regular basis etc.). Grant the same rights to contracted workers, community workers and primary supply workers.		
	The Contractor shall develop and implement labour management procedures which set out the way workers will be managed in accordance with the standards mentioned above in Paragraph above.		
	The Contractor shall establish a simple but functional complaints mechanism that all workers have access to (e.g. letter boxes which are emptied regularly) and are aware of so that they can raise workplace relevant complaints anonymously (e.g. about unfair treatment, unsafe driving).		
Local recruitment	The Contractor shall prioritise local employment and staff from local communities for the supply of goods and services to the works and local workforce, where appropriate.		
	The Contractor shall provide additional specialised training to local workforce in skills required by contractor (i.e. administrator, driving etc.).		
Transport	The Contractor shall organise carpools/buses for worker transportation where needed.		
Workers accommodation	If workers campsites need to be installed, the contractor shall ensure that accommodations provide separate toilets and locker rooms for women and men; hygiene and electrical/fire safety standards are maintained; workers have access to an adequate and convenient supply of free potable water; there are no triple deck bunks; mattresses and linens are provided.		
Meals	If applicable, the contractor shall provide for at least two meals per shift to local personnel pursuant to proper hygiene conditions. If no canteen is available, pay workers at least for a minimum of 2 meals per day per shift		
Community interaction and safety	The Contractor shall engage, communicate with and inform communities and local authorities about the works. Obtain local knowledge regarding chance finds and land acquisition matters.		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	The Contractor shall initiate an efficient grievance mechanism and timely grievance redress to allow potentially affected individuals to raise their concerns regarding damages and disturbances caused by the Contractor or sub-contractors.		
	The Contractor shall undertake all measures necessary to avoid conflicts with local communities regarding water demands.		
	The Contractor shall abstract both surface and underground water only after consultation with the local communities and after obtaining a permit from the relevant water authority.		
	In order to avoid accidents, the Contractor shall in particular related to the creation of water reservoirs/ ponds or construction site dumps, excavation areas: <ul style="list-style-type: none"> <li>- Take necessary precaution measures to protect children/residents/workers from falling into ponds, excavation areas, etc.</li> <li>- Restrict access to these areas; install climbing ladders in ponds; install signs and rescue ropes and lifebuoys.</li> <li>- Prepare for emergencies and response arrangements.</li> <li>- Sensitise the population including local primary schools</li> </ul>		
Damage to people and property	The Contractor shall train workers and drivers to respect the safety and rights of neighbouring people, communities and their properties to avoid disturbances. Supervise that they respect communities' houses, cultures, animals, properties, customs and practices.		
	The Contractor shall appropriately fence, protect, light and sign-post site areas. Use hazard notices/signs/barriers to protect children and other vulnerable people from harm and prevent access to the sites to non-workers.		
Land acquisition and land take	Check if permissions for building or storing/stocking material have been obtained, including if relevant from local authorities or private landholders. Obtain confirmation that in case of necessary resettlements, people have been compensated and if applicable, have been resettled.		



Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
Traffic management	The Contractor shall establish signage and create public awareness of increased traffic and of potential hazards caused by construction equipment near the Project Area and laydown areas.		
	The Contractor shall reduce accidents, by minimizing vehicle movements; train drivers for driving and security and check that they have the appropriate permits for driving vehicles		
Fossils/ Archaeologic al Chance Finds	If applicable, the contractor shall establish specific procedures to manage the protection of archaeological and historical sites, chance finds and fossils.		
	The Contractor shall report all finds of cultural heritage (e.g. graves, old ceramic, old building fragments) immediately to the relevant authority and avoid construction in the vicinity of a chance find, fence the chance find and await instructions from the competent authority.		
Health and safety plan	<p>The Contractor shall develop an Occupational Health and Safety (OHS) Plan, appropriate to the impacts and risks level of the works to be carried out. Set a minimum of OHS Standards for each task. Implement prevention, protection and monitoring measures as described in the OHS Plan.</p> <p>The OHS Plan shall include at least:</p> <ul style="list-style-type: none"> <li>• Provisions to guarantee a safe and healthy work environment, taking into account inherent risks in its particular sector and specific classes of hazards in the work areas, including physical, chemical, biological, and radiological hazards;</li> <li>• Provisions of preventive and protective measures, including management and safety of hazardous materials;</li> <li>• Training of workers;</li> <li>• Documentation and reporting of occupational accidents, diseases, and incidents;</li> <li>• Emergency preparedness and response arrangements;</li> <li>• Provisions for appropriate securing of the sites and work-places (e.g. fencing, signage);</li> <li>• If appropriate: Appointment of site security personnel;</li> </ul>		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	<ul style="list-style-type: none"> <li>• Road safety measures;</li> <li>• First aid and medical assistance;</li> </ul>		
Occupational Health and Safety (OHS)	The Contractor shall document in a structured and transparent system, (e.g. a Site Accident record sheet) all accidents, dangerous occurrences and investigations.		
Reporting	The Contractor shall produce an OHS report documenting OHS performance and progress (e.g. statistics: month, number of workers, number of health and safety staff on site, number/type of OHS trainings); number of near misses, first aid cases, incidents with more than three days of absence, fatalities; summary of all accidents resulting in more than three days of absence (accident details to be enclosed in the Annex); third party incidents (e.g. community members, road traffic etc.).		
Accident reporting procedure	<p>The Contractor shall record all health and safety related incidents (e.g. observations, accidents, witness statements) on site and follow up immediately and properly.</p> <p>A reportable incident includes any accident to any person on site requiring medical attention or resulting in the loss of working hours or that resulted, or could have resulted in injury, damage or a danger to the works, persons, property or the environment. If applicable, the Contractor will also notify and report of incidents of subcontractors and suppliers (in particular those for major supply items).</p>		
	The Contractor shall inform the Employer immediately of any accident involving serious bodily injury to a member of personnel, a visitor or any other third party, caused by the execution of the works or the behaviour of the personnel of the Contractor.		
	The Contractor shall inform the Employer as soon as possible of any near-accident (or near misses) relating to the execution of the works, which, in slightly different conditions, could have led to bodily injury to people, or damage to private property or the environment.		
Personal protective equipment	The Contractor shall make sure that all workers wear Personal Protective Equipment (PPE) (hardhats, masks, safety glasses, safety boots etc.		

Potential Impact	Mitigation, Management and Enhancement Measures	Compliance (Yes/No)	Please explain in case of No
	depending on project type).		
Emergency scenarios prevention	The Contractor shall provide necessary prevention equipment on site in line with applicable regulations to respond to emergency scenarios, e.g. fire, explosion, floods, natural hazards, etc.		
	The Contractor shall immediately clean any spills and remediate contaminated areas.		
	The Contractor shall maintain high standard in housekeeping on site to avoid emergencies. Properly store construction materials and light equipment.		
	The Contractor shall train the workers to handle emergency situations.		
First-aid	The Contractor shall keep minimum first aid equipment and provisions on site (e.g. suitably stocked first-aid kits; a person, respectively an adequate number of trained first-aid helpers, inform staff and workers about first-aid arrangements).		
Access to health care and training	The Contractor shall organize for the workforce access to medical treatment within or in the vicinity of the Project Area.		
	The Contractor shall make contingency arrangements for transporting injured persons to a hospital as quickly as possible.		

## **PROJECT MANAGEMENT SYSTEM, QUALITY ASSURANCE AND DOCUMENTATION**

This section describes the project management system, quality assurance and documentation requirements for the project.

### **1. Project Management System**

#### **1.1. General**

The Contractor shall assign a Project Manager with the authority to make commitments and decisions that are binding on the Contractor. Employer will designate a project manager to coordinate all Employer project related activities. All communications between Employer and the Contractor shall be coordinated through the Project Managers. The Project Managers shall also be assisting Employer in communicating project related information to other stake holders.

Bidder shall submit the manpower deployment plan along with the bids, describing the key roles of each person.

The role and responsibilities of contractor shall be as follows:

- a) To prepare, maintain and update project detailed Work Execution Plan for successful implementation of project, approval of sub-contractor, approval of drawings (if required), supply of materials, mobilization of men, material and equipment etc. at site for successful completion of works, Compile and up-load physical as well as financial progresses, compile the progress of works at Employer level and to assist in forwarding it to all stake holders.
- b) To actively participate with employer in resolving all issues relating to project implementation including Forest Clearances, Railway Crossings, and Payments to contractors/vendors and policy matters.
- c) To actively participate in monitoring, reviewing and analysing the physical, financial and quality assurances works' progress of construction works and also to take suitable measures on compliance of observations being raised during monitoring/review meetings with employer.
- d) To oversee the progress and compliance of the Quality Assurance Mechanism as per FQA plan / guidelines.

#### **1.2. Project Schedule**

As per the schedule the bidder shall submit a preliminary implementation plan along with the bid. The detailed project implementation schedule shall be submitted by the contractor after the award for employer's approval, which shall include at least the following activities

- (a) Surveying of site.
- (b) Documents submission and approval schedule
- (c) Dispatch Schedule
- (d) Construction Schedule

The project schedule shall include the estimated period for completion of project and its linkage with other activities.

### **1.3. Progress Report**

A progress report shall be prepared by the Contractor each month against the activities listed in the project schedule. The report shall be made available to employer on a monthly basis, e.g., the 10th of each month. The progress report shall include all the completed, ongoing and scheduled activities.

### **1.4. Transmittals**

Every document, letter, progress report, change order, and any other written transmissions exchanged between the Contractor and Employer shall be assigned a unique transmittal number. The Contractor shall maintain a correspondence index and assign transmittal numbers consecutively for all Contractor documents. Employer will maintain a similar correspondence numbering scheme identifying documents and correspondence that employer initiates.

## **2. Quality Assurance and Evaluation Mechanism**

The contractor shall be solely responsible & accountable for assuring quality in Social Infrastructure Construction Works. Accordingly, contractor shall formulate a comprehensive Quality Assurance (QA) Plan with an objective to build a quality infrastructure under social infrastructure development works. The QA Plan shall be integral part of the contract agreement with contractor. Documentation with regard to Manufacturing Quality Plan (MQP) & Field Quality Plan (FQP) shall be maintained by bidder/Employer and kept in proper order for scrutiny during the course of project execution by Quality Monitors.

The internal quality assurance mechanism followed by EMPLOYER and the turnkey contractor shall be termed as **level-zero** of overall quality assurance plan of Infrastructure construction works.

**Quality checks under Level-Zero of QAM:** Level-zero is of utmost importance. Under this level, the turnkey contractor & EMPLOYER shall strictly perform following QA checks during the course of project execution:

- a. 100% infrastructure are to be verified for quality as per MQP/ Drawings/Technical Specifications and FQP

- b. 100% of all social infrastructures (New & Reconstructed) for quality of material as per MQP/Drawings/Technical Specifications and construction works in the field as per FQP

**FQP for construction works:** EMPLOYER shall approve a separate FQP prepared by contractor for construction works. The turnkey contractor shall adhere to this FQP while carrying out physical works.

**QA documentation:** All QA checks conducted in the field as per FQP shall be properly documented & signed by the quality engineer of the turnkey contractor & countersigned by EMPLOYER's representative. These documents shall be maintained in proper order & easily available at site for verification by Quality Monitors.

- 2.1. The contractor shall be solely responsible & accountable for assuring quality in social infrastructure development works. Accordingly, contractor shall formulate a comprehensive Quality Assurance (QA) and Inspection Plan with an objective to build Quality Infrastructure. The QA and Inspection Plan shall be an integral Part of the contract agreement with turnkey contractor. Documentation with regard to Quality Assurance Plan shall be maintained by contractor and kept in proper order for scrutiny during the course of project execution and for future reference.

### 3. Documentation

#### 3.1. GENERAL

- 3.1.1. To ensure that the proposed infrastructure conform to the specific provisions and general intent of the Specification, the Contractor shall submit documentation describing the systems to employer for review and approval. The schedule for submission/approval of each document shall be finalised during the discussions before placement of the contract, this schedule shall be in line to overall project schedule.
- 3.1.2. Each document shall be identified by a Contractor document number, the employer document number, and the employer purchase order number. Where a document is revised for any reason, each revision shall be indicated by a number, date, and description in a revision block along with an indication of official approval by the Contractor's project manager. Each revision of a document shall highlight all changes made since the previous revision.
- 3.1.3. All technical description, specifications, literature, correspondence, prints, drawings, instruction manuals, progress photographs, booklets, schedules and all supplementary data or documents furnished in compliance with the requirements of the Contract, shall become the property of the Employer and the costs shall be considered as included in the Contract price.

- 3.1.4. The Contractor shall be responsible for any time delay, misinterpretation, error and conflict during construction resulting from non-compliance with the requirements of this Specification.
- 3.1.5. The Employer shall have the right to make copies of any documents, data, reports, information etc. supplied by the Contractor in connection with the Works. The Employer shall not impart the information of these documents to any other manufacturer or competitor but he shall be free to use these for preparation of technical papers, reports etc.
- 3.1.6. All documentation shall be in English language.

### 3.2. REQUIREMENTS FOR SUBMISSION OF DOCUMENTS, INFORMATION AND DATA BY THE CONTRACTOR

- 3.2.1. The Contractor shall submit to the Employer all documents in accordance with an approved schedule of submissions and shall submit any further information (in the form of drawings, documents, manuals, literature, reports etc.) when asked by the Employer while commenting/approving any drawings/documents etc.
- 3.2.2. The documents which are subject to the approval of the Employer shall be identified by the Contractor with the stamp "FOR APPROVAL". All other documents shall be submitted to the Employer for information and shall be identified by the Contractor with the stamp "FOR INFORMATION".
- 3.2.3. The sequence of submission of the documents shall be subject to the approval of the Employer. The sequence of submissions of all documents shall be such that the necessary information is available to enable the Employer to approve or comment the document.
- 3.2.4. The Contractor shall supply 4 hard copies of all drawings and documents.
- 3.2.5. In case a "SUBSEQUENT" revision of any document is made due to any reason whatsoever, a revision of the same, highlighting the changes shall be resubmitted for the Employer's specific approval/ information.

### 3.3. DOCUMENTS FOR APPROVAL

- 3.3.1. The Employer shall be allowed fifteen (15) calendar days to approve the Contractor's submissions. The submissions for approval, shall be returned to the Contractor marked in one of the following ways :

Category I:	Approved
Category II:	Approved with Comments.
Category III:	Returned for correction.
Category IV :	For information

- 3.3.2. The first notations "I" or "II" shall be deemed to permit the Contractor to proceed with the work shown on the document, except in the case of notation "II" the work shall be done subject to the corrections indicated thereon and/or described in the letter of transmittal. The Contractor shall bear the full responsibility for proceeding with the Works prior to receipt of the release in notation "I" from the Employer.
- 3.3.3. In case of notation "II", the Contractor shall include the alterations required & resubmit the document within fifteen (15) days from date of Employer's letter of transmittal.
- 3.3.4. In case of notation "III", the Contractor shall include the alterations required and resubmit the document to the Employer, within fifteen (15) days, from date of letter of transmittal, so that such document can be returned with the notation "I" or "II".
- 3.3.5. It may also be noted that the approval/commenting by the Employer does not relieve the Contractor of any of his contractual obligations and his responsibilities for correctness of dimensions, materials, weights quantities or any other information contained therein, as well as the conformity of designs with Indian Statutory Laws and the Technical Specifications as may be applicable. The approval also does not limit the Employer's rights under the Contract.
- 3.3.6. The approved documents shall be considered as the working documents. However the Technical Specification and connected documents shall prevail over these documents in case a decision is required on interpretation.

#### 3.4. DOCUMENTS FOR INFORMATION

The Contractor shall not delay the Works pending the receipt by the Contractor of the comments on documents submitted to the Employer for information. However, the Employer shall have the right to comment on all the documents submitted by the Contractor, when, in the opinion of the Employer the document does not comply with the Contract or otherwise. The Contractor shall satisfactorily demonstrate that the information contained in the aforesaid document does meet the requirements of the Contract or revise the document in order that the information shall comply with the requirements of the Contract.

#### 3.5. REFERENCE DRAWINGS

- 3.5.1. All the detailed drawings will be provided to the Contractor.
- 3.5.2. Further work by the Contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.

### 4. Site Office Management

- 4.1 The contractor and / or sub-contractors as proposed by the bidder as per GCC shall establish and maintain throughout the period of the performance of the contract a site office to serve as a base for all the operations necessary to



perform the works and shall maintain adequate store facilities for storing materials and equipment issued by the employer. In case the above-mentioned facilities and establishments are not found satisfactory during the site verification, the employer shall have right to instruct the contractor for rectification of the same.

## **5. Contractor's key personnel and workforce**

- 5.1 The contractor shall have experienced and qualified administrative, accounting and store keeping staffs capable to undertake respective jobs. An office manager with adequate qualification and experience to run such establishment efficiently must head the site office. The contractor shall employ only experienced, competent and skilled office staff as required in the tender document.
- 5.3 The site and field staff as approved by the employer shall be made available for the entire construction period of the project. All the staff and workforce of the contractor shall be issued identity cards jointly certified by the contractor and the employer. Replacement of any such staff or site personnel must not be made without prior permission of the employer.
- 5.4 The contractor is required to pay salary and wages of his staff and workforce at an interval not exceeding a month. The rate of wages payable to the labours shall not be less than as prescribed by the labour law of Nepal.

## **6. Tools and Equipment**

- 6.1 The Contractor shall have owned, leased or hired tools and equipment for successful execution of the work. Prior to beginning of the work the contractor shall show these items in his possession. In case of the heavy tools equipment and vehicles the contractor is required to submit the source of these items with credible documents such as contract papers conforming their availability at the time of the execution of the works.
- 6.2 The employer shall examine to verify the availability of all such tools and equipment before commencement of the work. The contractor shall be allowed to start his work only after verification of such tools and equipment in satisfaction of the employer. No tools and equipment shall be provided by employer.

The contractor shall have following tools and equipment for the execution of the contract:

<b>SN</b>	<b>Description of Tools and Equipment</b>	<b>Unit</b>	<b>Quantity</b>
1	General Purpose Truck (Minimum 10 Ton capacity) suitable for hilly terrain	Nos.	1
2	Concrete Mixture	Nos.	2

## **7. Approval of Drawings**

- 7.1 The contractor shall update and revise all plan and profile drawings provided to him by the employer after performing check survey of each of the segment of the scheme.
- 7.2 The contractor must get approval from the employer in writing before he starts execution of construction of any of the segment of work. If the contractor executes any work without the employer's prior approval, he may be asked to revise the same without paying any compensation to him.

## **8. Extra Work**

- 8.1 Extra work and goods supply shall be performed in accordance with written directives as issued by the Project to the Contractor.
- 8.2 Extra work or goods supply for which there are applicable unit prices will be paid for at such unit prices.
- 8.3 Where there are no applicable contract unit prices, the price to be paid by the Project to the Contractor for extra works shall be fixed through negotiation between Employer and the Contractor based on:
- 8.4 The GoN norms and respective district rate approved by the District Rate Fixation Committee in case of extra works to be performed
- 8.5 The prevailing market rate of the goods, in case of extra goods to be supplied. In no case, such price shall exceed Project's cost estimates for the item.
- 8.6 Nothing in this Clause shall excuse the Contractor from proceeding with the extra work as directed in writing by the Project.
- 8.7 Any variation in the quantities of unit price construction units, within the ranges stated in the Special Conditions of Contract, Clause 1.3, from nominal bid quantities of such unit price construction units shall not be construed as Extra Work.

## **9. Materials**

- 9.1 Major construction materials for construction of the Works shall be identified by the Contractor.
- 9.2 All materials and equipment of the Project shall be located at the Project's or such other areas where they are being stored. During issue and handling over of these materials it shall be the Contractor's responsibility to load all of them and provide all necessary lifting and handling equipment, labor and suitable transport as required to transport the various items of materials and equipment to the Contractor's site of storage and operations.
- 9.3 The listing of materials shall show the limiting allowance for breakage and scrap and material unit prices, which may be applied to the contractor's accountability to the Project for all materials and equipment issued by the Project.
- 9.4 Accountability for all materials and equipment issued by the project shall be based on the material lists associated with the various construction drawings contained in the Construction Standards and the allowances referenced in

clause 3 above. At the time of final material accounting, any deficit in the Contractor's material account shall be charged to the Contractor at the unit price rates enlisted by the project during handing over of the materials to the Contractor.

- 9.5 If the Contractor fails to account for all materials and equipment issued by the Project as set forth in clause 4 above, the Contractor shall be charged for the missing materials or equipment. The Project shall have the right to withhold money due or to become due to the Contractor, as reimbursement for the deficit in the Contractor's material.
- 9.6 Prior to the rehabilitation work, representative of the Project office \ and the contractor shall jointly inspect the materials to be dismantled and list down such materials. It shall be the contractor's responsibility to dispose those goods appropriately and get receipt. Such receipts shall be enclosed with the subsequent invoices claimed by the contractor.

## **10. Local Materials**

- 10.1 Certain minor items of materials, including civil materials, required by the Construction Standards are designated Local Materials in the Standards and shall be furnished and installed by the Contractor as part of the completed unit of construction.
- 10.2 The contractor shall include the cost of such items of materials in his quoted construction unit prices and no other payments for such materials shall be made to the contractor.
- 10.3 The project, may, at it option, require the project's approval of any or all Local Materials prior to procurement of such items by the Contractor.
- 10.4 It shall be the Contractor's responsibility to determine his requirements for any items of Local Material in a timely manner and make procurement accordingly. No delays shall be allowed, and no exceptions made to the required use of Local Materials due to the unavailability of such materials.

## **11. Construction Time Schedule**

- 11.1 Before the commencement of construction works the contractor shall be required to submit a detail construction time schedule showing details of each event of construction of different components of works so as to complete the whole work within the time frame as per the requirement of the contract. The contractor's proposal shall be examined by the employer to ensure his ability to perform the work in time and approval shall be given with any modification, if necessary, in satisfaction of the employer.
- 11.2 If the contractor fails to execute the any component of work within the period specified in the construction schedule, the employer shall have right to warn the contractor to make up for such delay in time. In case the contractor fails to overcome delay in different components of the works instead of repeated reminders by the employer, he shall be made fully responsible for any delay in final time schedule and no consideration shall be made for any extension of construction period for the whole work.

## **12. Measurement of work and material**

- 12.1 The contractor after completion of work of any segment of work as per approved drawing of the project shall submit detail work measurement in structure data sheet (SDS) as per the format Sheet-1 in this section of the tender document.
- 12.2 Measurement of the work performed by the contractor shall be jointly checked by the contractor and the staff deputed by the employer. In case of any discrepancy or dissatisfaction of employer staff the contractor shall be notified for making corrections for the same and the contractor shall have to submit his revised measurement schedule.
- 12.3 The contractor shall be issued materials based upon the requirements to perform his work conveniently. The contractor is required to submit detail of materials measurement in material data sheet (MDS) for each of the segment as per the prescribed format Sheet-3 in this section of the tender document. The contractor shall assess quantity of each and every item of materials from the material data sheet. Small items such as binding wire, nails, binding tape etc. could be assessed on flat basis.
- 12.4 While submitting running bill the contractor must submit details of quantity of materials issued to him, quantity consumed as assessed from the material measurement sheet and quantity in his possession. Materials issued, used and in contractor's possession must be reconciled as per the prescribed format Sheet-3 in this section of the tender document. The materials in possession of the contractor shall be the opening material balance for the next running bill. The contractor shall also submit copies of store vouchers showing details of materials issued to him. Statement of materials submitted shall be checked and certified by the employer before payment of each of the running bill.

## **13. Workmanship and quality of work**

- 13.1 The contractor shall be attentive to maintain workmanship and quality of work while performing the work and shall obey to all the instructions of the field staff of the project time to time in this regard.
- 13.2 Special items such as concrete works must be performed in presence of the project field staff. In case of the concrete works the project staff shall assess quantity of cement and steel to be used for each of the job and this must be followed for performing the job. Sand and aggregate must be supplied as per the standard specification of the tender document. The project field staff shall check quality of such materials and the contractor shall use the same after his approval. Curing of concrete works must be carried as per standard practice. The field staff shall have right to ask the contractor to repeat concrete works in case of his failure to execute the job as above or in his absence.
- 13.3 Each and every item of the standard data sheet (SDS) shall also be checked by the project staff for the satisfaction of quality of workmanship as per the prescribed specification of the tender document. In case of failure of the contractor to execute any item of the work as per proper workmanship or quality, the project shall have right to ask the contractor to revise or remedy such work at the cost of the contractor.

## **14. Acceptance work**

- 14.1 Final acceptance of work shall be issued only after completion of whole work of the contract as per the specification.

## 1. General

The provisions of this section of specification shall only be applicable to the extent of scope of works. The intent of specification covers the following:

The primary objective of Nepal Electricity Authority (NEA) is to generate, transmit and distribute adequate, reliable, and affordable power by planning, constructing, operating and maintaining all generation, transmission and distribution facilities in Nepal's power system both interconnected and isolated.

NEA is Executive Agency for Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa & Nuwakot Project which includes construction of the following:

- a) Social Infrastructure Development Component
- b) Electrification Component works consisting of construction of new 33/11 kV substations, associated 33kV, 11kV & 0.4kV line feeders.

This Technical specification covers the scope of works related to the Social Infrastructure Development works only.

The KfW, Germany, the funding agency, had appointed Power Grid Corporation of India Limited in association with Jade Consult Pvt. Ltd. as consultant for Procurement and Implementation Phase of the Reconstruction and Improvement of Earthquake Affected Districts of Rasuwa & Nuwakot Project.

The broad scope of this specification covers the following construction works. NEA, therefore, invites bid for the following package for Social Infrastructure Development works associated with said Reconstruction project.

The brief scope of work for the above component is mentioned below:

- |   |          |
|---|----------|
| 1. New Community Building                 | -02 nos. |
| 2. New School Building                    | -01 nos. |
| 3. Reconstruction of Religious places     | -01 nos. |
| 4. New Vegetable Collection Centre        | -01 nos. |
| 5. New Health Post Building               | -01 nos. |
| 6. Water Supply Scheme                    | -01 nos. |
| 7. Fencing at various location (optional) | -11 nos. |
| 8. Improvement of Foot Trails (optional)  | -4 km.   |

The scope of work mentioned above are subjected to change and addition of work scope may occur during the project implementation.

Design, engineering, and construction of all civil works at different villages of Rasuwa and Nuwakot. All civil works shall also satisfy the general technical requirements specified in other Sections of this Specification and as detailed below. They shall be designed to the required service conditions/loads as specified elsewhere in this Specification or implied as per National/ International Standards.

The work shall be carried out according to the design/drawings provided by the Client and to the Contractor by the Owner.

All civil works shall also satisfy the general technical requirements specified in other Sections of this Specification and as detailed below. They shall be designed to the required service conditions/loads as specified elsewhere in this Specification or implied as per National/ International Standards.

All civil works shall be carried out as per applicable Nepal Laws, Standards and Codes. All materials shall be of best quality conforming to relevant Indian Standards and Codes or equivalent International codes.

The Contractor shall furnish all design, drawings, labour, tools, equipment, materials, temporary works, constructional plant and machinery, fuel supply, transportation and all other incidental items not shown or specified but as may be required for complete performance of the Works in accordance with approved drawings, specifications and direction of Employer.

The work shall be carried out according to the design/drawings to be developed by the Contractor. The attached tender drawings are tentative for bidding purpose. For all buildings, structures, foundations etc. necessary layout and details shall be developed by the Contractor keeping in view the functional requirement of the school building etc. facilities and providing enough space and access for operation, use and maintenance based on the input provided by the Owner. Certain minimum requirements are indicated in this specification for guidance purposes only.

The rate quoted by the bidder for all type of civil work shall be firm irrespective of the type of terrain and depth of filling.

However, the Contractor shall quote according to the complete requirements.

## **2. GEOTECHNICAL INVESTIGATION**

- 2.1 The Contractor shall perform a detailed soil investigation to arrive at sufficiently accurate, general as well as specific information about the soil profile and the necessary soil parameters of the School Buildings. So, that the foundation of the School buildings can be designed and constructed safely and rationally. Safe Bearing Capacity of the other Social Infrastructure can be taken as 63.60 KN/m<sup>2</sup> for 1.5 m foundation depth for all width detailed design and Construction.
- 2.2 The Contractor should visit the site to ascertain the soil parameters before submitting the bid. The topography is uneven steeply sloping at few places requiring cutting and filling operations including slope stability and protection measures (if slopes encountered). Any variation in soil data shall not constitute a valid reason for any additional cost & shall not affect the terms & condition of the Contract. Tests must be conducted under all the critical locations.

### **3. SCOPE OF WORK**

This specification covers all the work required for detailed soil investigation and preparation of a detailed report. The work shall include mobilization of necessary equipment, providing necessary engineering supervision and technical personnel, skilled and unskilled labor etc. as required to carry out field investigation as well as, laboratory investigation, analysis and interpretation of data and results, preparation of detailed Geo-technical report including specific recommendations for the type of foundations and the allowable safe bearing capacity for different sizes of foundations at different founding strata for the various structures of the substation. The Contractor shall make his own arrangement for locating the co-ordinates and various test positions in field as per the information supplied to him and also for determining the reduced level of these locations with respect to the benchmark indicated by the Owner/Engineer.

All the work shall be carried out as per latest edition of the corresponding Indian Standard Codes.

#### **3.1 Bore Holes**

Drilling of bore holes of 150 mm dia. in accordance with the provisions of IS: upto 10 m depth or to refusal which ever occur earlier. (By refusal it shall mean that a standard penetration blow count (N) of 100 is recorded for 30 cm penetration). For school building Area, minimum three (3) bore holes shall be done to find out the geological profile of the area. If any unconformity encountered then more bore holes shall be drilled with the approval of Engineer-in-charge for the new projects. However in case deep pile foundations are envisaged the depths have to be regulated as per codal provisions. In cases where rock is encountered, coring in one borehole per bay shall be carried out to 1.5 M in bedrock and continuous core recovery is achieved.

Performing Standard Penetration Tests at approximately 1.5 m interval in the borehole starting from 1.5 m below ground level onwards and at every change of stratum. The disturbed samples from the standard penetrometer shall also be collected for necessary tests.

Collecting undisturbed samples of 100/75 mm diameter 450 mm long from the boreholes at intervals of 2.5 m and every change of stratum starting from 1.0 m below ground level onwards in clayey strata.

The depth of Water table shall be recorded in each borehole.

All samples, both disturbed and undisturbed, shall be identified properly with the borehole number and depth from which they have been taken.

The sample shall be sealed at both ends of the sampling tubes with wax immediately after the sampling and shall be packed properly and transported to the Contractor's laboratory without any damage or loss.

The logging of the boreholes shall be compiled immediately after the boring is completed and a copy of the bore log shall be handed over to the Engineer-in-charge.



### 3.2 Water Sample

Representative samples of ground water shall be taken when ground water is first encountered before the addition of water to aid drilling of boreholes. The samples shall be of sufficient quantity for chemical analysis to be carried out and shall be stored in airtight containers.

### 3.3 Back Filling of Bore Holes

On completion of each hole, the Contractor shall backfill all bore holes as directed by the Owner. The backfill material can be the excavated material and shall be compacted properly.

### 3.4 Laboratory Test

1. The laboratory tests shall be carried out progressively during the field work after sufficient numbers of samples have reached the laboratory in order that the test results of the initial bore holes can be made use of in planning the later stages of the field investigation and quantum of laboratory tests.
2. All samples brought from field, whether disturbed or undisturbed shall be extracted/prepared and examined by competent technical personnel, and the test shall be carried out as per the procedures laid out in the relevant I.S. Codes.

The following laboratory tests shall be carried out

- a) Visual and Engineering Classification
- b) Liquid limit, plastic limit and shrinkage limit for C- $\square$  soils.
- c) Natural moisture content, bulk density and specific gravity.
- d) Grain size distribution.
- e) Swell pressure and free swell index determination for expansive soil only.
- f) Consolidated un-drained test with pore pressure measurement.
- g) Chemical tests on soil and water to determine the carbonates, sulphates, nitrates, chlorides, Ph value, and organic matter and any other chemical harmful to the concrete foundation.
- h) C.B.R value
- i) Rock quality designation (RQD), RMR in case of rock is encountered

### 3.5 Test Results and Reports

- 3.5.1 The Contractor shall submit the detailed report in two (2) copies wherein information regarding the geological detail of the site, summarized observations and test data, bore logs, and conclusions and recommendations on the type of foundations with supporting calculations for the recommendations. Initially the report shall be submitted by the Contractor in draft form and after the draft report is approved, the final report in two (3) copies shall be submitted. The test data shall bear the signatures of the Investigation Agency, Vendor and also site representative of Consultant.
- 3.5.2 The report shall include but not limited to the following:

- a) A plan showing the locations of the exploration work i.e. bore holes, dynamic cone penetration tests etc.
- b) Bore Logs: Bore logs of each bore holes clearly identifying the stratification and the type of soil stratum with depth. The values of Standard Penetration Test (SPT) at the depths where the tests were conducted on the samples collected at various depths shall be clearly shown against that particular stratum.

Test results of field and laboratory tests shall be summarized strata wise as well in combined tabular form. All relevant graphs, charts tables, diagrams and photographs, if any, shall be submitted along with report. Sample illustrative reference calculations for settlement, bearing capacity, pile capacity shall be enclosed.

### 3.6 Recommendations

The report should contain specific recommendations for the type of foundation for the various structures envisaged at site. The Contractor shall acquaint himself about the type of structures and their functions from the Owner. The observations and recommendations shall include but not limited to the following:

- a) Geological formation of the area, past observations or historical data, if available, for the area and for the structures in the nearby area, fluctuations of water table etc. Slope stability characteristics and landslide history of the area shall be specifically highlighted. Remedial measures to be adopted shall also be given.
- b) Recommended type of foundations for various structures. If piles are recommended the type, size and capacity of pile and groups of piles shall be given after comparing different types and sizes of piles and pile groups.
- c) Allowable bearing pressure on the soil at various depths for different sizes of the foundations based on shear strength and settlement characteristics of soil with supporting calculations. Minimum factor of safety for calculating net safe bearing capacity shall be taken as 3.0 (three). Recommendation of liquefaction characteristics of soil shall be provided.
- d) Recommendations regarding slope of excavations and dewatering schemes, if required. Required protection measures for slope stability for cut & fill slopes of switchyard and approach road with stone pitching/retaining walls shall be clearly spelt out. Calculation shall also be provided for stability adequacy.
- e) Comments on the Chemical nature of soil and ground water with due regard to deleterious effects of the same on concrete and steel and recommendations for protective measures.
- f) If expansive soil is met with, recommendations on removal or retaining the same under the structure, road, drains, etc. shall be given. In the latter case detailed specification of any special treatment required including specification of materials to be used, construction method, equipments to be deployed etc. shall be furnished. Illustrative diagram of a symbolic foundation showing details shall be furnished.

- g) Recommendations for additional investigations beyond the scope of the present work, if considered such investigation as necessary.

#### **4.0 SITE PREPARATION**

The contractor shall be responsible for proper leveling of switchyard site as per layout and levels of switchyard finalized during detailed engineering stage. The Contractor at his own cost shall make the layout and levels of all structure etc from the general grids of the plot and benchmarks set by the Contractor and approved by the Owner. The Contractor shall give all help in instruments, materials and personnel to the Owner for checking the detailed layout and shall be solely responsible for the correctness of the layout and levels. Site leveling shall be in the scope of the contractor. Bidder may decide the level of the sites. However, the level shall be such that it is 300 mm higher than the highest flood level (HFL) of the site. If HFL is not available, then nearby road level shall be assumed as HFL.

#### **5.0 SCOPE OF WORKS**

This clause covers the design and execution of the work for site preparation, such as clearing of the site, the supply and compaction of fill material, slope protection by stone pitching/retaining walls depending on the site location & condition, excavation and compaction of backfill for foundation, road construction, drainage, trenches and final topping by brick soling/stone filling.

##### **5.1 General**

- 1) The Contractor shall develop the site area to meet the requirement of the intended purpose. The site preparation shall conform to the requirements of relevant sections of this specification or as per stipulations of standard specifications. Contractor shall also carry out necessary protection of slope of switchyard area and approach road.
- 2) The fill material if required shall be suitable for the above requirement. The fill shall be such material and the site so designed as to prevent the erosion by wind and water of material from its final compacted position or the in-site position of undisturbed soil.
- 3) Material unsuitable for founding of foundations shall be removed and replaced by suitable fill material and to be approved by the Owner.
- 4) Backfill material around foundations or other works shall be suitable for the purpose for which it is used and compacted to the density described under Compaction. Excavated material not suitable or not required for backfill shall be disposed off in areas as directed by owner upto a maximum lead of 1 km.

##### **5.2 Excavation and backfill**

1. Excavation and backfill for foundations shall be in accordance with the relevant code.
2. Whenever water table is met during the excavation, it shall be dewatered and water table shall be maintained below the bottom of the excavation level during excavation, concreting and backfilling.

3. When embankments are to be constructed on slopes of 15% or greater, benches or steps with **horizontal** and vertical faces shall be cut in the original slope prior to placement of embankment material. Vertical faces shall measure not more than 1 m in height.
4. Embankments adjacent to abutments, culverts, retaining walls and similar structures shall be constructed by compacting the material in successive uniform horizontal layers not exceeding 20 cm in thickness (of loose material before compaction). Each layer shall be compacted as required by means of mechanical tampers approved by the Owner. Rocks larger than 10 cm in any direction shall not be placed in embankment adjacent to structures.
5. Earth embankments of roadways and site areas adjacent to buildings shall be placed in successive uniform horizontal layers not exceeding 20 cm in thickness in loose stage measurement and compacted to the full width specified. The upper surface of the embankment shall be shaped so as to provide complete drainage of surface water at all times.
6. The land required for borrowing earth shall be arranged & selected by contractor. The identified land shall be got approved by site in charge. The quoted rates shall include cost of earth, taxes, duties, royalty, compensation for the land identified for borrow earth. The rate shall also be inclusive of all leads, lifts, ascent, descent and testing required for completion of work in all respect.
7. The ground levels for all measurements shall be taken at every 5 meter distance in uniformly sloping ground and at closer distance where pits/undulations are met with. In fairly leveled area, levels shall be taken at 15 meter apart at the discretion of Engineer in Charge. The ground levels shall be recorded and plotted on plans. The same is signed by the contractor and the Engineer in Charge before the earth work is started. All labor, material, tool, equipment etc required for the above work shall be arranged by the contractor at his own cost.

### 5.3 Compaction

1. The density to which fill materials shall be compacted shall be as per relevant IS and as per direction of Owner. All compacted sand filling shall be confined as far as practicable. Backfilled earth shall be compacted to minimum 95% of the Standard Proctor's density at OMC. The sub-grade for the roads and embankment filling shall be compacted to minimum 95% of the Standard Proctor's density at OMC. Cohesion less material sub grade shall be compacted to 70% relative density (minimum).
2. At all times unfinished construction shall have adequate drainage upon completion of the road's surface course, adjacent shoulders shall be given a final shaping, true alignment and grade.
3. Each layer of earth embankment when compacted shall be as close to optimum moisture content as practicable. Embankment material, which does not contain sufficient moisture to obtain proper compaction, shall be wetted. If the material contains any excess moisture, then it shall be allowed to dry before rolling. The rolling shall begin at the edges overlapping half the width of the roller each time and progress to the center of the

road or towards the building as applicable. Rolling will also be required on rock fills. No compaction shall be carried out in rainy weather.

#### **5.4 Requirement for fill material under foundation**

All foundations shall rest below virgin ground level and the minimum depth of foundation below the virgin ground level shall be at least 1000 mm.

### **6.0 FOUNDATION /RCC CONSTRUCTION**

#### **6.1 General**

1. Work covered under this Clause of the Specification comprises the design and construction of foundations and other RCC constructions for new community building, new school building, Reconstruction of Religious places, new vegetable collection center, new health post building, water supply scheme etc or service and any other foundation required to complete the work. This clause is as well applicable to the other RCC constructions.
2. Concrete shall conform to the requirements mentioned in IS: 456 and all the tests shall be conducted as per relevant Indian Standard Codes as mentioned in Standard field quality plan appended with the specification  
  
A minimum grade for PCC (1:4:8) and RCC (1:1.5:3) shall be used for all structural/load-bearing members as per latest IS 456.
3. If the site is sloppy, the foundation height will be adjusted to maintain the exact level of the top of structures to compensate such slopes.
4. The building plinths shall be minimum 500 mm above finished ground level respectively.
5. Minimum 75mm thick lean concrete shall be provided below all underground structures, foundations, trenches etc. to provide a base for construction.
6. The design and detailing of foundations shall be done based on the approved soil data and sub-soil conditions as well as for all possible critical loads and the combinations thereof. The Spread footings foundation as may be required based on soil/sub-soil conditions and superimposed loads shall be provided.

#### **6.2 Design**

Foundations shall be of reinforced cement concrete for New Community Building, New School Building, Reconstruction of Religious places, New Vegetable Collection Centre, New Health Post Building, Water Supply Scheme, Fencing at various location (optional). Design requirement shall be fulfilled by the contractor and furnished for approval as specified in the scope of work. The design and construction of RCC/ PCC / Masonry structures shall be carried out as per IS: 456 and relevant IS code/CBIP manual/NBC etc

2. Limit state method of design shall be adopted unless specified otherwise in the specification.
3. For detailing of reinforcement IS: 2502 and SP: 34 shall be followed. Cold twisted deformed bars ( $F_y=500 \text{ N/mm}^2$ ) conforming to IS: 1786 shall be used as reinforcement. However, in specific areas, mild steel (Grade I) conforming to IS: 432 can also be used. Two layers of reinforcement (on inner and outer face) shall be provided for wall & slab sections having thickness more than 150 mm. Clear cover to reinforcement towards the earth face shall be minimum 40 mm.
4. RCC water retaining structures like storage tanks, etc. shall be designed as un-cracked section in accordance with IS: 3370 (Part I to IV) by working stress method. However, water channels shall be designed as cracked section with limited steel stresses as per IS: 3370 (Part I to IV) by working stress method.
5. The procedure used for the design of the foundations shall be the most critical loading combination of the steel structure and or equipment and/or superstructure and other conditions, which produces the maximum stresses in the foundation or the foundation component and as per the relevant IS Codes of foundation design. Detailed design calculations shall be submitted by the bidder showing complete details of isolated /combined footings proposed to be used.
6. Design shall consider any sub-soil water pressure that may be encountered following relevant standard strictly.
7. Necessary protection to the foundation work, if required shall be provided to take care of any special requirements for aggressive alkaline soil, black cotton soil or any other type of soil which is detrimental/harmful to the concrete/masonry foundations.
8. RCC columns /pedestals shall be provided with rigid connection at the base.
9. All sub-structures shall be checked for sliding and overturning stability during both construction and operating conditions for various combinations of loads. Factors of safety for these cases shall be taken as mentioned in relevant IS Codes or as stipulated elsewhere in the Specifications. For checking against overturning, weight of soil vertically above footing shall be taken and inverted frustum of pyramid of earth on the foundation should not be considered.
10. Earth pressure for all underground structures shall be calculated using co-efficient of earth pressure at rest, co-efficient of active or passive earth pressure (whichever is applicable).
11. In addition to earth pressure and ground water pressure etc., a surcharge load of  $1 \text{ T/Sq.m}$  shall also be considered for the design of all underground structures including channels, sumps, tanks, trenches, substructure of any underground hollow enclosure etc., for the vehicular traffic in the vicinity of the structure.
12. Following conditions shall be considered for the design of water tank in pumps house, channels, sumps, trenches and other underground structures:

- a) Full water pressure from inside and no earth pressure & ground water pressure & surcharge pressure from outside (application only to structures, which are liable to be filled up with water or any other liquid).
  - b) Full earth pressure, surcharge pressure and ground water pressure from outside and no water pressure from inside.
  - c) Design shall also be checked against buoyancy due to the ground water during construction and maintenance stages. Minimum factor of safety of 1.5 against buoyancy shall be ensured ignoring the superimposed loadings.
  - d) Providing and applying integral crystalline slurry of hydrophilic in nature for waterproofing treatment to the RCC structures, water tanks, prepared by mixing in the ratio of 5: 2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3: 1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fiber brush. The material shall meet the requirements as specified in ACI-212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with control concrete as per DIN 1048 and resistant to 16 bar hydrostatic pressure on negative side. The crystalline slurry shall be capable of self-healing of cracks up to a width of 0.50mm. The work shall be carried out all complete as per specification and the direction of the engineer-in-charge. The product performance shall carry guaranteed for 10 years against any leakage.
  - e) For vertical surface two coats @0.70 kg per sqm per coat sqm.
  - f) For horizontal surface one coat @1.10 kg per sqm. sqm
  - g) Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification
13. The foundations shall be proportioned so that the estimated total and differential movements of the foundations are not greater than the movements that the structure or equipment is designed to accommodate.

### 6.3 Admixtures & additives

1. Only approved admixtures shall be used in the concrete for the Works. When more than one admixture is to be used, each admixture shall be batched in its own batch and added to the mixing water separately before discharging into the mixer. Admixtures shall be delivered in suitably labeled containers to enable identification.
2. Admixtures in concrete shall conform to IS: 9103. The water proofing cement additives shall conform to IS: 2645. Owner shall approve concrete Admixtures/ Additives.
3. The Contractor may propose and the Owner may approve the use of a water-reducing set-retarding admixture in some of the concrete. The use of such an admixture will not be approved to overcome problems associated with inadequate concrete plant capacity or

improperly planned placing operations and shall only be approved as an aid to overcoming unusual circumstances and placing conditions.

4. The water-reducing set-retarding admixture shall be an approved brand of Lignosulphonate type admixture.
5. The waterproofing cement additives shall be used as required / advised by the Owner.

## **7.0 BUILDINGS - GENERAL REQUIREMENTS**

### **7.1 General**

The scope for new building includes the design, engineering and construction including anti-termite treatment, plinth protection, DPC of Building including sanitary, water supply, and electrification etc. of buildings. The buildings shall be of RCC framed structure of concrete of M20 grade (Min.). Following design criteria shall be adopted for design purposes for new substation.

The layout of the Social Component Infrastructure shall be finalized as per detailed engineering to suit project requirements

The brief scope of work for the above component is mentioned below:

- |   |          |
|---|----------|
| 1. New Community Building                 | -02 nos. |
| 2. New School Building                    | -01 nos. |
| 3. Reconstruction of Religious places     | -01 nos. |
| 4. New Vegetable Collection Centre        | -01 nos. |
| 5. New Health Post Building               | -01 nos. |
| 6. Water Supply Scheme                    | -01 nos. |
| 7. Fencing at various location (optional) | -11 nos. |
| 8. Improvement of Foot Trails (optional)  | - 4 km.  |

- The school building should be double story and one single storied building along with RCC staircase to access first floor.
- The details given in tender drawings shall be considered along with details available in this section of the specification while deciding various components of the building.
- The reconstruction of religious infrastructure should have their own norms, aesthetic, arts and cultural ancient values. The wooden parts of that building should be carved as per the norms and cultural values of that locality.



- Doors and windows on external walls of the buildings (other than areas provided, with insulated metal claddings) shall be provided with RCC sunshade over the openings with 500 mm projection on either side of the openings. Projection of sunshade from the wall shall be minimum 450 mm over window openings and 750 mm over door openings.
- All joints including construction and expansion joints for the water retaining structures shall be made water tight by using PVC ribbed water stops with central bulb. However, kicker type (externally placed) PVC water stops shall be used for the base slab and in other areas where it is required to facilitate concreting. The minimum thickness of PVC water stops shall be 5 mm and minimum width shall be 230 mm.
- Anti-termite chemical treatment shall be given to column pits, wall trenches, foundations of buildings, filling below the floors etc. as per IS: 6313 and other relevant Indian Standards.
- Items/components of Social Infrastructure not explicitly covered in the specification/BOQ but required for completion of the project shall be deemed to be included in the scope. However, bidder/contractor shall visit temple place to be reconstructed and verify the scope of work and items in BOQ. If any additional item required it may communicated to the owner.
- Bricks having minimum 75kg/cm<sup>2</sup> compressive strength can only be used for masonry work. Contractor shall ascertain himself at site regarding the availability of bricks of minimum 75kg/cm<sup>2</sup> compressive strength before submitting his offer.
- Minimum headroom of 3 M below soffit of beams/false ceiling shall be considered for rooms. The roof shall have four side sloping roof or flat roof as finalized during detailed engineering.
- The scope of work mentioned above are subjected to change and addition of work scope may occur during the project implementation.

## 7.2 Design

- a) The buildings shall be designed:
  1. To the requirements of the National Building Code of Nepal, and the standards quoted therein.
  2. For the specified climatic & loading conditions.
  3. To adequately suit the requirements of the equipment and apparatus contained in the buildings and in all respects to be compatible with the intended use and occupancy.

4. With a functional and economical space arrangement.
5. For a life expectancy of structure, systems and components not less than that of the equipment, which is contained in the building, provided regular maintenance is carried out.
6. Be aesthetically pleasing. Different buildings shall show a uniformity and consistency in architectural design.
7. To allow for easy access to equipment and maintenance of the equipment.
8. With, wherever required, fire retarding materials for walls, ceilings and doors, which would prevent supporting or spreading of fire.
9. Suitable expansion joints shall be provided in the longitudinal direction wherever necessary with provision of twin columns.
10. Individual members of the buildings frame shall be designed for the worst combination of forces such as bending moment, axial force, shear force, torsion etc.
11. Permissible stresses for different load combinations shall be taken as per relevant IS Codes.
12. The building lighting shall be designed in accordance with the requirements of relevant section.

### **7.2.1 Design loads**

Building structures shall be designed for the most critical combinations of dead loads, super-imposed loads, wind loads, seismic loads, and temperature loads.

Dead loads shall include the weight of structures complete with finishes, fixtures and partitions and should be taken as per IS: 1911.

The wind loads shall be computed as per IS 875, Seismic Coefficient method shall be used for the seismic analysis as per IS 1893 with importance factor 1.5.

Wind and Seismic forces shall not be considered to act simultaneously.

For consideration of loads on structures, IS: 875 shall strictly adhere to. Any other load coming in the structure, not mentioned in IS 875 shall be calculated as per relevant IS code and NBC.

### **7.2.2 Submission**

The following information shall be submitted for review and approval to the Owner:

1. Design criteria shall comprise the codes and standards used, applicable climatic data including wind loads, earthquake factors maximum and minimum temperatures applicable to the building locations, assumptions of dead and live loads, including equipment loads, impact factors, safety factors and other relevant information.

2. Structural design calculations and drawing (including construction/fabrication) for all reinforced concrete and structural steel structures.
3. Fully, dimensioned concept plan including floor plans, cross sections, longitudinal sections, elevations and perspective view of each building. These drawings shall be drawn at a scale not smaller than 1:75 and shall identify the major building components.
4. Fully dimensioned drawings showing details and sections drawn to scales of sufficient size to clearly show sizes and configuration of the building components and the relationship between them.
5. Product information of building components and materials, including walls partitions flooring ceiling, roofing, door and windows and building finishes.
6. A detailed schedule of building finishes including colour schemes.
7. A door & window schedule showing door types and locations, door lock sets and latch sets and other door hardware.

Approval of the above information shall be obtained before ordering materials or starting fabrication or construction as applicable.

### **7.2.3 Finish Schedule**

- (a) The finishing schedule is given in subsequent clauses.

### **7.2.4 Flooring**

Flooring in various rooms of various buildings shall be as for detailed schedules.

### **7.2.5 Tile Works**

Tiles shall be laid in accordance to IS specifications and instructions of manufacturer. Tiles shall be fixed with approved tile adhesive. Floor to receive tiles shall be wire brushed cleaned, wetted and mopped. Cement concrete screed of about 28 mm thickness shall be spread over the area uniformly and compacted with 2-3 meter straight edge to achieve dead uniform levels or slopes as required. Surface shall be allowed to harden for 7 days. Tiles shall be fixed by using tile adhesive (cement based) as specified by approved manufacturer about 3-6 mm on floor. Adhesive well combed and tile fixed with twist method to correct position. Tiles shall be positioned by tapping with wooden hammer and level checked with straight edge 2-3 meter long. Joints shall be as specified by tile manufacturer or as thin as possible.

Providing and laying Anti-skid vitrified tiles in different sizes (thickness to be specified by manufacturer) with water absorption less than 0.08% and confirming to IS: 15622, of approved make, in all color and shades, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand), joining with grey cement slurry @ 3.3kg/sq.m including grouting the joints with white cement and matching pigments etc., complete size of tile 300X600.

## **7.2.6 Screeding and Punning**

### **7.2.6.1 Scope of work:**

The work covered under this specification consists of providing and laying at levels and floors, flooring of different types, strictly in accordance with these specifications and relevant drawings.

### **7.2.6.2 Materials:**

The maximum size of coarse aggregate shall be 10mm. The fine aggregate shall consist of properly graded sand. Concrete shall be mixed preferably by machine, and hand mixing shall be avoided as far as practicable.

### **7.2.6.4 Preparation of Base:**

The base concrete surface shall be thoroughly chipped to remove laitance, caked mortar, loose sand, dirt etc. cleaned with wire brush and washed clean and watered until no more water is absorbed.

### **7.2.6.5 Mixing:**

The topping concrete shall be of mix of one part of cement, two parts of sand and 4 parts of well graded stone chips of 10mm maximum size. The ingredients shall be thoroughly mixed with just sufficient water to the required plasticity, having water cement ratio not more than 0.4.

### **7.2.6.6 Laying:**

The free water on the surface of the base shall be removed and a coat of cement slurry to the consistency of thick cream shall be brushed on the surface. On this fresh grouted base, the prepared cement concrete shall be laid immediately after mixing. The concrete shall be spread and leveled carefully. The concrete shall be compacted and brought to the specified levels by means of a heavy straight edge resting on the side forms and down ahead with a sawing motion in combination with a series of lifts and drops alternatively with small lateral shifts, either mechanically or manually as directed by the Engineer-in-charge.

### **7.2.6.7 Finishing the surface:**

After the concrete has been fully compacted, it shall be finished by toweling or floating. Finishing operations shall start shortly after the compaction of concrete and shall be spread over a period of one to six hours depending upon the temperature and atmospheric conditions. The surface shall be troweled intermittently at intervals for several times so as to produce a uniform and hard surface.

## **7.2.7 Walls**

Buildings shall be of framed superstructure. All walls shall be non-load bearing walls. Min. thickness of external walls shall be 230 mm (one brick) with 1:6 cement sand mortar.

## **7.2.8 Plastering**

All internal walls shall have minimum 12mm and 15 mm thick 1:6 cement sand plaster on either side of wall. The ceiling shall have wall putty.

## **7.2.9 Painting**

All external surfaces shall have 18 mm cement plaster with weather coat paint. The paint shall be antifungal quality of reputed brand suitable for masonry surfaces for high rainfall zone. Inner wall surface should have two (2) coat emulsion Paint with primer paint. White cement primer shall be used as per manufacturer's recommendation. Approved paints, oils or varnishes shall be brought to the site of work by the contractor in their original containers in sealed condition.

#### **7.2.9.1 Painting, Priming coat on Wood, Iron of Plastered Surfaces**

##### **Primer**

The primer for wood work, iron work or plastered surface shall be as specified in the description of the item.

Surfaces Primer to be used

- a) Wood work (hard and soft wood) Pink conforming to IS 3536 – 1966
- b) Resinous wood and ply wood with Aluminum Primer
- c) Iron & Steel, aluminum and galvanized steel work with zinc chromate primer conforming to IS 104-1962
- d) Plastered surfaces, cement brick work, Asbestos surfaces for oil bound distemper and paint Cement primer

The primer shall be ready mixed primer of approved band and manufacture.

##### **Preparation of Surface**

##### **Wood work:**

The wood work to be painted shall be dry and free from moisture.

The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted.

The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied, the holes and indentation on the surface shall be stopped with glaziers putty or wood putty (for specifications for glaziers putty and wood putty – refer as mentioned herein before). Stopping shall not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the latter is therefore liable to crack.

##### **Iron and Steel Work:**

All rust and scales shall be removed by scrapping or by brushing with steel wire brushes.

Hard skin of oxide formed on the surface of wrought iron during rolling which becomes loose by rusting, shall be removed. All dust and dirt shall be thoroughly wiped away from the surface.

If the surface is wet, it shall be dried before priming coat is undertaken.

##### **Plastered Surface:**

The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and where drying is satisfactory, painting shall be taken. Before primer is applied, holes and undulations, shall be filled up with plaster of Paris / putty and rubbed smooth.

##### **Application:**

The primer shall be applied with brushes, worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described herein after.

**a) Painting with Acrylic Emulsion/Plastic Emulsion Paint/Weather coat**

This shall be polyvinyl based Acrylic / plastic emulsion paint of approved manufacture of the required shade conforming to IS 5411-1969.

**b) Putty:**

Plaster filler to be used for filling up (putting) uneven surfaces, small cracks and holes etc. shall be of approved compound and as per recommendations of the manufacturers. No oil based putty shall be used. The putty should be made from a mixture of whiting and plastic emulsion paint or as per manufacturer recommendations.

**c) White washing:**

The white wash shall be applied with brushes or by spray in the specified number of coats. The operation for each coat in the case of brush application shall consist of a stroke of the brush given from the top downwards, another from the bottom upwards over the first strike, and similarly one stroke horizontally from the right and another from the left before it dries. Each coat shall be allowed to dry before the next one is applied. Further reach coat shall be inspected and approved by the Engineer-in-charge before the subsequent coat is applied. No portion of the surface shall be left out initially to be patched up later on.

For new work, three or more coats shall be applied till the surface present a smooth and uniform finish through which the plaster does not show. The finished dry surface shall not show any sign of cracking and peeling nor shall it come off readily on the hand when rubbed.

For old work, after the surface has been prepared as described hereinbefore, a coat of white wash shall be applied over the patches and repairs. Then a single coat or two or more coats of white wash as stipulated in the description of the item shall be applied over the entire surface. The white washed surface should present a uniform finish through which the plaster patched do not appear. The washing on ceiling should be done prior to that on walls.

**7.2.10 Finishing**

All external surfaces shall have 18 mm cement plaster in two coats, under layer 12 mm thick cement plaster 1:5 and finished with a top layer 6 mm thick cement plaster 1:6 (DSR 13.19) with water proofing compound. The paint shall be antifungal quality of reputed brand suitable for masonry surfaces for high rainfall zone. White cement primer shall be used as per manufacturer's recommendation.

**7.2.11 GRILLS/RAILING****7.2.11.1 General**

The contractor shall submit the drawings shall show all dimension, details of construction, `installation relating to the adjoining work.

**7.2.11.2 Materials**

All structural steel shall conform to IS 226-1963 sections for grills and shall be free from Loose mill scales, rusts, pitting or any other defects affecting its strength and durability.

**7.2.11.3 Fabrication**

The grills shall be fabricated to the design and pattern shown in the drawings. All joints shall be made in best workman like manner with slotting and welding as required to the specified size and shape. The edge of the M.S. flats shall be suitably mitred before welding to get the desired shape. The joints shall be filled to remove excess stay after welding screws, nuts, washers, bolts, rivets and any other miscellaneous fastenings devices shall be of steel and shall be provided by the contractor.

Manufactured M.S. Grills then be fixed in between the posts, balusters, M.S. frame work etc. to correct alignment. Any undulations, bends etc. found shall be rectified by the contractor at his own cost. The complete assembly of grill / railing so fixed shall be firm and there shall not be any lateral movements.

#### **7.2.11.4 Samples**

Samples of grill and railings shall be submitted for approval of the Engineer-in-charge and to be got approved before taking up for mass fabrication.

#### **7.2.11.5 Installation**

The approved grills shall be fixed in position where specified and shown in drawings including in masonry walls, teakwood frames, hand railings etc. Any damages to walls, frames etc. caused during fixing the grills shall be made good by grouting with cement mortar/packing/repairing properly at the contractors cost.

#### **7.2.11.6 Painting**

Painting shall be done as per the specification specified under painting.  
**Finishing / Painting/Polishing for railing:**

Hand rail shall be polished with wax polish / French polish / melamine with two or more coats over one coat of primer or painted with two coats of synthetic enamel paint / flat oil paint of approved make and shade over one coat of approved primer. M.S. grills, balusters, etc. also to be painted as per specifications specified under Painting/ Polishing.

#### **7.2.12 Steel Rolling Shutter**

Measurement for payment of Steel Rolling Shutter will be in square meter as mentioned in BOQ. The unit rate shall cover the cost of manufacturing, materials, labors, tools, equipment's, transporting, erection, painting etc., all complete to the satisfaction of Employer.

#### **7.2.13 Door and windows**

Doors and windows should be hard, strong and durable which is specified on BOQ. The quality of door and windows should be strong, hard and durable with showing cultural wooden carved arts and aesthetic ancient beauty for religious building. The details of door and windows of each buildings shall be as per tender drawing with relevant IS code and cultural arts and aesthetic and ancient beauty.

#### **7.2.14 Toilet/Bathroom finishing with necessary fittings**

##### **7.2.14.1 General**

The Contractor shall furnish, install, maintain and operate all necessary sanitary appliances and other materials for one complete set Toilet with urinals and sunken slab along with the water proofing treatment shall be provided.

The Contractor is required to submit all the detail layout plan showing breakdown of all items, fittings, accessories and other to the Engineer for his approval. Selection, installation and maintenance of sanitary appliances shall be in accordance with good practice. All sanitary appliances and fittings shall be carefully examined for defects before they are installed and also in the completion of work. The Contractor shall inform to the Engineer from time to time prior to installation and execution of work at least 7 days before fitting after getting approval for the make of appliances.

All such work shall be as per specification, drawing and direction of Engineer and complete in all respect in position, level dimension, with all necessary fixtures, clamps, connections, etc. including cutting, bending, grooving, installation and re-installation of civil works as per specification with materials or as directed by the Engineer. Contractor shall make arrangement of toilet/bathroom as per tender drawing. Tentative quantity of fixtures/accessories shall decide as per requirement and number of users.

#### **7.2.14.2 Sanitary works and fixtures**

The work shall cover providing and installing sanitary works and fixtures complete set with all necessary fitting, internal and external for fixing at positions of the building including cutting and making good the damages groove to its original finish and ready for operation after testing.

##### **Materials**

All sanitary fittings shall be of good quality as approved by the Engineer. Alternatively a schedule of other manufacturer's, fittings may be submitted for approval of the Engineer.

##### **Fittings**

##### **1. European Low level W.C. Suite**

(a) The W.C. shall be white vitreous China (Commode), "P" or "S" Trap with flush bend with heavy pattern hinged back plastic seat and flexible plastic cover connector.

(b) Low level flushing tank for the W. C. shall be of porcelain Vitreous China low down type, 10 liters vitreous China with waste water preventer, syphon ball valve, flush bend, C. P. type stopcock 12 mm diameter, flexible connecting pipe with necessary hinged, buffers, screws, stand, etc. fitting and fixing with brackets all complete as directed by the Engineer.

##### **2. Asian W. C.**

The W. C. shall be of white vitreous China Orissa pattern with 100 mm dia H. C. C. syphon with vent arm S or P trap with ISI mark nit. The Orrisa pattern pan shall be fitted with C. P. flush valve of standard make.

##### **3. Urinals**



The urinals shall be of white vitreous China flat back type urinals with chrome plated spreader pipes and necessary C. P. fittings with all hangers, white vitreous China division wall hanger and screws, vitreous China automatic flushing cistern of suitable capacity for number of urinal.

#### **4. Wash Basin**

The wash basin shall be of white vitreous China Lavatory basin of size 560 mm x 456 mm with one or double trap as per direction, 32 mm chrome plate waste pipe 1 meter chain stay and plug, pair of C. P. built in brackets, 32 mm C. P. Bottle trap, "S" or "P" trap, 12 mm lead connecting 5 m long with both end coupling joint. All necessary bib-cock, stopcock, mixture, shower and other related accessories to complete the bathroom and toilet shall be supplied by the Contractor as approved by the Engineer.

#### **5. Paper Holder**

The toilet paper holder shall be of white glazed porcelain clay box type or C. P. wall mounted type as per directed by Engineer.

#### **6. Soap Disc**

The soap disc shall be of white glazed porcelain or C. P. wall mounted as per directed by Engineer.

#### **7. Glass self**

The glass self shall be specified size with C. P. guard rail and bracket with C. P., screws. The glass shall be 6 mm thick with edge round off or as directed by the Engineer.

#### **8. Towel Rail**

Towel rail shall be one arm, two or multiple arm fixed on wall and it shall be C. P.

#### **9. Paper Holder**

The mirror shall be of at least 6 mm thick silver backed, best quality as approved by the Engineer. The mirror shall be with backlight frame. Bathroom mirror shall be (600 x 450 x 6 mm thick) hard board backing.

### **7.2.16 Water tank**

PVC syntax or equivalent make Roof water tank of adequate capacity depending on the number of users for 24 hours storage shall be provided. Minimum 1 Nos. 500 liters capacity shall be provided in each building/location as per requirement. For School building syntax tanki Two (2) Nos of minimum capacity 1000 liters shall be provided. Water storage tanks shall be provided with a stop valve or stop cock at every outlet other than overflow pipe, and shall be fitted with copper strainer. Outlet pipe shall be as per drawing or as directed by the Engineer.

The fixing and fitting of the sanitary wares and fixtures to the plate shall be in accordance with the good practice.

## **8. WATER SUPPLY AND SANITATION**

### **8.1 Water Supply**

This section covers the basic requirements for water supply and general requirement of plumbing connection to water supply to water systems from the approved water source at different villages of Rasuwa and Nuwakot.

All pipe work shall be so laid or fixed and maintained as to be as to remain watertight thereby avoiding waste of water and the risk of contamination of water conveyed.

Underground pipe shall be laid in such a way that it is unlikely to be damaged by frost or traffic loads and vibrations. Special precautions shall be taken to avoid damage to the piping by corrosion, water hammering. No bend shall be made abrupt to avoid friction loss.

#### **8.1.1 Laying of Main Pipes**

The mains and pipes on site shall be laid in accordance with good standard practice. The work shall cover all materials required for such pipes & fittings. The work shall include line marking, level marking, excavation and laying filling with excavated materials, tying and clamping, jointing of pipes, groove cutting, fixing with couplings, T-bend, etc. complete with testing and ready for operation.

#### **8.1.2 Materials**

The pipes shall be galvanized mild steel seamless screwed and socketed tubes conforming to the requirements of IS: 1239-1938 or as approved by the Engineer. All fittings for pipe shall be HDPE material. All pipes shall be tested before use in laying. In general the pipe diameter shall be in the range of 15-100 mm as specified in the drawings or as directed by the Engineer. Stop-cock, valve, etc. shall be of appropriate diameter and capacity made from gun metal of approved quality. Jointing of pipes shall be as per good practice and or as directed by the Engineer.

### **8.2 Construction Water Supply**

- i) Contractor shall make its own arrangement for construction water.
- ii) The contractor shall carry out all the plumbing/erection works required for supply of water in School building, Health post and Community Building.
- iii) The details of tanks, pipes, fittings, fixtures etc for water supply are given elsewhere in the specification under respective sections as per requirement.
- iv) A scheme shall be prepared by the contractor indicating the layout and details of water supply which shall be got approved by the Owner before actual start of work including all other incidental items not shown or specified but as may be required for complete performance of the works.

### 8.3 Sewerage System

- (i) Sewerage system shall be provided for Community building, Health post and School building.
- (ii) The Contractor shall construct septic tank and soak pit, man hole suitable for 150 users for School building, 20 user for Community building and 10 user for Health post.
  - (i) The septic tank and soak pit shall be constructed as per enclosed drawing no. C/DMD/006-Rev-0.

### 8.4 Roof

Providing and laying in situ five course water proofing treatment with APP (Atactic Polypropylene) modified polymeric membrane over roof consisting of first coat of bitumen primer @0.40 kg per sqm, 2nd & 4th courses of bonding material @1.2 kg/sqm, which shall consist of blown type bitumen grade 85/25 conforming to IS: 702, 3rd layer of roofing membrane APP modified Polymeric membrane 2.0 m thick of 3.00kg/sqm weight consisting of five layer of prefabricated with center core as 100 micron HMHDPE film sandwiched on both sides with Polymeric mix and Polymeric mix is protected on both sides with 20 micron HMHDPE . 5th, the top most layer shall be finished with brick tiles of class designation 10 grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% integral water proofing compound by weight of cement over a 12 mm layer of cement mortar 1:3 (1 cement : 3 fine sand) and finished neat. Grading roof for water proofing treatment with 22.14.1 Cement concrete 1:2:4 (1 cement: 3 coarse sand: 4 graded stone aggregate 20 mm nominal size).

The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. All above operations to be done in order and as directed and specified by the Engineer-in-charge.

### 8.5 Screeding and Punning

#### 8.5.1 Scope of work:

The work covered under this specification consists of providing and laying at levels and floors, flooring of different types, strictly in accordance with these specifications and relevant drawings.

#### 8.5.2 Materials:

The maximum size of coarse aggregate shall be 10mm. The fine aggregate shall consist of properly graded sand. Concrete shall be mixed preferably by machine, and hand mixing shall be avoided as far as practicable.

#### 8.5.3 Preparation of Base:

The base concrete surface shall be thoroughly chipped to remove laitance, caked mortar, loose sand, dirt etc. cleaned with wire brush and washed clean and watered until no more water is absorbed.

#### 8.5.4 Mixing:

The topping concrete shall be of mix of one part of cement, two parts of sand and 4 parts of well graded stone chips of 10mm maximum size. The ingredients shall be thoroughly mixed with just sufficient water to the required plasticity, having water cement ratio not more than 0.4.

**8.5.5 Laying:**

The free water on the surface of the base shall be removed and a coat of cement slurry to the consistency of thick cream shall be brushed on the surface. On this fresh grouted base, the prepared cement concrete shall be laid immediately after mixing. The concrete shall be spread and leveled carefully. The concrete shall be compacted and brought to the specified levels by means of a heavy straight edge resting on the side forms and down ahead with a sawing motion in combination with a series of lifts and drops alternatively with small lateral shifts, either mechanically or manually as directed by the Engineer-in-charge.

**8.5.6 Finishing the surface:**

After the concrete has been fully compacted, it shall be finished by toweling or floating.

Finishing operations shall start shortly after the compaction of concrete and shall be spread over a period of one to six hours depending upon the temperature and atmospheric conditions. The surface shall be troweled intermittently at intervals for several times so as to produce a uniform and hard surface.

**9. MISCELLANEOUS****9.1 Pinnacle (Gajur):**

Products should be manufactured using high quality of raw material. The Pinnacle should reflect a clearly distinctive basic principle that represents a particular culture, arts and era of that locality.

**9.2 Electrical Fixtures:**

The electrical fixtures consist of the lightning fixtures, switches, distribution boards and receptacles. These fixtures shall be as enough to fulfill the lighting requirement. The fixtures shall be of best quality and from renowned brand prior approval from Employer shall be taken before purchase and installation of the fixtures. The Installation of Electrical fixtures and accessories shall be in Community building, School building, Religious places, Vegetable collection center, Health post building shall be as per approved construction drawing provided to the contractor.

**9.3 Fencing:****9.3.1 Product materials for fencing**

The minimum requirements are as follows:

**9.3.2 Chain Link fence fabric in accordance to IS-2721**

- |    |                            |   |             |
|----|----------------------------|---|-------------|
| 1. | Size of mesh               | : | 75 mm       |
| 2. | Nominal wire size          | : | 3.15 mm dia |
| 3. | Width of chain link        | : | 2000 mm     |
| 4. | Class of zinc coating      | : | medium      |
| 5. | Zinc coated after weaving. |   |             |

### 9.3.3 Posts

#### Angle Section

Intermediate	: L 50 x 50 x 6
Straining posts	: L 65 x 65 x 6
Stay post	: L 50 x 50 x 6

1. All structural steel shall conform to IS: 2062 and shall be painted with a coat of approved steel primer and two coats of synthetic enamel paint.
2. The Chain Link fabric shall be fixed to the post at the top and bottom of the fence by welding/fixing 50 mm MS flat all through its length.
3. Fencing top shall be either of galvanized barbed wire or tape. Barbed wire shall conform to IS: 278.
4. The barbed wire may consist of not more than two splices per reel. The barbed wire shall be formed by twisting two line wires, one containing the barbs. The barbed wire shall be designated as A-4 IS: 278 and shall be galvanized.
5. Above chain link, 3-rows (6 nos) of barbed tape/wire shall be provided in each arm of the Y shaped barbed arm at top.
6. With barbed tape/wire above the chain link fence, the total fence height shall be minimum 2500 mm above finished gravel level.
7. Barbed tape/wire arms shall be same as intermediate and straining post.
8. Tension wire: single strand, high tensile, galvanized steel wire, 4 mm diameter.
9. Fittings and hardware: cast aluminum alloy or galvanized steel, malleable or ductile cast iron turnbuckles to be drop forged.
10. For every 50 reels or part there of samples of the barbed wire/tape and the individual line wires shall be put to tensile test and in case of failure to conform to the tensile properties given below, two additional tests of each kind shall be made on the samples cut from other reels.
11. GI chain link mesh shall be as per IS: 2721. Mesh size 75 mm and nominal wire size shall be 3.15 mm diameter.

#### Tensile properties

Tensile strength of line wire	:	40 to 60Kgs/Sq.mm
Minimum Breaking load of	:	375Kgs.
Complete barbed wire/tape		

On the results of these additional tests, the whole or portion of the barbed wire/tape shall be accepted or discarded by the Purchaser, as the case may be.

### 9.3.4 Installation

1. Contractor shall submit the fencing drawing Fence shall be installed along lines shown on approved drawings.
2. Post holes shall be excavated by approved methods.

3. Intermediate posts shall be spaced 2.5 m apart measured parallel to ground surface.
4. Straining posts shall be installed at equal intervals not exceeding 25.0 m.
5. Straining posts shall be installed at sharp changes in grade, at corners, at change of direction and where directed.
6. All corner post will have two-stay post and every tenth post will have a transverse stay post.
7. Posts shall be set in 1:2:4 plain cement concrete Blocks of minimum dimension 400 mm x 400 mm x 1000 mm deep Concrete work shall conform to relevant clause. Post shall be braced and held in plumb position and true alignment and elevation until concrete has set.
8. Fence fabric shall not be installed until concrete has cured a minimum of 7 days.
9. Bottom and top of the fence fabric shall be fixed with MS flats of 50 mm x 6mm (min).
10. Fence fabric shall be laid out with barbed edge on top, stretched tightly and shall be fastened to intermediate, post gate and straining post with 50 x 6 flats.
11. Fabric shall be secured to tension wires with tie wires at 400 mm intervals. Tie wires shall be given not less than two twists.
12. Barbed tape shall be spliced with standard wire splices.
13. Barbed tape shall be stretched to have uniform tension.
14. Barbed tape shall be attached to barbed wire arms with approved metal clips.
15. Toe wall of one Brick/Random Rubble masonry, with notches over 75 mm thick PCC (1:4:8) shall be provided below all fencing and shall be minimum 200 mm above and 200 mm below finished ground level. All exposed surfaces of brick toe wall shall be provided with 1:6 cement sand plaster and coated with two coats of colour wash with a base coat of white wash with lime. Rubble masonry toe wall shall be with raised & cut pointing and 50 mm PCC (1:2:4) band coping.
16. Proper earthing shall be done for fencing also.

#### 9.4 Marble Works

Marble stone flooring with 18 mm thick marble stone, as per sample of marble approved by Engineer-in-charge, over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with grey cement slurry, including rubbing and polishing complete with : Raj Nagar plain.

#### 9.5 MISCELLANEOUS

- a) Contractor shall comply with all the applicable statutory rules pertaining to factories act (as applicable for the State). Fire Safety Rules of Tariff Advisory Committee, Water Act for pollution control etc.
- b) Provisions for fire proof doors, no. of staircases, fire separation wall, plastering on structural members (in fire prone areas) etc. shall be made according to the recommendations of Tariff Advisory Committee.
- c) Statutory clearance and norms of State Pollution Control Board shall be followed as per Water Act for effluent quality from plant.
- d) Requirement of sulphate resistant cement (SRC) for sub structural works shall be decided in accordance with the Indian Standards based on the findings of the detailed soil investigation to be carried out by the Bidder.
- e) Foundation system adopted by Bidder shall ensure that relative settlement and other criteria shall be as per provision in IS: 1904 and other Indian Standards
- f) All water retaining structures designed as un-cracked section shall also be tested for water tightness at full water level in accordance with clause no. 10 of IS: 3370 (Part-I).
- g) Construction joints shall be as per IS: 456.
- h) All underground concrete structures like water retaining structures etc. shall have plasticizer cum water proofing cement additive conforming to IS: 9103. In addition, limit on permeability as given in IS: 2645 shall also be met with. The concrete surface of these structures in contact with earth shall also be provided with two coat of bituminous painting for water/damp proofing. In case of water leakage in the above structures, Injection Method shall be applied for repairing the leakage.
- i) All building/construction materials shall conform to the best quality specified in CPWD specifications if not otherwise mentioned in this specification.
- j) All tests as required in the standard field quality plans have to be carried out.

## **Chapter 4**

# **Drawings for Social Development Component**



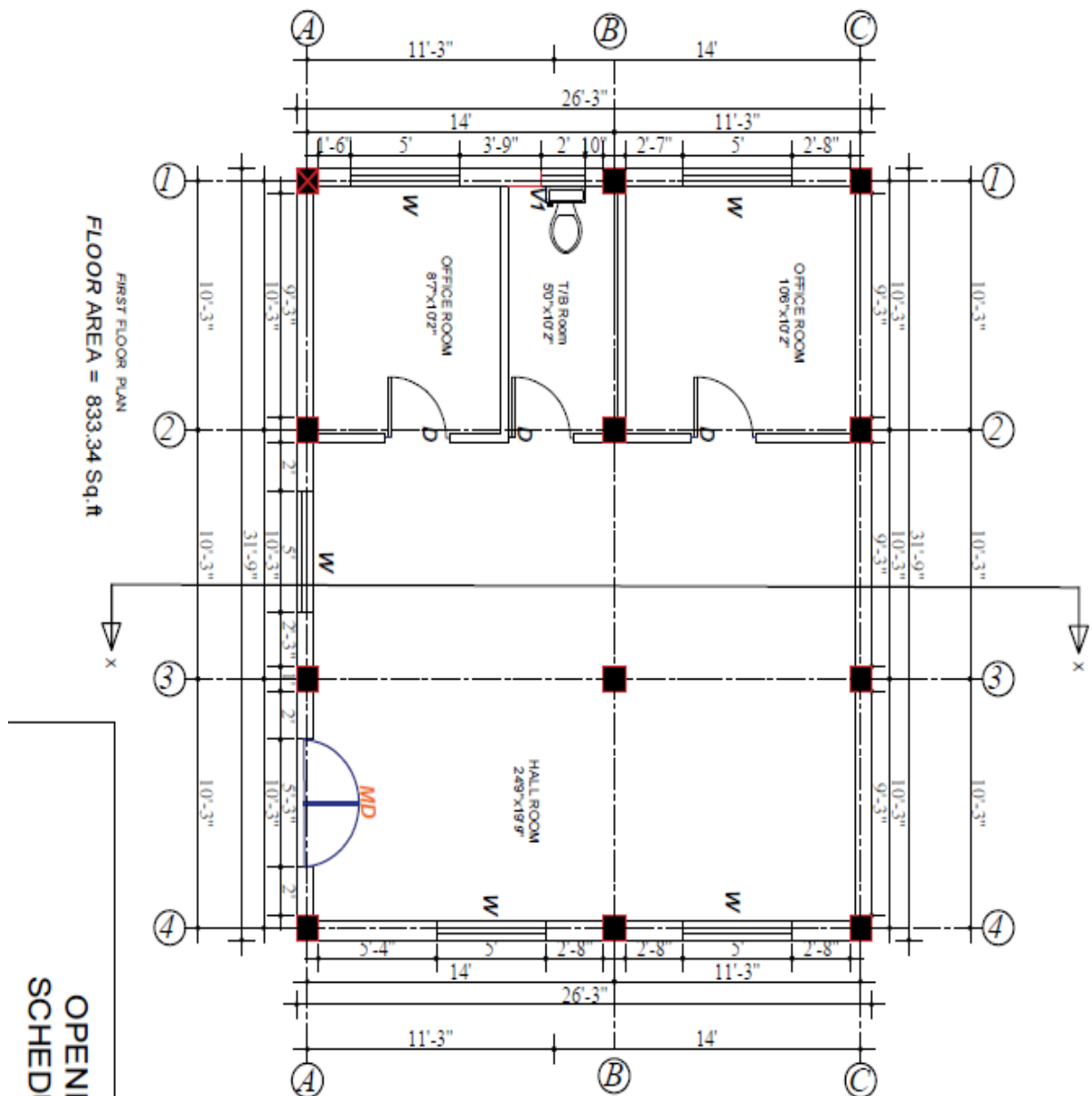
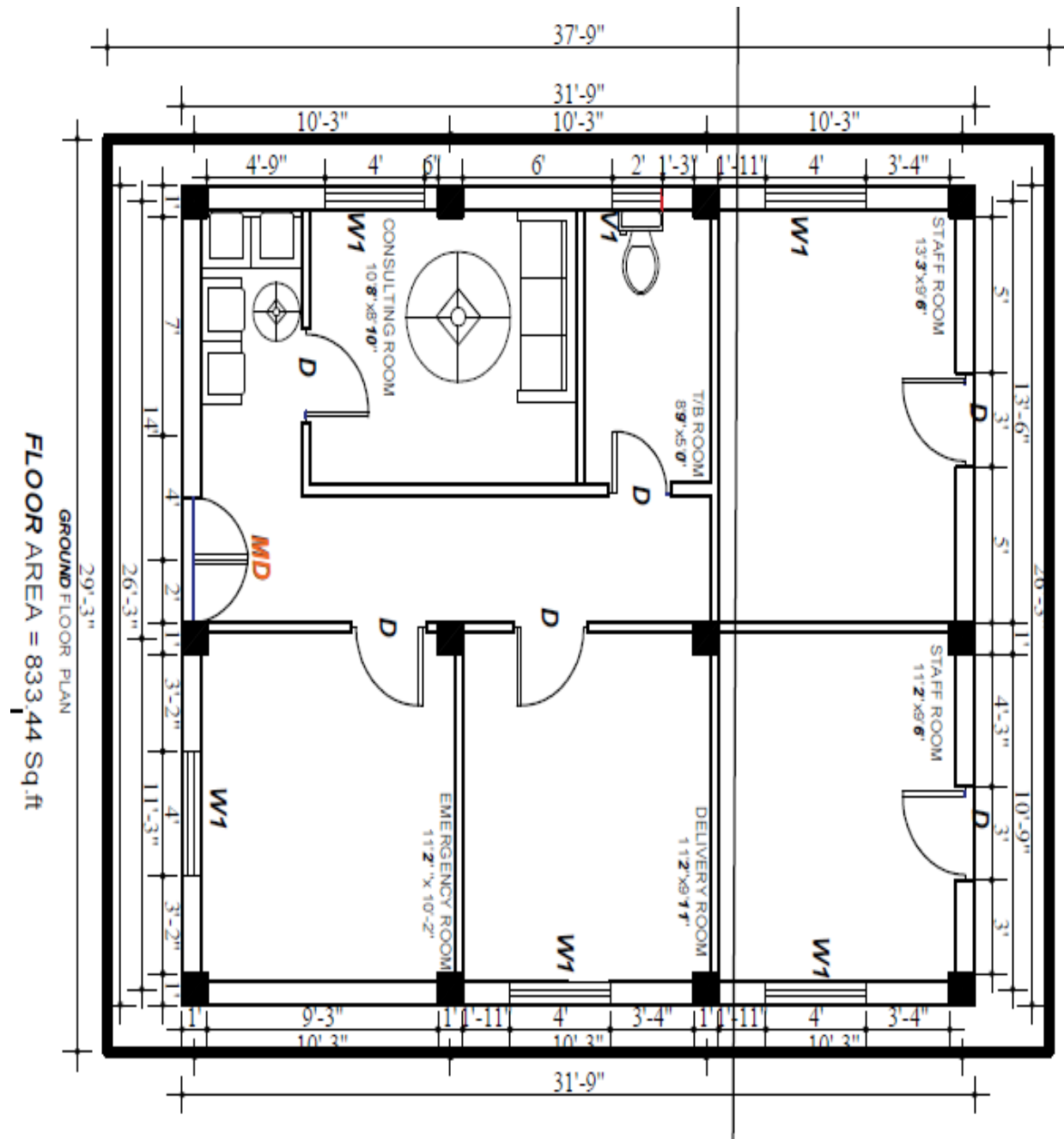


Fig: Plan for Community Building



**Fig: Plan for Health Post Building**

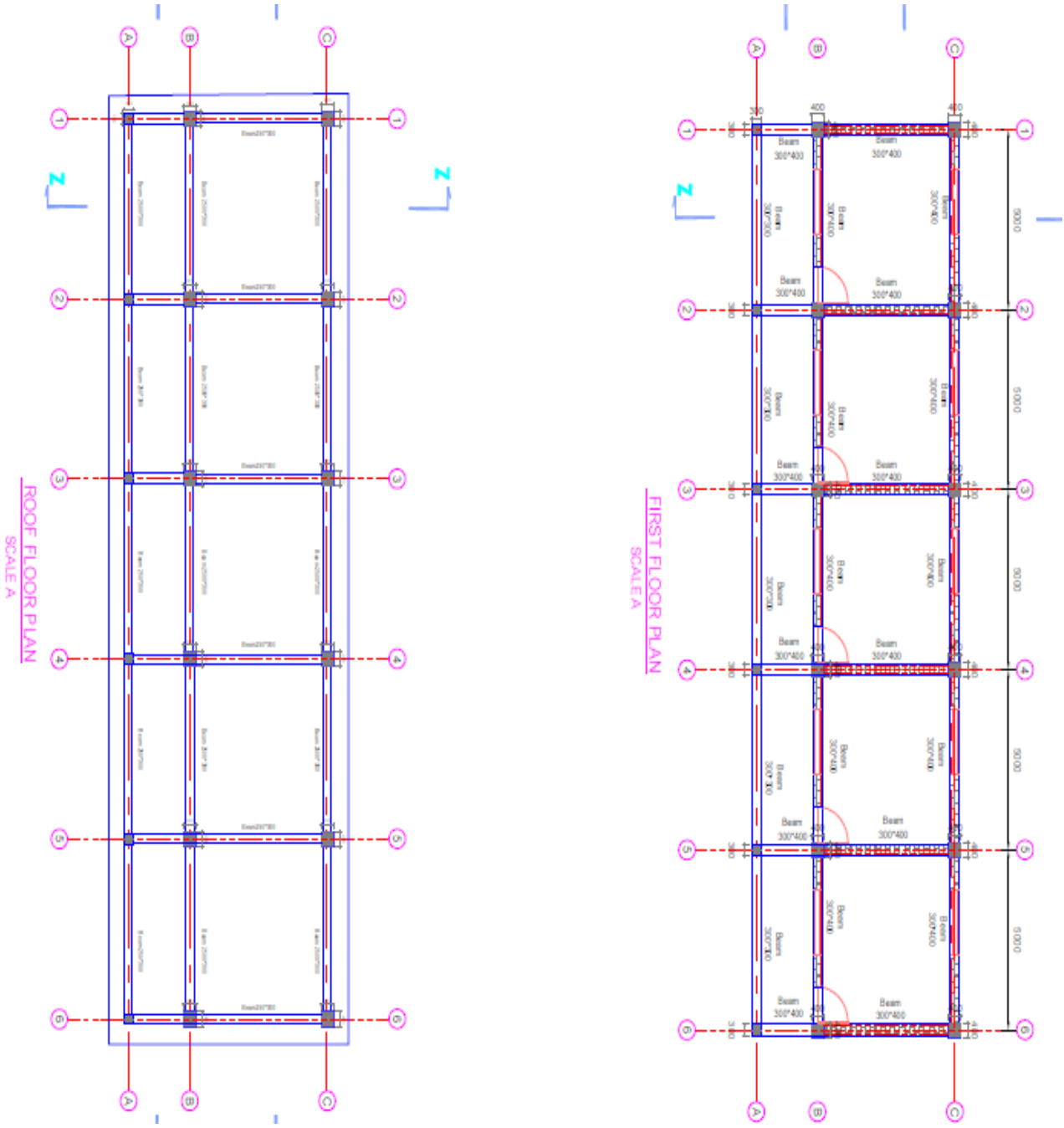
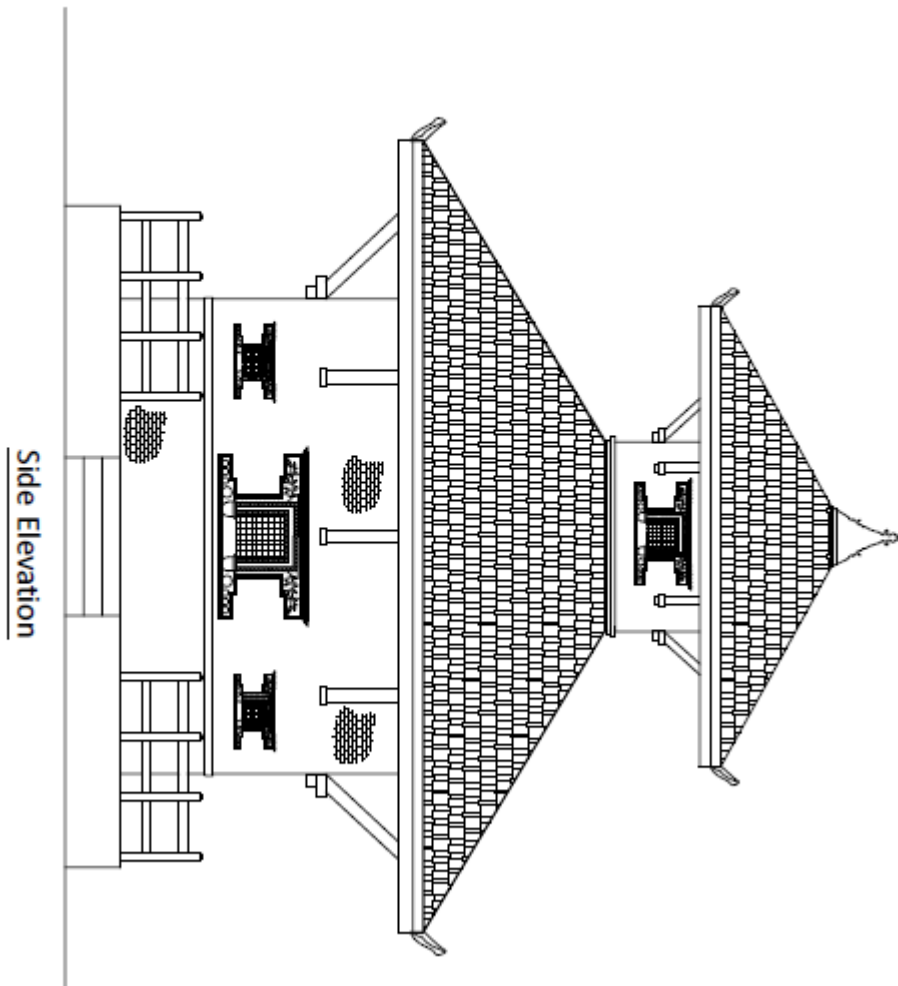
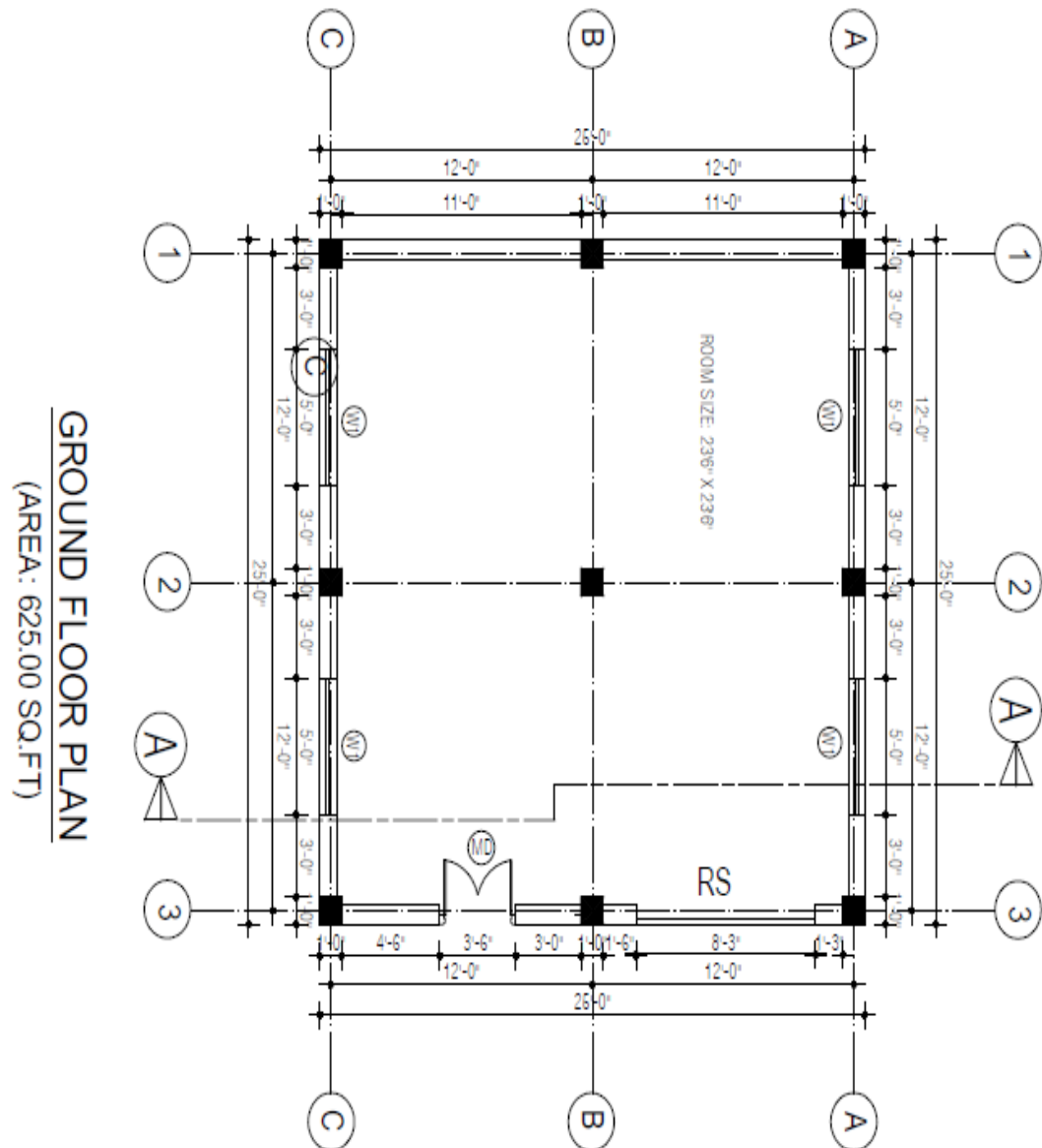


Fig: Plan for School Building



**Fig: Layout for Temple**



**Fig: Plan for Vegetable Collection Centre**

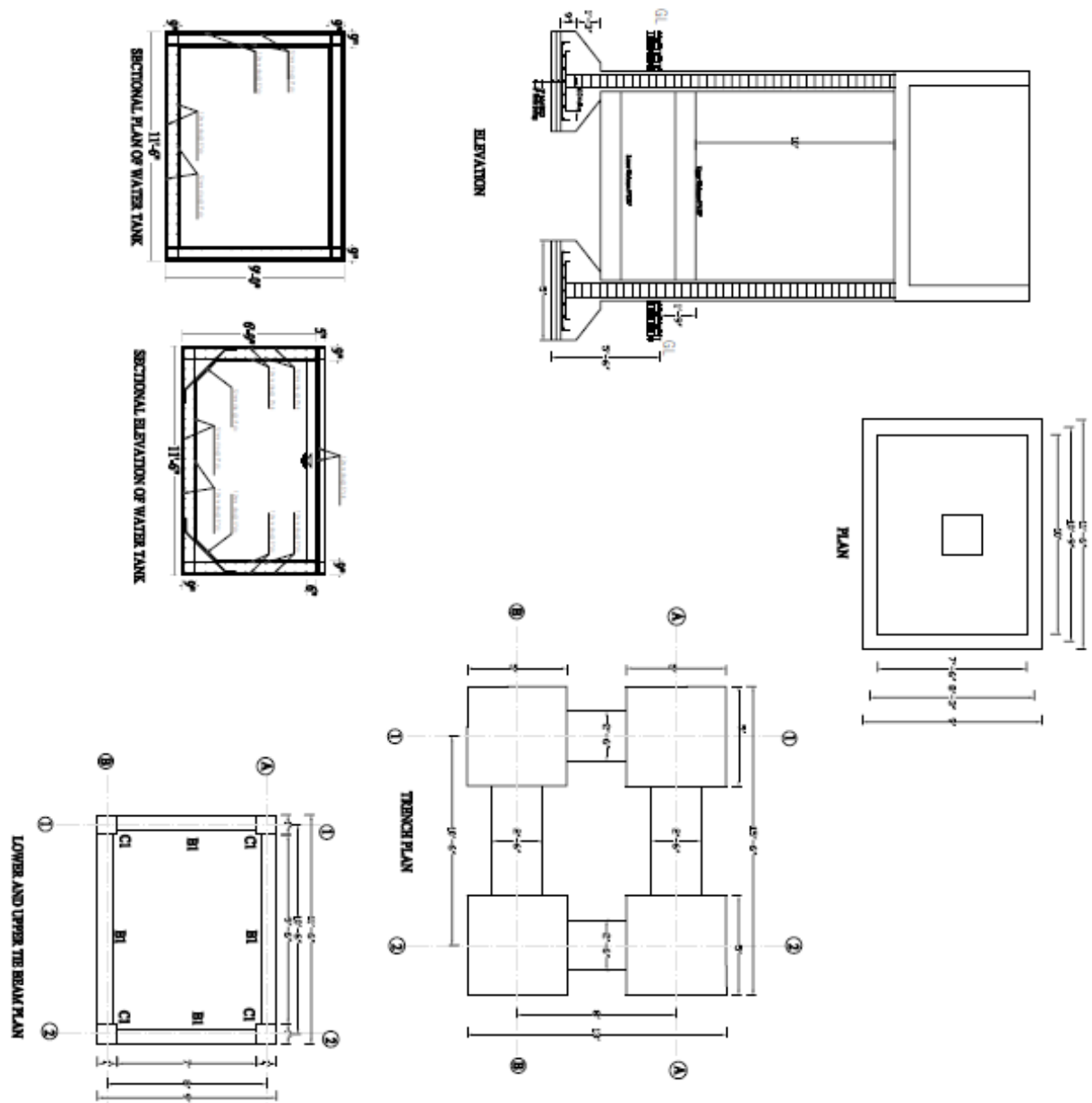


Fig: Plan for Water Supply Scheme Tank

# NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)



***KfW Development Bank (No.: 2015-68-112)***  
***Reconstruction and Improvement of Electricity in Earthquake Affected***  
***Districts of Rasuwa and Nuwakot***  
***Social Infrastructure Development Component***  
***Rasuwa Nuwakot Distribution System Reconstruction and Improvement***  
***Project***

**BIDDING DOCUMENT  
FOR**

**Construction works of Social Infrastructure  
Consisting of School, HealthPost, Community Building and Cultural  
Heritage**

**Single-Stage, Two-Envelope  
Bidding Procedure**

<b>Issued on:</b>	<b>26 December, 2019</b>
<b>Invitation for Bids No.:</b>	<b>NCB-REIP-SDC-2019-01</b>
<b>ICB No.:</b>	<b>NCB-REIP-SDC-2019-01</b>
<b>Employer:</b>	<b>Nepal Electricity Authority</b>
<b>Country:</b>	<b>Nepal</b>

VOLUME 3 OF 3

Rasuwa Nuwakot Distribution System Reconstruction and Improvement Project  
Distribution and Consumer Service Directorate  
Planning and Technical Service Department  
Nepal Electricity Authority  
Ratnapark, Kathmandu  
Phone No: +977 1 4153147, 4153141

## Letter of Price Bid

[Bidder's Letterhead]

Date: ....., 2019

NCB No.: NCB-REIP-SDC - 2019-01

Invitation for Bid No.: NCB-REIP-SDC - 2019-01

To: [. . . insert complete name of the employer . . .]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to construct in conformity with the Bidding Document the following works: [. . . insert narrative . . .]
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is the sum of

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

*The total bid price from the (Schedule No. 1 should be entered by the Bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows: [. . . insert discounts and methodology for their application if any . . .]
- (e) Our Bid shall be valid for a period of [. . . insert bid validity period as specified in ITB 20.1 of the BDS . . .] days from the date fixed for the 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) 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.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive



Name .....  
In the capacity of .....  
Signed .....  
Duly authorized to sign the Bid for and on behalf of .....  
Date.....

# Price Schedules

## PREAMBLE

### General

1. The Price Schedules are divided into separate Schedules as follows:  
     [Schedule 1](#)      [Material Supply and Construction](#)
2. The Schedules do not generally give a full description of the works to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and review the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

### Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.  
     As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document.  
     For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.  
     Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements) or elsewhere in the Bidding Document.
6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

**Schedules of Rates and Prices**

Schedule 1     Material Supply and Construction

Construction of Social Infrastructures consiting of School, Helath Post, Community Building, Religious Place etc under Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Districts

(Schedule of rates and prices)

Bidder's Name & Address:

Materials to be supplied from abroad

1	2	3	4	5	6.00	7	8	9 = 6 x 8
Sl. No.	Item Description	Country of Origin	Type & Designation	Unit	Quantity	Currency (As per ITB 19.1)	Unit CIP Entry Border Point / CIF Port of Entry Price (^), as applicable	Total CIP Entry Border Point / CIF Port of Entry Price (^), as applicable
Not Applicable								
	Total for Schedule 1							

Construction of Social Infrastructures consisting of School, Health Post, Community Building, Religious Place etc under Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Districts

(Schedule of rates and prices)

Bidder's Name & Address:

Materials to be supplied from Employer's Country

1	2	3	4	5	6	7	8	9 = 6 x 8	10
Sl. No.	Item Description	Country of Origin	Type & Designation	Unit	Quantity	Currency (As per ITB 19.1)	Unit ExW Price	Total ExW Price	Mode of Transaction (Direct/ Bought-Out)
Not Applicable									
	Total for Schedule 2								

**Construction of Social Infrastructures consiting of School, Helath Post, Community Building, Religious Place etc under Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Districts**

(Schedule of rates and prices)

Bidder's Name & Address:

Local Transportation, Insurance and other incidental services (including port clearance etc.) applicable for supply of Materials.

1	2	3	4	5	6	7	8 = 6 x 7
Sl. No.	Item Description	Country of Origin	Type & Designation	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)
<b>Not Applicable</b>							
	<b>Total for Schedule 3</b>						

**Construction of Social Infrastructures consisting of School, Health Post, Community Building, Religious Place etc under Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot Districts**

**(Schedule of rates and prices)**

Bidder's Name & Address:

**Construction Charges**

1	2	3	4	5	6.00	7	8	9 = 6 x 8	10	11 = 6 x 10
Sl. No.	Item Description	Country of Origin	Type & Designation	Unit	Quantity	Portion in Foreign Currency			Portion in Local Currency	
						Currency (As per ITB 19.1)	Unit Charges	Total Charges	Unit Price (NPR)	Total Price (NPR)
(1)	(2)	(3)		(4)						
<b>A</b>	<b>Construction of Civil Works as Per Technical Specification</b>									
1	Site Clearance and Preparation			LS	8.00					
2	Earthwork in Excavation for Foundation			Cu. Metre	1,062.25					
3	Earthwork in filling with Compaction			Cu. Metre	855.00					
4	One layer flat brick soiling			Sq.Metre	1,041.80					
5	PCC works 1:4:8			Cu. Metre	215.31					
6	RCC works 1:1.5:3			Cu. Metre	556.11					
7	Formwork for R.C.C. Work			Sq.Metre	3,822.32					
8	Brick Work as per TS			Cu.Metre	608.38					
9	Reinforcement bar			Kg.	83,488.47					
10	Plaster (with 1:6 cement mortar) as per TS			Sq.Metre	2,155.36					
11	Doors (38mm hard wooden frame with 3mm double sized waterproof plywood) along with hardware and accessories and painting as per TS			Sq.Metre	75.41					
12	Windows (38mm hard wooden frame with 3mm double sized waterproof plywood) along with hardware and accessories and painting as per TS			Sq.Metre	109.33					
13	Antiskid vitrified tiles for toilet flooring as per TS			Sq.Metre	110.00					
14	Roof tile works (with 1:4 cement sand mortar)			Sq.Metre	87.37					
15	Marble Works as per TS			Sq.Metre	240.84					
16	Screeding (1 cement: 2 sand:4 aggregate ) and Punning (1:1 cement sand mortar)			Sq.Metre	805.80					
17	Doors (with cultural arts and aesthetic ancient beauty) along with hardware and accessories and painting as per TS			Sq.Metre	117.50					
18	Windows (with cultural arts and aesthetic ancient beauty) along with hardware and accessories and painting as per TS			Sq.Metre	91.89					
19	Damp Proof Concrete 40mm thick with cement concrete 1:2:4 (1:cement 2:coarse sand and 4:graded stone) including water proofing compound			Sq.Metre	200.00					





[illegible]

**Construction of Social Infrastructures Consisting of School, Health Post, Community Building, Religious Place etc under Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot District**

(Schedule of rates and prices)

Bidder's Name & Address:

Training Charges for Training to be imparted abroad

1	2	3	4	5	6	7
Sl. No.	Description	Country where training to be imparted	No. of Trainees	Training Duration in Days	Currency (As per ITB 19.1)	Total Training Charges
	<b>Not Applicable</b>					
	<b>Total for Schedule 5a</b>					

**Construction of Social Infrastructures Consisting of School, Helath Post, Community Building, Religious Place etc under Reconstruction and Improvement  
of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot District**

(Schedule of rates and prices)

Bidder's Name & Address:

Training Charges for Training to be imparted within Employer's Country

1	2	3	4	5	6
Sl. No.	Description	No. of Trainees	Training Duration in Days	Currency (As per ITB 19.1)	Total Training Charges
	<b>Not Applicable</b>				
	<b>Total for Schedule 5b</b>				

Construction of Social Infrastructures Consisting of School, Helath Post, Community Building, Religious Place etc under Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot District

(Schedule of rates and prices)

Bidder's Name & Address:

Maintenance Charges

1	2	3	4	5	6	7 = 4 x 6
Sl. No.	Description	Unit	Qty	Currency (As per ITB 19.1)	Unit Charges	Total Charges
	Not Applicable					
	Total for Schedule 5c					

Construction of Social Infrastructures Consisting of School, Health Post, Community Building, Religious Place etc under Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot District

(GRAND SUMMARY)

Sl. No.	Description	Total Price	
		in Foreign Currency	in Local Currency
1	<b>TOTAL SCHEDULE NO. 1</b>		
	Materials to be supplied from abroad	Not Applicable	Not Applicable
2	<b>TOTAL SCHEDULE NO. 2</b>		
	Materials to be supplied from Employer's Country	Not Applicable	Not Applicable
3	<b>TOTAL SCHEDULE NO. 3</b>		
	Local Transportation, Insurance and other incidental services (including port clearance etc.) applicable for supply of Materials.	Not Applicable	Not Applicable
4	<b>TOTAL SCHEDULE NO. 4</b>		
	Construction Charges	Not Applicable	
5a	<b>TOTAL SCHEDULE NO. 5a</b>		
	Training Charges for Training to be imparted abroad	Not Applicable	Not Applicable
5b	<b>TOTAL SCHEDULE NO. 5b</b>		
	Training Charges for Training to be imparted within Employer's Country	Not Applicable	Not Applicable
5c	<b>TOTAL SCHEDULE NO. 5c</b>		
	Maintenance Charges	Not Applicable	Not Applicable
6a	<b>TOTAL SCHEDULE 6a</b>		
7	<b>TOTAL SCHEDULE NO. 7</b>		
	Taxes and Duties not included in Bid Price		
	<b>GRAND TOTAL [1+2+3+4+5a+5b+5c]</b>	Not Applicable	

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

**Design, Supply and Installation of Electrification Component works consisting of 33/11kV New Substations and associated 33kV, 11kV & 0.4kV  
Lines under Reconstruction & Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot**

**(SUMMARY OF TAXES & DUTIES not included in bid price)**

**Bidder's Name**

**To:**

**Bidder's Address:**

Sl. No.	Item Nos.	Total Price in Foreign Currency ( )*	Total Price in Local Currency( )*
1	<i>.....(indicate names of various Taxes and Duties in Employer's Country).....</i>		
	Total Duty, as applicable: (a) On Schedule 1 @ rate of ..... on items nos. .... (b) On Schedule 2 @ rate of ..... on items nos. ....		
2	<i>.....(indicate names of various Taxes and Duties in Employer's Country).....</i>		
	Total Duty, as applicable: (a) On Schedule 1 @ rate of ..... on items nos. .... (b) On Schedule 2 @ rate of ..... on items nos. ....		
3	<i>.....(indicate names of various Taxes and Duties in Employer's Country).....</i>		
	Total Duty, as applicable: (a) On Schedule 1 @ rate of ..... on items nos. .... (b) On Schedule 2 @ rate of ..... on items nos. ....		
	.....		
	.....		
	<b>GRAND TOTAL [1+2+3.....]</b>		

\* Specify currency in accordance with ITB Clause 19.1 and corresponding BDS clauses, Vol.I of the Bidding Documents.

Note:

Date:

Place:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION-VI  
Bill of Quantities

# Bill of Quantities

1 Provisional Sum						
Procument Item Details						
SL. No	Item Description	Unit	Quantity	Unit Rate(NPR)	Amount(NPR)	
1	PLEASE REFER THE TENDER DOCUMENT VOLUME 1 FOR BOQ. PLEASE DO NOT INCLUDE THE FINANCIAL BID WITH TECHNICAL BID.	Lot	0.0	1.0	0.00	
2 Construction work						
2.1 Works for complete or part construction and civil engineering work						
2.1.1 Engineering works and construction works						
Procument Item Details						
SL. No	Item Description	Unit	Quantity	Bidder's Rate (NPR)	Bidder's Rate (in words)	Total Amount (NPR)
1	PLEASE REFER THE TENDER DOCUMENT VOLUME 1 FOR BOQ. PLEASE DO NOT INCLUDE THE FINANCIAL BID WITH TECHNICAL BID.	Lot	1.0			
Total of Procument Items						
Total Item Price						
VAT						
Grand Total						