BIDDING DOCUMENTS

FOR

CONSTRUCTION OF TEST ADIT TUNNEL

Contract No.:-- MBKHEP/01-067/68

VOLUME - I TECHNICAL AND FINANCIAL DOCUMENT

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MARCH 2011
KATHMANDU, NEPAL
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DESCRIPTION OF THE PROJECT

1. INTRODUCTION

Middle Bhotekoshi Hydroelectric Project (MBKHEP) is located in Bhotekoshi River upper reaches of Sunkoshi River in Sindhupalchowk District, Bagmati Zone of Central Development Region. Sunkoshi River is one of the major tributaries of Saptakoshi River. The project has a capacity of 102 MW with an estimated average annual salable energy production of 623 GWh. The project will utilize the available gross head of 235m in total headrace waterways length of 7.1km. Headworks site of MBKHEP is located at Chaku village about 100m downstream from the confluence of Chaku khola and Bhotekoshi river. Semi-underground powerhouse at Jambu village about 4 km upstream from Barhabise bazaar will have three units of Francis turbine and generators each of rated capacity 34 MW.

2. TOPOGRAPHY

MBKHEP is located between latitudes 27° 53' 00" to 27° 49' 00" N and longitudes 85° 54' 43" to 85° 51' 49" E. The headworks site lies at Chaku village near 101 kilometer stone along the Araniko highway. Topography in the project area shows steep hill slopes forming cliff in most of the stretch along the Bhotekoshi river. Downstream part of the river flows in flat valley. Hill slope, in the proposed construction adit location, consists of steep hill slope in the upslope area and moderate slope between road head and the adit location level. Terrain in the powerhouse area is wide open with gentle hill slope.

3. HYDROLOGY

Bhotekoshi river originates from Tibet (China) and about 85% of catchment lies in this region. It is known as Poiqu in Tibet and nine main streams drain out the runoff from Tibet. The total length of the Poiqu (Bhote Koshi) river within Tibet is about 81km with a catchment area of 2000km². At Barhabise, its catchment area is about 2388 km². The whole drainage basin upstream of Sun Kosi Bazaar is located above El. 800 m. The drainage basin in Tibet above El. 2200m is located on the leeward side of High Himalayas. It is divided by high Himalayas higher than 5000m on the south with Nepal and 8012m high Mt. Xixabangma on the west. Two distinct meteorological regions exist in the basin. The basin at the upper reaches is surrounded by high mountains, thus having an alpine climate. The High Himalayan Range essentially forms a barrier as exhibited by the very low precipitation north of this range. Almost 90% of the drainage basin is located in the rain shadow of the high Himalayas. Hence the upper catchment remains arid. The lower catchment has a temperate and also warm climate in the region with the monsoon period from June to September, contributing about 80% of the total annual precipitation. According to the records of the closest climatological station at Sangachowk, the minimum extreme temperature is about 0°C during the winter and the maximum extreme temperature is about 36.5°C during the summer. The relative humidity may be as high as 90% during the wet season and as low as 40% during the dry season.
4. GEOLOGY

4.1 General

Geologically, the project area lies in the Lesser Himalayan Unit in northern part of the Central Development Region of Nepal. More specifically the geology of the project area belongs to the Lower Nuwakot Group of Central Nepal and the formations are Kunchha Formation, Fagfog Quartzite, Dandagaon Phyllite, Nurpul Formation and Dhading Dolomite. The main rock types in the project area are phyllitic schist, quartzite and dolomite. The phyllitic schist belonging to the Kunchha Formation is non-calcareous rock and distributed around downstream length of the headrace tunnel, surge tank, penstock alignment and powerhouse site. In some parts, the phyllitic schist includes bed of schistose quartzite in the project area. The quartzite rock belonging to the Fagfog Quartzite is distributed in the upstream part of the headrace tunnel and headworks area. Similarly, the dolomite occupies relatively higher elevation areas within the project area. The bands of black slate and quartzite belong to Nurpul formation are interbedded below the dolomite rock belongs to the Dhading Dolomite of the Lower Nuwakot Group. Entire sequence of the bedrock is typically monoclinal with approximate dip angle of 15° upstream. The dip direction of foliation is between 345° (NW) and 005° (NE).

4.2 Headworks Site

Bhotekoshi River at weir site is an asymmetric "U" shaped valley with right bank steeper than the left bank. The weir site is located at about 100m downstream of confluence between Chaku Khola and Bhotekoshi River. On the right bank, strong, thin to thickly bedded, white colored, fine-medium grained, slightly weathered quartzite rock is exposed whereas on the left bank alluvium and colluvium deposits are present. The core drilling on the left bank has encountered the bedrock at 10.0m below the present ground surface showing the thickness of recent alluvium soil to be 10.0m. Considerably small dip angle of major discontinuity set (foliation plane) is favorable for the foundation of weir.

A three chambered desanding basin of length 100m will be accommodated on the left bank recent deposit. Size of each chamber is 13 m wide and 8.5 m high. A small forebay at the end of desanding basin will facilitate the required submergence water level in the low pressure concrete conduit and headrace tunnel. Size of the pressure conduit is 5.0m width, 5.0m height and 320m length. Headrace tunnel and pressure concrete conduit will be connected with the erection of steel pipe.

4.3 Headrace Tunnel

Total length of headrace tunnel is 7.1km. The headrace tunnel runs through quartzite, dolomite and schist/ phyllite bedrock almost in north northern west-south southern east direction for the first half and then in the north-south direction in the lower half up to surge tank. The maximum vertical rock cover at chainage 2+100m in the headrace tunnel is almost 800m. Similarly, the minimum rock cover both vertical and lateral in the headrace tunnel is around 125m at chainage 4+500m. Bedrock in the headrace tunnel is slightly to moderately
weathered, hard to medium hard, jointed forming blocky to columnar to closely fractured locally.

4.4 Surge Tunnel and Penstock Area

Rock is well exposed at the proposed location for surge tank at Jambu village. Bedrock is fresh to slightly weathered, medium hard, medium strong to strong schist and quartzitic schist. Bedrock is dipping inside the hill and favorable for underground structures. With the presence of few joints of less persistency, bedrock exhibits blocky in nature. Overburden material thickness on the slope along the surface penstock alignment is very thin. Thickness may ranged upto 2m only at some places.

4.5 Power Station Area

Semi underground powerhouse is proposed at Jambu village on the left bank of the Bhotekoshi River, approximately 4km upstream of Barhabise bazaar on the Araniko Highway. The powerhouse will have sound bedrock in the foundation. The surface geological mapping in the powerhouse area shows medium strong, thin to medium foliated, grey colored, moderately weathered schist.

4.6 The Tailrace Conduit

A 50m long tailrace conduit is proposed from semi-underground powerhouse to the point releasing tailwater to Bhotekoshi River. This tailrace conduit will cross the Araniko Highway.

4.7 Geological and Geotechnical Investigations

Field investigation is being carried out during the feasibility study of the project to obtain better field data on rock characteristics. The field investigation includes the following:

- Surface geological mapping of the project area in general and site specific in the Headworks site, construction adit and powerhouse site.
- Joint mapping
- Electrical Resistivity Tomography (ERT) Survey along three ERT lines each in headworks site and powerhouse site totaling 1747m.
- Drilling to the depth of 30m (MBKHEP-DH-PH-1).

5. ACCESS TO SITE

5.1 Access Roads

The project site is located on the Araniko Highway. Powerhouse is located at kilometer stone marked 92km about 4 km upstream from Barhabise bazaar. Headworks site is located at Chaku bazaar at 101km kilometer stone. Short length of approach roads are required to
access the construction adit #1 portal at the mid way of headrace tunnel and to access the surge tank in the powerhouse area.

6. **COMMUNICATION AND OTHER FACILITIES**

6.1 **Communication**

Communication facilities in the project area is satisfactory. Telephone facility with CDMA system is available at all working sites within the project area. Tower installed at Barhabise bazaar makes easy to access the GSM telephone system in the Barhabise bazaar area. The district post office is located at Chautara, district head quarter of Sindhupalchowk district.

6.2 **Electrification at Project Area**

A 11 kV transmission line exists in the project site constructed for the power evacuation of Chaku hydropower plant. Therefore, with coordination with the Alliance energy, and Nepal Electricity Authority, it may be possible to tap the energy at the desired location for this project.

6.3 **Banks, Police Station and Army Camps**

Banking services are available in Chautara, the District headquarters and at Barhabise bazaar. Police station is established at Barhabise bazaar to check the transportation vehicles in the Araniko Highway. Well established army camp is there at Barhabise bazaar which can provide the security for the explosive storage.
Section I: Invitation for Bids

MADHYA BHOTEKOSHI JALAVIDYUT COMPANY LIMITED
Gyaneshwor, Kathmandu
Invitation for Bid
Date of First Publication: 16th March 2011 (2067/12/02)

1. Madhya Bhotekoshi Jalavidyut Company Limited (MBJCL), a subsidiary Company of Chilime Hydropower Company Limited (CHPCL), intends to utilize its funds to cover the eligible payments under the Contract for Construction of Test Adit Tunnel at the location of Construction Adit Tunnel of Middle Bhotekoshi Hydroelectric Project (MBKHEP). Bidding is open to all eligible local Bidders who have acquired experiences as given in the table below.

2. MBKHEP invites sealed Bids from eligible and qualified Bidders for the Construction of Test Adit Tunnel.

<table>
<thead>
<tr>
<th>Contract Reference No.</th>
<th>Description of works</th>
<th>Experience of Similar Works (within last three years)</th>
<th>Line of Credit</th>
<th>Bid Security Amount (NRs.)</th>
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<td>MBKHEP/01-2067/68</td>
<td>Open cut excavation in portal and construction of test adit tunnel.</td>
<td>Successful completion of at least one tunnel of size 2.0m width and 2.0m height and length 250m.</td>
<td>Not less than NRs. 50 Million.</td>
<td>2.5% of Bid Amount</td>
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i. Bidding will be conducted through Local Competitive Bidding (LCB) procedures. Eligible Bidders may obtain further information and inspect the Bidding Documents at the Office of the MBJCL during office hours or may visit CHPCL Website; http://www.chilime.com.np to download the bidding documents and additional information.

ii. Bidding Documents may be purchased by eligible Bidders during office hours up to 17:00 hrs. on 15th April 2011 from Project Office at Gyaneshwor, upon the submission of a written request attaching the attested copies of the evidence of experience in similar works with the above mentioned number and amount, the Bidder’s Registration, PAN and VAT Registration Certificates and Tax Clearance Certificates or documents of submission of the income details to the Tax Office and a bank-voucher evidencing a non-refundable cash deposit of NRs. 5,000/- (Nepalese Rupees Five Thousand) on Deposit A/C No. 01900094770078, Himalayan Bank, Tri Devi Marg, in favor of Chilime Hydropower Company Ltd.

iii. Pre-bid meeting will be held at 13:00 hours, on 31st March 2011 at the Project Office, Gyaneshwor, Kathmandu.

iv. Bids are to be submitted in one envelope contained both Financial and Technical proposals including qualification data as a part of the Bid Document. Only Bidders who satisfactorily qualify, will be considered eligible for Award of Contract. Bids will be evaluated under a single stage post qualification procedure i.e., Single Stage Bidding procedure.

v. For the purpose of Bidders who choose to submit their Bids electronically through e-procurement section of CHPCL through website www.chilime.com.np, the Bidders may either receive the hard copy of Bidding documents or may choose to download the Bidding documents, prepare their Bids and submit the scanned copies of Bank Guarantee or Voucher of cash deposit on our account No. 01900094770078, Himalayan Bank, Tri Devi Marg and other bid documents in pdf file in our website http://www.chilime.com.np.

vi. The sealed Bids must be submitted to Project Office, Gyaneshwor, Kathmandu on or before 12:00 hours on 16th April 2011. Documents received after the deadline will not be accepted.

vii. Bids will be opened at 14:00 hours on 16th April 2011 at the Project Office, Gyaneshwor, Kathmandu, in the presence of Bidders’ representatives who choose to attend.
viii. Bids must be valid for a period of 120 days after the last date of Bid submission and must be accompanied by a Bid Security, amounting to a minimum of 2.5% of the quoted Bid amount (inclusive of VAT), which shall be valid for 30 days more than the Bid validity period.

ix. Each Bidder shall submit the Bid an individual or as partner in a Joint Venture. The share of each partner in the Joint Venture shall not be less than 25%; however, the share of lead partner shall be at least 40%.

x. Lead partner should have a work experience of construction of tunnel of size 2.0m width and 2.0m height for the tunnel length of at least 250m in last three years.

xi. If the specified date for pre-bid meeting, last date of bid purchasing and submission/opening date falls on a Government holiday then the same time of next working day shall be considered for such events. However, the last date for bid submission and opening shall be considered the next working day after the last date of bid purchasing. In such cases, the validity of bid security shall be considered from already specified last date for bid submission.

xii. Bidders are requested/required to visit the site and assess the actual site conditions.

xiii. If any of the information/data provided in the submitted Bid is unclear, illegible or not substantiated by supporting document, such information/data shall not be taken into account for qualification.

xiv. Conditional Bids will not be entertained.

xv. MBJCL reserves the right to reject or accept any or all Bids partly or fully and to annul the bidding process and reject all bids without assigning any reason whatsoever.

xvi. Any amendment in the Bid notice will be published in the National daily newspaper as well as Website of CHPCL http://www.chilime.com.np

ADDRESS
Madhya Bhotekoshi Jalavidyut Company Limited
Middle Bhotekoshi Hydroelectric Project,
Gyaneswor, Kathmandu,
Tel. No.: 977-1-4439163, 4439287
Fax No.: 977-1-4443077;
Email: chilime@wlink.com.np
Website: http://www.chilime.com.np/
Section II: Instructions to Bidders
# Section II: Instructions to Bidders

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Section II: Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer as defined in the Bidding/Contract Data invites Bids for the construction of Works, as described in the Contract Data. The name and identification number of the Contract are provided in the Contract Data.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract Data.

2. Source of Funds

2.1 Madhya Bhotekoshi Jalavidyut Company Limited (MBJCL) intends to apply part of the funds as defined in the Bidding Data, towards the cost of the Project, as defined in the Bidding Data, to cover eligible payments under the Contract for the Works.

3. Eligible Bidders

3.1 This invitation for Bids is open to any registered Nepalese contractors as stated in the Bidding Data.

3.2 All Bidders shall provide in Section III, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a Joint Venture and Subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to Bid.

3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

4. Qualification of the Bidder

4.1 All Bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as required in the Qualification Information.

4.2 In the event that prequalification of potential Bidders has been undertaken, only Bids from prequalified Bidders will be considered for award of Contract. These qualified Bidders should submit with their Bids, unless otherwise stated in the Bidding Data any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally-submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section III.

4.3 If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids in Section III, unless otherwise stated in the Bidding Data:

a. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
b. experience in works of a similar nature and size for each of
the last three years, and details of work under way or
contractually committed; and clients who may be contacted for
further information on those contracts;
c. major items of construction equipment proposed to carry out
the Contract;
d. qualifications and experience of key site management and
technical personnel proposed for the Contract;
e. reports on the financial standing of the Bidder, such as profit
and loss statements and auditor’s reports for the past three
years;
f. evidence of adequacy of working capital for this Contract
(access to line(s) of credit and availability of other financial
resources);
g. authority to seek references from the Bidder’s bankers;
h. information regarding any litigation, current or during the last
five years, in which the Bidder is involved, the parties
concerned, and disputed amount and
i. documents for subcontracting components of the works
amounting to more than 10 percent of the Contract Price.

4.4 Bids submitted by a Joint Venture of two or more firms as partners
shall comply with the following requirements, unless otherwise
stated in the Bidding Data:

a. the Bid shall include all the information listed in Sub-Clause
   4.3 above for each joint venture partner;
b. the Bid shall be signed so as to be legally binding on all
   partners;
c. all partners shall be jointly and severally liable for the
   execution of the Contract in accordance with the Contract
terms;
d. one of the partners will be nominated as being In-charge,
   authorised to incur liabilities, and receive instructions for and
   on behalf of any and all partners of the joint venture; and this
   authorization shall be evidenced by submitting a power of
   attorney signed by legally authorized signatories of all the
   partners; and

e. the execution of the entire Contract, including payment, shall
   be done exclusively with the partner In-charge.

4.5 To qualify for award of the Contract, Bidders shall meet the
following minimum qualifying criteria:

a. average annual volume of construction work in the last three
   years as specified in the Bidding Data;
b. successful experience in the construction of at least the
   number of works of a nature and complexity equivalent to the
   Works over the period specified in the Bidding Data (to comply
   with this requirement, works cited should be at least 70
   percent complete); this experience should include minimum
experience indicated in the Bidding Data;

c. Documents for the timely acquisition (own, lease, etc.) of the essential equipment listed in the Bidding Data;

d. a team of personnel proposed for this project with the qualification and experience as indicated in the Bidding Data; and

e. liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments, which may be made under the Contract, of no less than the amount specified in the Bidding Data.

4.6 The figures for each of the partners of a Joint Venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of Sub-Clause 4.5(a) and (e); however, for a Joint Venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of Sub-Clause 4.5(a) and (e) for an individual Bidder and the partner In-charge at least 40 percent of those minimum criteria 4.5 (a), (b) and (e). Failure to comply with this requirement will result in rejection of the joint venture’s Bid. Subcontractor’s experience will not be taken into account in determining the Bidder’s compliance with the qualifying criteria, unless otherwise stated in the Bidding Data.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Documents with the Bidder’s participation to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

7.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain 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.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of Bidding Documents provided by the Employer comprises the documents as listed below and addenda issued in accordance with Clause 10:

Volume – I Technical and Financial Document

Section I Invitation for Bids
Section II Instructions to Bidders
Section III Sample Forms of Bid and Qualification Information
Section IV Conditions of Contract
9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing or by fax at the Employer’s address indicated in the Invitation for Bids or Bidding Data. The Employer will respond to any request for clarification received earlier than ten (10) days prior to the deadline for submission of Bids. Copies of the Employer’s response will be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of Bids, the Employer may modify the Bidding Documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing or by fax to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum by fax to the Employer.

10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of Bids, in accordance with Sub-Clause 20.2 below.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in English.

12. Documents Comprising the Bid

12.1 The Contractor’s Bid submitted by the Bidder shall comprise the following:

1. The Bid (in the format indicated in Section III including Contract Data);
2. Bid Security;
3. Priced Bill of Quantities;
4. Qualification Information Form and Documents;
5. Information on eligibility;
6. Any other materials required to be completed and submitted by Bidders, as specified in the Bidding Data.

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the Bill of Quantities submitted by the
13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for 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 other rates and prices in the Bill of Quantities.

13.3 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, prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bidding and Contract Data and the provisions of Clause 47 of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Contract Data and Clause 47 of the Conditions of Contract.

13.5 Local Agent: Statement and disclosure of Local Agent.

A Foreign Bidder joint venture with Nepalese Contractors wishing to have or already having a local agent should state the following:

a. Name and address of the agent/representative.

b. The agent/representative providing type of services.

c. Amount of commission the agent/representative is entitled to receive, currency of payment and procedure of payment.

d. Other agreement with agent/representative, if any.

e. The Bidder should certify as follows:

“We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief”

13.6 Discount: If the Bidder intends to offer any discount, it should always be expressed in percentage and that will be applicable to each unit rate.

14. Currencies of Bid and Payment

14.1 The unit rates and prices shall be quoted by the Bidder entirely in Nepalese Rupees. Payment shall be made in Nepalese Rupees.

15. Bid Validity

15.1 Bids shall remain valid for the period specified in the Bidding Data.

15.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders’ responses shall be made in writing or by fax. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in Nepalese Rupees in the amount specified in the Bidding Data.

16.2 The Bid Security shall, at the Bidder’s option, be in the form of earnest money, bank draft or a bank guarantee from a reputable
bank in Nepal acceptable to the Employer. The format of the bank guarantee shall be in accordance with the form of Bid Security included in Financial Document; other formats may be permitted, subject to the prior approval of the Employer. The Bid Security shall remain valid for a period specified in the Bidding data beyond the original validity period for the bid and any period of extension subsequently requested under Sub-Clause 15.2.

16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a Joint Venture must define as “Bidder” all Joint Venture partners and list them in the following manner: a Joint Venture consisting of “______,” “______,” and “______”.

16.4 The Bid Security of unsuccessful Bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited:
   a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
   b. if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
   c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
      (i) sign the Agreement; or
      (ii) furnish the required Performance Security.

17. Alternative Documents by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the Drawings and Specification. Alternatives will not be considered unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern.

17.2 If so allowed in the Bidding Data, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the Drawings and Specification. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods 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.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit one copy of the Bid clearly marked as
COPY.” In the event of discrepancy between them, the original shall prevail.

18.2 The original and a copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a) or 4.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

18.4 The Bidder shall furnish information as described in the form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to Contract execution if the Bidder is awarded the Contract.

D. Submission of Bids

19. Submission, Sealing and Marking of Bids

19.1 The Bidder shall seal the original and a copy of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”.

19.2 The inner and outer envelopes shall:
   a. be addressed to the Employer at the address provided in the Bidding Data;
   b. bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
   c. provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

19.3 In addition to the identification required in Sub-Clause 19.2, the outer envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified in the Bidding Data no later than the time and date specified in the Bidding Data.

20.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. Modification

22.1 Bidders may modify or withdraw their Bids after it has been
and Withdrawal of Bids

submitted by giving a notice in writing, duly signed by an authorized representative and shall include a copy of the authorization in accordance with Clause 18.2 before the deadline prescribed in Clause 20.

The corresponding modification of the Bid must accompany the respective written notice.

22.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.

22.3 No bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a bid between the deadline for submission of Bids and the expiration of the period of bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting bid modifications in accordance with this clause, or included in the original bid submission. Intended discount offer should always be expressed in percentage to be applied to each unit rate.

22.6 Modification in joint ventures: If there is any change in the configuration of a joint venture of the Bidders prior to the deadline of the submission of Bids but the Bidder shall produce the following documents duly signed by the respective parties:

a. a memorandum or any other legal documents clearly indicating the new status of the joint venture.

b. in case of an outgoing or incoming joint venture partner, a written statement of consent from such partner.

It should be noted that any outgoing partner as per this provision shall not be allowed to join in as partner of other competing Bidders for the same Bidding.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer will open the Bids, including modifications made pursuant to Clause 22, in the presence of the Bidders’ representatives who choose to attend at the time and in the place specified in the Bidding Data.

23.2 First envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. Next envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at the
bid opening shall be considered further.

23.3 The Bidders’ names, the Bid Prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawal and modification, the presence or absence of Bid Security, difference of rate in words and figures, quoted price for alternate technical specification if proposed, whether the Bid Form has signature of the bidder or authorized representative, corrections/effacement or obliteration in bidding document, any remarks made by the bidder in the Bid Form, details of rates if requested and such other details as the Employer may consider appropriate will be announced by the Employer at the Bid opening.

23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

24. Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

25. Clarification of Bids and Contacting the Employer

25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

25.3 Any efforts by the Bidder to influence the Employer in the Employer’s Bid evaluation, Bid comparison or Contract award decisions may result the rejection of the Bidder’s Bid.

25.4 In case of e-submission of bid, the Bidder shall be required to submit the original Completed Bid consisting of Forms of Bid, Qualification Information, Bill of Quantities etc. as listed in Special Instruction to Bidder for e-bidding Clause A (ii) for verification Purpose upon notification to do so from Employer within 3 days.
26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid
(a) meets the eligibility criteria defined in Clause 3;
(b) has been properly signed;
(c) is accompanied by the required securities; and
(d) is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one
(a) which affects in any substantial way the scope, quality, or performance of the Works;
(b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or
(c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
   a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
   b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

28. Currency for Bid Evaluation

28.1 Bids will be evaluated as quoted in Nepalese Rupees in accordance with Sub-Clause 14.1, unless a Bidder has used different exchange rates than those prescribed in Sub-Clause 14.2, in which case the bid will be first converted into amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Nepalese Rupees using the exchange
29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
   a. making any correction for errors pursuant to Clause 27;
   b. excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks, where priced competitively;
   c. making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted in accordance with Clause 17; and
   d. making appropriate adjustments in unit rates to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 Further the employer shall evaluate:
   a. Weather the construction work plan, work performance schedule and mobilization period is consistent with the requirement of the bidding document or not,
   b. Weather the quoted item unit rates in the Bill of quantities are reliable or not,
   c. Weather or not the quoted price is unbalanced due to unnaturally high rates quoted by the bidder for work items to be completed in the initial stages of the contract or for work items whose quantities are assumed by the bidder to be underestimated.

29.4 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer’s estimate of the items of Work to be performed under the contract pursuant to Sub-Clause 29.3, the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder the performance security set forth in Clause 34 by an additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.

29.5 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

29.6 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of
implementation of the Contract, will not be taken into account in Bid evaluation.

30. Preference for Domestic Bidders

F. Award of Contract

31. Award Criteria

31.1 Subject to Clause 32, the Employer will select and award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.

33. Notification of Award and Signing of Agreement

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by facsimile confirmed or by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

33.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement in accordance with Sub-Clause 33.3.

33.3 Within 14 days of receipt of the Letter of Acceptance regarding acceptance of the Bid, the successful Bidder shall attend the office of the Employer for signing of the Agreement.

33.4 Upon the furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the unsuccessful Bidders that their Bids have been unsuccessful and their Bid Security will be returned as promptly as possible, in accordance with Sub-Clause 16.4.

34. Performance Security

34.1 Within 15 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount stipulated in the Contract Data and in the form stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
34.2 If the Performance Security is provided by the successful Bidder in the form of a bank guarantee, it shall be issued, at the Bidder’s option, either (a) by a bank located in Nepal acceptable to the Employer or (b) from a foreign bank endorsed by the local bank in Nepal acceptable to the Employer.

34.3 The sample form of Performance Security is provided in Section VIII: Sample Forms of Letter of Acceptance, Contract Agreement and Securities.

34.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35. Advance Payment and Security

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount as stated in the Bidding Data.

36. Adjudicator

36.1 The Employer proposes the person named in the Bidding Data to be appointed as Adjudicator under the Contract, at an hourly fee as specified in the Bidding Data plus reimbursable expenses. If the Bidder disagrees with this Document, the Bidder should so state in the Bid and propose alternative Adjudicator. If, in the Letter of Acceptance, the Employer has not agreed to the appointment of the Adjudicator proposed by the Bidder, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data at the request of either party.

37. Corrupt or Fraudulent Practices

37.1 Madhya Bhotekoshi Jalavidyut Company Limited (MBJCL) requires that the Employer as well as Bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, MBJCL:

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 of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

   ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

b. will reject a Document for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; and

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a CHPCL/MBJCL-funded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a CHPCL/MBJCL-funded contract.
contract.
G. Bidding Data

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

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. GENERAL</strong></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>The Employer is: Madhya Bhotekoshi Jalavidyut Company Limited Middle Bhotekoshi Hydroelectric Project</td>
</tr>
<tr>
<td>2.1</td>
<td>Source of Fund: Loan and Equity. The Project is Construction of Test Adit Tunnel under Middle Bhotekoshi Hydroelectric Project. The Works consist of open cut excavation, tunnel excavation, tunnel supports, etc.</td>
</tr>
<tr>
<td>3.1</td>
<td>The Nepalese Contractors shall be registered in Government of Nepal. In case of a Joint Venture, all the partners should have been actively involved in construction activities in last three years.</td>
</tr>
<tr>
<td>4.3</td>
<td>The information required from Bidders in Sub-Clause 4.3 is modified as follows: None</td>
</tr>
<tr>
<td>4.4</td>
<td>Add a new Sub-Clause 4.4 f. as follows: a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the Bid; or a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement. Add a new Sub-Clause 4.4 g. as follows: the number of partners in a joint venture shall be limited to three. The share of each partner in the Joint Venture shall not be less than 25%; however, the share of lead partner in the Joint Venture shall be at least 40%. Add a new Sub-Clause 4.4 h. as follows: in addition to the original Written Power of Attorney of the signatory of the Bid that shall be enclosed with the sealed original Bid Document, a copy of this Power of Attorney shall also be attached to the outside of the sealed document.</td>
</tr>
<tr>
<td>4.5a</td>
<td>None</td>
</tr>
<tr>
<td>4.5b</td>
<td>The number is: One The period is: Three Years (March 2008 – February 2011) The similar work is construction of tunnel of size 2.0m width and 2.0m height for the length of 250m.</td>
</tr>
<tr>
<td>4.5c</td>
<td>The essential equipment to be made available for the Contract by the successful Bidder shall be as mentioned in Section III, Qualification Information, Clause 1.4.</td>
</tr>
<tr>
<td>4.5d</td>
<td>The team of personnel, their qualification and experience shall be as listed in Section III, Qualification Information, Clause 1.5.</td>
</tr>
<tr>
<td>4.5e</td>
<td>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be fifty (50) Million in Nepalese Rupees.</td>
</tr>
</tbody>
</table>
4.6 Add following paragraphs at the end of Sub-Clause 4.6
Sub-contractor's experiences shall not be taken into account in determining the Bidder's compliance with the qualifying criteria if not evidenced by the certificates of prime clients.

7 Revise Sub-Clause 7.1 as follows:
The Bidder, at the Bidder's own responsibility and risk, is required to visit and examine the Site of Works and its surroundings and obtain 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. The Bidders shall make his own investigation, assessment, and judgment about the location and quantity of suitable local construction materials, prior to submitting his Bids.

B. BIDDING DOCUMENTS

8.1 The number of copies of the Bid to be completed and returned shall be 2 Copies.

9.1 The address of the Employer is:
ADDRESS
Madhya Bhotekoshi Jalavidyut Company Limited
Middle Bhotekoshi Hydroelectric Project,
Gyaneswor, Kathmandu,
Tel. No.: 977-1-4439163, 4439287
Fax No.: 977-1-4443077;
Email: chilime@wlink.com.np
Website: http://www.chilime.com.np/

C. PREPARATION OF BIDS

13.4 The Contract is subject to price adjustment only for construction materials in accordance with Clause 47.3 of the Conditions of Contract.

15.1 The period of Bid validity shall be **120 days** after the deadline for Bid submission specified in the Bidding Data.

16.1 The amount of Bid Security shall be of **two and half (2.5) percent of the Bid Amount including VAT.**

16.2 The Bid Security shall remain valid for a period of **30 days beyond the validity period for the Bid.**

16.6 Add **16.6 d and 16.6 e as follows:**

**16.6 d** in case of e-submission of Bid, if the Bidder does not submit the original Bid security letter and/or respond and/or submit the documents and or clarifications within the specified period, when requested by the Employer as per ITB Clause 25.1

**16.6 e** in case of e-submission of Bid, if major discrepancy is found between e-Bid Submission information and documents/clarifications provided by the Bidder during verification process as per ITB Clause 25.1.

17.1 Alternative Documents "shall not be" considered.
D. SUBMISSION OF BIDS

19.1 Bidders are allowed to submit their Bids electronically.

Description of Bid submission procedure through electronically (e-submission) only:

i) Bidders may either receive the Bidding documents upon the submission of a written request attaching the attested copies of the evidence of experience in similar works with the above mentioned number and amount, the Bidder's Registration, PAN and VAT Registration Certificates and Tax Clearance Certificates or documents of submission of the income details to the Tax Office and a bank-voucher evidencing a non-refundable cash deposit of NRs. 5,000/- (Nepalese Rupees Five Thousand) on Deposit A/C No. 01900094770078, Himalayan Bank, Tri Devi Marg, in favor of Chilime Hydropower Company Ltd. from the Employer's office as specified in the Tender Notice or choose to download the necessary part of Bidding documents from e-procurement section of MBJCL through Chilime Hydropower Company Ltd's website www.chilime.com.np.

ii) The Bidder shall fill the following documents and forms (in hard copy of issued Bid documents or downloaded Bid documents for specific Bid) with signature of the authorized representative and seal of the company.

a) Bill of Quantities (BOQ) with rate, amount

b) Forms of Bid

iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename as shown in the table below. PDF (Adobe acrobat) version must be 6.0 or above.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document</th>
<th>PDF File name</th>
<th>Requirement</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Form of Bid as of Section III</td>
<td>Bid form -1</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bid Security (Bank Guarantee) as of Section VIII</td>
<td>Bid security-2</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Company Registration &amp; Business Registration Certificate till FY 2067/68</td>
<td>Company reg-3</td>
<td>Mandatory</td>
<td>All firms in case of JV</td>
</tr>
<tr>
<td>4</td>
<td>VAT registration</td>
<td>VAT reg-4</td>
<td>For National firms</td>
<td>All firms in case of JV</td>
</tr>
<tr>
<td>5</td>
<td>Tax clearance certificate</td>
<td>Tax-5</td>
<td>For National firms</td>
<td>All firms in case of JV</td>
</tr>
<tr>
<td>6</td>
<td>Power of attorney of Bid signatory</td>
<td>Power of att-6</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Joint venture agreement</td>
<td>JV doc-7</td>
<td>Mandatory</td>
<td>In case of JV</td>
</tr>
<tr>
<td>8</td>
<td>Qualification Information as of Section III</td>
<td>Qualification-8</td>
<td>Mandatory</td>
<td>All firms in case of JV</td>
</tr>
<tr>
<td>9</td>
<td>BOQ with rate, amount and total amount</td>
<td>BOQ-9</td>
<td>Mandatory</td>
<td></td>
</tr>
</tbody>
</table>

Note: Mandatory means the mentioned files must be included in e-submission and non
Bid Document Section II: Instructions to Bidders

Madhya Bhotekoshi Jalavidyut Company Limited
Middle Bhotekoshi Hydroelectric Project

Page 28

submission of such file shall be considered as non-responsive Bid.

iv) For e-submission purpose the Bidder shall, at first, register in the e-procurement section of CHPCL through CHPCL’s web site www.chilime.com.np.

v) After preparing all the required Bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF Bid files and submit his complete Bid online through e-procurement section of CHPCL through CHPCL’s website www.chilime.com.np within the specified date and time.

Requirements and Conditions for e-submission of Bid;

1) The e-Bid Submissions must be readable through open standards interfaces. Unreadable and/or partially submitted Bid files (not complying as per ITB Clause 19.1) shall be considered incomplete and rejected for further Bid evaluation.

2) In addition to electronically submitted PDF files, the Bidder shall be required to submit original Bid security letter/ documents and clarifications as specified in ITB Clause 25.1. Non submission of original Bid security letter, documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security as specified in ITB Clause 16.6 d.

3) In case of major discrepancy found between electronically submitted PDF Bid files and documents/ clarifications provided by the Bidder as per ITB Clause 25.2, the Bid shall not be considered for further evaluation and ITB Clause 16.6 e shall be applicable.

4) Proposed facility for submission of Bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders are fully responsible to use the e-submission facility properly in e-procurement section of MBJCL through CHPCL’s website www.chilime.com.np in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

5) When a Bidder submits electronic Bid by downloading the Bidding documents from the MBJCL through CHPCL's webpage it is assumed that the Bidder prepares his Bid by studying and examining all the Bidding documents including specifications and conditions of contract.

19 Add a new Sub-Clause 19.5 as follows:

Bidding Documents shall be submitted with the same name by which the Documents have been purchased. In case of Joint Venture, documents shall be purchased in the name of Joint Venture. Bidding Documents shall not be accepted in the name of Joint Venture, which has been purchased as single.

Add a new Sub-Clause 19.6 as follows:

In addition to the original Written Power of Attorney of the signatory of the Bid that shall be enclosed with the sealed original Technical Document, a copy of this Power of Attorney shall also be attached to the outside of the sealed Technical Document.

19.2a The Employer’s address for the purpose of Bid submission is

Middle Bhotekoshi Hydroelectric Project
Madhya Bhotekoshi Jalavidyut Company Limited
Gyaneswor, Kathmandu, Nepal
Tel. 977-1-4439163, 4439287
Fax: 977-1-4443077
19.2b The ORIGINAL and COPY of both Technical and Financial Document of the Bid shall be sealed in an envelope carrying outside the name and address of the Bidder marked “BID DOCUMENT FOR CONSTRUCTION OF TEST ADIT TUNNEL UNDER MIDDLE BHOTEKOSHI HYDROELECTRIC PROJECT” Contract No. MBKHEP/01-067/68.

19.2c Date and Time of Bid Opening as in Clause 23.1.

20.1 The deadline for submission of Bids shall be **12:00 hours on 16th April 2011.**

E. Bid Opening and Evaluation

23.1 Time and Date of Bid Opening shall be **14:00 hours on 16th April 2011.**

Place of Bid Opening: - **CHPCL Head Office, Gyaneswor, Kathmandu.**

26 Add a new Sub-Clause 26.4 as follows:

Any one of the following reasons will be sufficient for disqualification of any Bidder and rejection of their Bids:

a) if not delivered in sealed envelope.

b) if covering one part only for the foreseen work (partial Bid);

c) if the submitted Bidding Documents are not issued from the concerned office;

d) if not accompanied by a Bid Security or with a Bid Security insufficient or unacceptable or insufficient time period of Bid Security as mentioned in the Sub-Clause 16.2;

e) if not signed by the Bidder and witnessed in all the required places;

f) if the Bid is conditional;

 g) if some unit or lump sum Price appears unreasonably unbalanced due to failure of the Bidder to inform himself on conditions;

h) if the Bid Security is not in the name of the Bidder;

j) if the completion date in proposed Construction Time Schedule is beyond the desired date; and

k) if the site visit certificate is not submitted along with the Technical Document.

F. Award of Contract

34 The Standard Form of Performance Security acceptable to the Employer shall be an unconditional bank guarantee using the form provided in Financial Document. The amount of performance security shall be not less than **five (5)** percent of the Contract Price (including VAT). The Employer may seek the higher performance security for low or unbalanced Bid to guarantee the performance of the Contractor.

Replace Sub-Clauses 34.3 and 34.4 by following sentences:

**Sub-Clause 34.3:** Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 and/or execute the Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Award will be then made to the second lowest Bidder and so on in accordance with the procedure set out in Sub-Clause 33.1. If the second lowest Bidder fails to comply with the requirements of Sub-Clause 34.1 and/or execute the Agreement, his acceptance of the Bid shall be withdrawn and his Bid Security shall be forfeited. Award will be then made to the third lowest Bidder in accordance with the procedure set out in Sub-Clause 33.1. If the third
lowest Bidder also fails to comply with the requirements of Sub-Clause 34.1 and/or execute the Agreement, his acceptance of the Bid shall be withdrawn and his Bid Security shall be forfeited and the work may be re-advertised, or otherwise, as the Employer may decide.

**Sub-Clause 34.4:** All the three lowest Bidders who failed to execute the Agreement and/or furnish Performance Security shall be Blacklisted as per the prevailing law of Nepal Government.

Add a new Sub-Clause 34.5 as follows:

If the Bid, which results in lowest evaluated bid price, is seriously unbalanced or front-loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into the consideration of 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 up to an additional 8% of the Initial Contract Price of the successful Bidder under the Contract.

35.1 **The Advance Payment pursuant to Clause 51 of the Conditions of the Contract shall be maximum up to fifteen (15%) of the Contract Price excluding VAT.**

36.1 **The Arbitration will take place in accordance with Arbitration Act 2055 (1998) and venue of arbitration shall be Kathmandu, Nepal.**

### G. Additional Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
</table>
| 38 | **Ownership Documents of the Equipment**
| 38.1 | Copy of the ownership documents of the equipment (blue book, registration documents, leasing or purchase documents), whether owned by the Bidders themselves or leased from other agencies, should be submitted together with the Qualification Information. |
| 39 | **Statement Truth and Availability of the personnel**
| 39.1 | The proposed personnel for the project must sign the declaration of truth and availability in the Candidate Summary form (Information Form 5A) as shown in the form. |
| 40 | **Matters not covered by this Document**
| 40.1 | Any matters not covered by this Bidding Document and/or the Conditions of Contract, shall be governed by the respective Laws of Nepal and Regulations of MBJCL. |
| Clause 41 | Add new Clause 41 as follows:  
| --- | --- |
| **41. Pre-Bid Meeting** | **41. Pre-Bid Meeting**  
41.1 The Bidder’s designated representative is invited to attend a pre-bid meeting. The pre-bid meeting will take place at the following date, time and venue:  
Date: 31\textsuperscript{st} March 2011.  
Time: 13:00 hrs.  
Venue: Project Office, Gyaneswor, Kathmandu.  
If the date happens to be a public holiday, then this event will take place at the same time on the next working day.  
41.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.  
41.3 The Bidder is requested, as far as possible, to submit any questions in writing or by facsimile, to reach the Employer not later than three days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following Sub-Clause.  
41.4 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1, which 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 Clause 10 and not through the minutes of the pre-bid meeting.  
41.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. |
H. Special Instruction to Bidders for e-Bidding

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

i. Interested eligible bidders shall, either purchase the hard copy of the bidding document directly from the Employer’s office as specified in the Invitation for Bid (IFB) or may download the necessary parts of the bidding documents from e-procurement section in CHPCL’s website http://www.chilime.com.np. In case, the bidders choose to download the bidding documents, prepare the bids on downloaded documents, and submit their bids electronically. The Bidders shall be required to deposit the non-refundable fee for the bidding document (as specified in the bid notice) in the bank account specified in the IFB and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.

ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company. a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information

The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate filename shown in the table below.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Document</th>
<th>PDF File name</th>
<th>Requirement</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Form of Bid</td>
<td>Bid form -1</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bid Security (Bank Guarantee)</td>
<td>Bid security-2</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Company registration</td>
<td>Company reg-3</td>
<td>Mandatory</td>
<td>All firms in case of JV</td>
</tr>
<tr>
<td>4.</td>
<td>VAT/PAN registration</td>
<td>VAT reg-4</td>
<td>Mandatory for National firms</td>
<td>All firms in case of JV</td>
</tr>
<tr>
<td>5.</td>
<td>Tax clearances certificate</td>
<td>Tax-5</td>
<td>Mandatory for National firms</td>
<td>All firms in case of JV</td>
</tr>
<tr>
<td>6.</td>
<td>Power of Attorney of Bid signatory</td>
<td>Power of att-6</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Joint venture agreement</td>
<td>JV doc-7</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Qualification Information</td>
<td>Qualifications-8</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>BOQ with rate, amount and title</td>
<td>BOQ-9</td>
<td>Mandatory</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Technical Data Sheet</td>
<td>TDS-11</td>
<td>Not Mandatory</td>
<td>NA</td>
</tr>
<tr>
<td>12.</td>
<td>Certification Documents</td>
<td>Certifications-12</td>
<td>Not Mandatory</td>
<td>NA</td>
</tr>
<tr>
<td>13.</td>
<td>Declaration Form</td>
<td>Declaration-13</td>
<td>Mandatory</td>
<td></td>
</tr>
</tbody>
</table>

Note: Mandatory means the mentioned files shall be included in e-submission and non-submission of such file shall be considered as non-responsive bid.

iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section CHPCL’s website http://www.chilime.com.np.

iv. After preparing all the required bidding documents in PDF, scan the files as specified in (ii).

v. The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of CHPCL’s website http://www.chilime.com.np within the...
vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.

vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of CHPCL.

viii. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of CHPCL’s web site.

ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.

x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.

xi. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.

xii. When a Bidder submits electronic bid by downloading the bidding documents from the CHPCL’s webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.

xiii. In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.

xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competitive on. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of CHPCL’s website http://www.chilime.com.np in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

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

i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above, and additional submission of hard copy of “original plus one copy of bid” is not mandatory.

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

iii. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications for verification purpose upon notification to do so from the Employer within 3 days.

iv. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.

v. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.

vi. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered
for further evaluation.

vii. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited
   a. if the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.
   b. if major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

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

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

E) Qualification Information
   In case of e-Bidding, the Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents.

F) Bid Security Format
   Form of Bid security shall include the provision as ‘This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee’.
Section III. Forms of Bid and Qualification Information
Bid

Date:
To: The Project Manager
    Middle Bhotekoshi Hydroelectric Project
    Madhya Bhotekoshi Jalavidyut Company Limited
    Gyaneswor, Kathmandu
    Phone No.: 977-1-4 439163, 4439287
    Fax No.: 977-1-4 443076

Sir,

We offer to execute the **CONSTRUCTION OF TEST ADIT TUNNEL** (Contract Reference No.: MBKHEP/01-067/68) in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of NRs. ………………………….(In Words: Nepalese Rupees ………………………… …………… ………………………… …………… ………………………… …………… …………… ………………………… …………… …………… ) (including VAT).

**The Contract shall be paid on only in Nepalese Currencies.**

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data and/or Invitation for Bids.

Authorized Signature: ……………………………

Name and Title of Signatory: ……………………………

Name of Bidder: ……………………………

Address: ……………………………
Qualification Information

Notes to Bidders

The information to be filled by Bidders in the following pages will be used for the purposes of post qualification or for verification of prequalification as provided in Clause 4 of Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only. If used for prequalification verification, the Bidder should fill in updated information only.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [attach copy]

All Bidders shall submit following documents as pre-requisites for eligibility:

a. Registration Certificate [attach copy]

b. Place of registration [insert]

c. Principal place of business [insert address]

d. Power of attorney of signatory of Bid [attach]

e. VAT and PAN Registration Certificate [attach copy]

f. Tax Clearance Certificate or Submission of Tax Returns as specified in Bidding Data [attach copies]

g. A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed Bid procurement proceedings and has not been punished for the profession or businesses related offence.

h. Joint Venture Authorization/ Agreement copy (if any) [attach]

1.2 Total annual volume of construction work performed in the last three years, in Nepalese Rupees [Extract from the audited balance sheet]

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount of work done in NRs. (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2066/67</td>
<td></td>
</tr>
<tr>
<td>2065/66</td>
<td></td>
</tr>
<tr>
<td>2064/65</td>
<td></td>
</tr>
</tbody>
</table>

Note: - Copies of Auditor's Report for each year for last ten years should be attached. In case of financial statement for Joint Venture Company, the Bidder shall substantiate its share with attaching the copy of the Joint Venture Agreement.

1.3 Work performed as prime contractor or sub-contractor on works of a similar nature and volume over the last ten years. The values should be indicated in the same currency used for Item 1.2 above. Also, list details of work under way or committed, including expected completion date. The previous experience shall not be considered if a certificate clearly indicating the type of the work, date of completion and contract amount is not attached with the Bidding Document. Sub-contractor's
experiences shall not be taken into account in determining the Bidder's compliance with the qualifying criteria if not evidenced by the certificates of prime clients.

<table>
<thead>
<tr>
<th>Project Name and Country</th>
<th>Name of Client and Contact person</th>
<th>Type of work performed and year of completion</th>
<th>Agreement Date</th>
<th>Completion Date or Expected Completion Date</th>
<th>Total Value of Contract (NRs.)</th>
<th>Value of remaining Work (NRs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
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<tr>
<td>6.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

Note:- Also fill Application Form (3) at the end of this section.

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. The equipment shown in the table shall be required at the minimum. List all information requested below. Refer also to Sub-Clause 4.3(d) of the Instructions to Bidders.

<table>
<thead>
<tr>
<th>Equipment/Type/ Specification</th>
<th>Description, make, and age (years)</th>
<th>Reg. No.</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned/leased (from whom?)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Note:- Also fill Application Form (4) at the end of this section
List of Minimum quantity of Essential Equipment

In case the following equipment with required documents and certificates are not proposed with the Bid, it shall be deemed non-responsive and hence disqualified.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Equipment/Type/Specification</th>
<th>Minimum Quantity Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Dump trucks 5 m³ or more</td>
<td>2 (Two) nos.</td>
</tr>
<tr>
<td>b)</td>
<td>Excavator 0.75.0 m³</td>
<td>1 (One) no.</td>
</tr>
<tr>
<td>c)</td>
<td>Loader 1 m³ or more</td>
<td>1 (One) nos.</td>
</tr>
<tr>
<td>d)</td>
<td>Concrete mixer 7 cft or more</td>
<td>2 (Two) nos.</td>
</tr>
<tr>
<td>e)</td>
<td>Pneumatic Jack Hammer</td>
<td>5 (Five) nos.</td>
</tr>
<tr>
<td>f)</td>
<td>Ventilation Fan</td>
<td>2 (Two) nos.</td>
</tr>
<tr>
<td>g)</td>
<td>Air Compressor XA 280</td>
<td>3 (Three) nos.</td>
</tr>
<tr>
<td>h)</td>
<td>Diesel Generator 50 KVA</td>
<td>1 (One) no.</td>
</tr>
<tr>
<td>i)</td>
<td>Shotcrete Machine</td>
<td>2 (Two) nos.</td>
</tr>
<tr>
<td>j)</td>
<td>Water Pump</td>
<td>3 (Three) nos.</td>
</tr>
<tr>
<td>k)</td>
<td>Total Station</td>
<td>1 (One) no.</td>
</tr>
<tr>
<td>l)</td>
<td>Levelling Machine</td>
<td>1 (One) no.</td>
</tr>
</tbody>
</table>

Note:- Copy of the ownership documents (blue books, registration documents and leasing and purchase documents) should be attached. In case of lease or hire, an agreement between Bidder and leasing party together with the copies of ownership document should be attached. All the proposed equipment shall be certified that those are in Running Condition by a registered Mechanical Engineer or a registered Mechanical Workshop.

1.5 Qualifications and experience of key personnel proposed for site management, administration and execution of the Contract. Attach bio-data and detailed curriculum vitae. In case contract between Bidder and personnel, the agreement document should be attached. Refer also to Sub-Clauses 4.3(e) and 4.5(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract. The proposed personnel shall sign the statement of truth and validity in the Information Form 5A in blue indelible ink.

Bidder’s Key personnel proposed

Madhya Bhotekoshi Jalavidiyut Company Limited
Middle Bhotekoshi Hydroelectric Project

Page 39
### Required team of personnel

In case, the following personnel with required qualification and experience is not proposed with the Bid, it shall be deemed non-responsive and hence disqualified.

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum qualification</th>
<th>Minimum General Experience</th>
<th>Minimum experience in the specific field</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Manager</td>
<td>Bachelor in Civil Engineering or equivalent</td>
<td>10 years</td>
<td>7 years</td>
<td>Attach copy of qualification documents and Curriculum Vitae</td>
</tr>
<tr>
<td>Deputy Construction Manager</td>
<td>Bachelor in Civil Engineering or equivalent</td>
<td>7 years</td>
<td>5 years</td>
<td>Attach copy of qualification documents and Curriculum Vitae</td>
</tr>
<tr>
<td>Geologist</td>
<td>Masters in Geology or equivalent</td>
<td>7 years</td>
<td>5 years</td>
<td>Attach copy of qualification documents and Curriculum Vitae</td>
</tr>
<tr>
<td>Senior Surveyor</td>
<td>BSc. in Survey Engineering or Senior Survey Course or equivalent</td>
<td>5 years</td>
<td></td>
<td>Attach copy of qualification documents and Curriculum Vitae</td>
</tr>
<tr>
<td>Engineer (Civil)</td>
<td>Bachelor in Civil Engineering or equivalent</td>
<td>5 years</td>
<td>3 years</td>
<td>Attach copy of qualification documents and Curriculum Vitae</td>
</tr>
<tr>
<td>AutoCad Operator</td>
<td>Certificate Level + Auto Cad Training</td>
<td>3 years</td>
<td></td>
<td>Attach copy of qualification documents and</td>
</tr>
</tbody>
</table>
Bid Document

Section III. Forms of Bid and Qualification Information

<table>
<thead>
<tr>
<th>Accountant/Administrator</th>
<th>Certificate Level</th>
<th>3 years</th>
<th>Curriculum Vitae</th>
<th>Attach copy of qualification documents and Curriculum Vitae</th>
</tr>
</thead>
</table>

1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract.

<table>
<thead>
<tr>
<th>Sections of the Works</th>
<th>Value of subcontract</th>
<th>Subcontractor (name and address)</th>
<th>Experience in similar work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>3.</td>
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</tbody>
</table>

1.7 Financial reports for the last three Fiscal Years: balance sheets, profit and loss statements, cash flow statements, auditors’ reports, etc. List them below and attach attested copies.

<table>
<thead>
<tr>
<th>Financial information in NRs.</th>
<th>Actual: Previous five years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2064/65</td>
</tr>
<tr>
<td>1. Total Assets</td>
<td></td>
</tr>
<tr>
<td>2. Current Assets</td>
<td></td>
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<tr>
<td>3. Total Liabilities</td>
<td></td>
</tr>
<tr>
<td>4. Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>5. Net Worth</td>
<td></td>
</tr>
<tr>
<td>6. Working Capital</td>
<td></td>
</tr>
</tbody>
</table>

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach supporting documents.

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount in NRs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tbody>
</table>

1.9 Name, address, telephone and facsimile numbers of banks that may provide references if contacted by the Employer.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone/fax</th>
<th>E-mail address</th>
</tr>
</thead>
</table>
1.10 Information on current litigation in which the Bidder is involved.

<table>
<thead>
<tr>
<th>Other Party/ies</th>
<th>Cause of dispute</th>
<th>Amount Involved</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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</tbody>
</table>

(Also, fill Application Form (6) at the end of this section)

1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders

1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts as necessary to comply with the requirements of the Bidding Documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the Joint Venture. The information for 1.5 and 1.6 will be common for Joint Venture.

2.2 The information in 1.12 above shall be provided for the Joint Venture.

2.3 Attach the Power of Attorney of the signatory (ies) of the Bid authorising signature of the Bid on behalf of the Joint Venture.

2.4 Attach the Agreement among all partners of the Joint Venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and/or all partners of the Joint Venture;

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in-charge; and

(d) the share of each partner in the Joint Venture shall not be less than 25%; however, the share of lead partner in the Joint Venture shall be more than 40%.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bidding Data or to fulfil the requirements of Sub-Clause 4.1 and Clause 30 of the Instructions to Bidders, if applicable.
INFORMATION FORMS

Supplementary information may be provided by Applicants as deemed necessary.
Information Form (3)

**Details of Contracts of Similar Nature and Complexity**

<table>
<thead>
<tr>
<th>Name of Applicant or partner of a Joint Venture</th>
</tr>
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<tbody>
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</table>

Use a separate sheet for each contract.

1. **Number of contract**
2. **Name of contract**
3. **Country**
4. **Name of Employer**
5. **Employer address**
6. **Nature of works and special features relevant to the contract for which the applicant wishes to prequalify**
7. **Contract role (check one)**
   - Prime contractor
   - Management contractor
   - Subcontractor
   - Partner in a Joint Venture
8. **Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)**
   - Currency
   - Currency
   - Currency
9. **Equivalent amount NRs.**
   - Total contract: NRs. ................. ; subcontract: NRs. .................
10. **Date of award/completion**
11. **Contract was completed........... months ahead/behind original schedule (if behind, provide explanation)**
12. **Contract was completed........... equivalent under/over original contract amount (if over, provide explanation)**
13. **Special contractual/constructional requirements, including monthly/annual production rates of the key construction activities.**
14. **Indicate the approximate percent of total contract value (and NRs. amount) of work undertaken by subcontract, if any, and the nature of such work.**
Information Form (4)

**Equipment Capabilities**

<table>
<thead>
<tr>
<th>Name of Applicant</th>
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</thead>
</table>

The Applicant shall provide adequate information to demonstrate clearly that it has the capability to meet there requirements for each and all items of equipment. A separate Form (4) shall be prepared for each item of equipment or for alternative equipment proposed by the Applicant.

<table>
<thead>
<tr>
<th>Item of equipment</th>
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<tbody>
<tr>
<td><strong>Equipment information</strong></td>
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<td><strong>Capacity</strong></td>
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<td><strong>Current status</strong></td>
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<td><strong>Details of current commitments</strong></td>
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<tr>
<td><strong>Source</strong></td>
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</tbody>
</table>
Information Form (5)

**Personnel capabilities**

<table>
<thead>
<tr>
<th>Name of Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

For specific positions essential to contract management and implementation, Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form (5A) for each candidate.

Applicants may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

<table>
<thead>
<tr>
<th>1</th>
<th>Title of position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of prime candidate</td>
</tr>
<tr>
<td></td>
<td>Name of alternate candidate</td>
</tr>
<tr>
<td>2</td>
<td>Title of position</td>
</tr>
<tr>
<td></td>
<td>Name of prime candidate</td>
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<tr>
<td></td>
<td>Name of alternate candidate</td>
</tr>
<tr>
<td>3</td>
<td>Title of position</td>
</tr>
<tr>
<td></td>
<td>Name of prime candidate</td>
</tr>
<tr>
<td></td>
<td>Name of alternate candidate</td>
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<tr>
<td>4</td>
<td>Title of position</td>
</tr>
<tr>
<td></td>
<td>Name of prime candidate</td>
</tr>
<tr>
<td></td>
<td>Name of alternate candidate</td>
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<tr>
<td>5</td>
<td>Title of position</td>
</tr>
<tr>
<td></td>
<td>Name of prime candidate</td>
</tr>
<tr>
<td></td>
<td>Name of alternate candidate</td>
</tr>
</tbody>
</table>
### Candidate Summary

<table>
<thead>
<tr>
<th>Position</th>
<th>Candidate Information</th>
<th>Candidate Prime</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of candidate</td>
<td>Date of birth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional qualifications</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Present Employment</th>
<th>Name of Employment</th>
<th>Address of employer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>Contact (manager/personnel officer)</td>
<td>Fax</td>
<td>Telex</td>
</tr>
<tr>
<td>Job title of candidate</td>
<td>Years with present employer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company/Project/Position/Relevant technical and management experience</th>
</tr>
</thead>
</table>

Declaration of Truth and validity:

I, the undersigned ....... {name} .............., certify that all the information provided in this form is true to my knowledge and I will be available for the proposed position for the firm/JV from ......... {date} ........ to......... {date}................

Signature of the personnel
Date:
Information Form (6)

**Litigation History**

Name of Applicant or partner of a joint venture

Applicant, including each of the partners of a joint venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

<table>
<thead>
<tr>
<th>Year</th>
<th>Award FOR or AGAINST Applicant</th>
<th>Name of client, cause of litigation, and matter in dispute</th>
<th>Disputed amount (current value)</th>
</tr>
</thead>
<tbody>
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</table>
Section IV: Conditions of Contract
# Section IV: Conditions of Contract

## TABLE OF CLAUSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. General</strong></td>
<td>53</td>
</tr>
<tr>
<td>1. Definitions</td>
<td>53</td>
</tr>
<tr>
<td>2. Interpretation</td>
<td>55</td>
</tr>
<tr>
<td>3. Language and Law</td>
<td>55</td>
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<tr>
<td>4. Project Manager’s Decisions</td>
<td>55</td>
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<tr>
<td>5. Delegation</td>
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<td>6. Communications</td>
<td>55</td>
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<tr>
<td>7. Subcontracting</td>
<td>55</td>
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<tr>
<td>8. Other Contractors</td>
<td>56</td>
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<tr>
<td>9. Personnel</td>
<td>56</td>
</tr>
<tr>
<td>10. Employer’s and Contractor’s Risks</td>
<td>56</td>
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<tr>
<td>11. Employer’s Risks</td>
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<td>12. Contractor’s Risks</td>
<td>57</td>
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<tr>
<td>13. Insurance</td>
<td>57</td>
</tr>
<tr>
<td>14. Site Investigation Reports</td>
<td>57</td>
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Section IV: Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25 hereunder.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 55.1.

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 Clause 2.3 below.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

**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.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

**Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

The **Employer** is the party who employs the Contractor to carry out the Works.

The **Engineer** means any Engineer/person appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purpose of the Contract in place of the Engineer so designated.

The **Engineer's Representative** means any Consulting and/or departmental resident engineer or assistant of the Engineer appointed from time to time by the Employer to perform the
duties set forth hereof whose authority shall be notified in writing to the Contractor by the Engineer.

**Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer’s Letter of Acceptance.

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 Contract Data. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Project Manager** is the person named in the Contract Data (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.

**Section** means a part of the works specifically identified in the Contract as a Section.

The **Site** is the area defined as such in the Contract Data.

**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. These reports also include those reports, which are prepared for construction material sources.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the Contract Data. 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.

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.

**Temporary Works** are works designed, constructed, installed and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Project Manager, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer, as defined in the Contract Data.
2. Interpretation

2.1 In interpreting these Conditions of Contract, 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 Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract 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:

   (1) Contract Agreement,
   (2) Letter of Acceptance,
   (3) Minutes of Contract Negotiation Meeting, (if any)
   (4) Contractor’s Bid,
   (5) Contract Data,
   (6) Conditions of Contract,
   (7) Specifications,
   (8) Drawings,
   (9) Priced Bill of Quantities, and
   (10) Any other document listed in the Contract Data 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 Contract Data.

4. Project Manager’s Decisions

4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer fairly and impartially.

5. Delegation

5.1 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.

6. Communications

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

   6.2 If a notice given pursuant to Sub Clause 6.1 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.

7. Subcontracting

7.1 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.

8. Other Contractors

8.1 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 Contract Data. 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.

9. Personnel

9.1 The Contractor shall employ either the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Employer on the Project Manager’s recommendation will approve any proposed replacement of key personnel only if their qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 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.

9.3 A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.

9.4 During continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under.

10. Employer’s and Contractor’s Risks

10.1 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.

11. Employer’s Risks

11.1 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 Employer 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.
11.2 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.

12. Contractor’s Risks

12.1 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.

13. Insurance

13.1 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 Contract Data for the following events (including sabotage) 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.

13.2 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.

13.3 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.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder. In accordance with the Instructions to Bidders, Bidders must make their own arrangements to verify the availability and suitability of construction materials when preparing their
15. **Queries about the Contract Data**

15.1 The Project Manager shall clarify queries on the Contract Data.

16. **Contractor to Construct the Works**

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. **The Works to be Completed by the Intended Completion Date**

17.1 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.

18. **Approval by the Project Manager**

18.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of the Temporary Works.

18.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 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 their use.

19. **Safety**

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

20. **Discoveries**

20.1 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.

21. **Possession of the Site**

21.1 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 Contract Data, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

22. **Access to the Site**

22.1 The Contractor shall allow the Project Manager and any person authorised 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.

23. **Instructions**

23.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the laws of Nepal.

23.2 The Contractor shall permit the Employer to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by the auditors appointed by the Employer, if so required by the Employer.
24. Disputes  
24.1 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, within 15 days of the notification of the Project Manager's decision, the Contractor should lodge a complaint in writing to the Employer referring to such decision and a copy of the same should be given to the Project Manager.

25. Procedure for Disputes  
25.1 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.

26. Replacement of Adjudicator  
26.1 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 will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 28 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. Time Control

27. Program  
27.1 Within the time stated in the Contract Data, 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.

27.2 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.

27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the Contract Data 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.

27.4 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.

28. Extension of the Intended Completion Date  
28.1 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.

28.2 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.

29. Acceleration
29.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced Documents for achieving the necessary acceleration from the Contractor. If the Employer accepts these Documents, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.

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

30. Delays Ordered by the Project Manager
30.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings
31.1 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.

31.2 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.

32. Early Warning
32.1 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.

32.2 The Contractor shall cooperate with the Project Manager in making and considering Documents 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.

C. Quality Control
33. Identifying Defects

33.1 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.

34. Tests

34.1 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.

35. Correction of Defects

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

35.2 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.

36. Uncorrected Defects after Completion Date

36.1 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 will pay this amount.

D. Cost Control

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 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 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, excluding provisional sums, price adjustment and dayworks, except with the prior approval of the Employer.

38.3 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.

39. Variations

39.1 All Variations shall be included in updated Programs produced by the Contractor.

40. Payments for
Variations

Variations 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 days of the request or within any longer period stated by the Project Manager and before the Variation is ordered by him.

40.2 If the work in the Variation corresponds with 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 Sub-Clause 38.1 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.

40.3 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.

40.4 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.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash Flow Forecasts

41.1 When the Program 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.

42. Payment Certificates

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

42.2 The Project Manager shall check the Contractor’s monthly statement (bill) and certify the amount to be paid to the Contractor within 28 days of receiving such statement.

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

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

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

42.6 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.
43. Payments

43.1 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 does not make payment or 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.

43.2 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.

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

43.4 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.

44. Compensation Events

44.1 The following shall be Compensation Events:

a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

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 do 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.

l. Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

44.2 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 estimate and decide on the basis of facts of the events and supporting documents whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 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 will assume that the Contractor will react competently and promptly to the event.

44.4 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.

45. Tax

45.1 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 Certificate of Completion. 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 Clause 47.

46. Currencies

46.1 Where payments are made in currencies other than Nepalese Rupees, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Contract Data.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
48.2 On completion of the whole of the Works, 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.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data 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 Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

49.2 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 of liquidated damage by the contractor, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 43.1.

50. Bonus

50.1 The Contractor shall be paid a bonus calculated at the rate per calendar day stated in the Contract Data 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 total amount of Bonus shall not exceed the amount stated in the Contract Data. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, 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 will not be charged on the advance payment.

51.2 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.

51.3 The advance payment shall be repaid by deducting proportionate amounts stated in the Contract Data 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.

52. Securities

52.1 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 and form and 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 Defects Liability Certificate in the case of a bank guarantee.

53. Dayworks

53.1 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.

53.2 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 representatives of Project Manager at the site or Project Manager within two days of the work being done.

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

53.4 The hiring charge for equipment other than those specified in the Bill of Quantities shall be based on the standard method of calculation.

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

E. Finishing the Contract

55. Completion

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

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a Certificate of Completion.

57. Final Account

57.1 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
58. Operating and Maintenance Manuals

58.1 If “As Built Drawings” and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data or the date instructed by the Project Manager, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 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 Contractor does not maintain a Security, which is required.

g. 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 Contract Data.

h. If the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in
order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

i. The Contractor does not comply with Sub-Clauses 9.3 and 9.4 of the Conditions of Contract.

59.3 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 Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

59.5 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.

60. Payment upon Termination

60.1 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 Contract Data. 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.

60.2 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.

61. Property

61.1 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.

62. Release from Performance

62.1 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 afterwards to which a commitment was made.

63. Suspension of
Donor Agency
Loan/Credit/Grant

loan/credit/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 of such suspension within 7 days of having received the Donor Agency’s suspension notice: and

b. if the Contractor has not received sums due him within the 56 days for payment provided for in Sub-Clause 43.1, the Contractor might immediately issue a 14-day termination notice.

F. Additional Clauses

64. Project Manager’s Duties and Authority

64.1 The Project Manager’s duty and authority are restricted to the extent as detailed in the Contract Data.

65. Quarries and Spoil Dumps

65.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the riverbanks.

65.2 The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.

66. Safety, Security and Protection of the Environment

66.1 The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.

b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others.

c. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion. This planting shall follow the recommendations given in manuals and handbooks such as “Vegetation structures for stabilizing highway slopes – A manual for Nepal”, department of Roads.

e. Any spoil or material removed from drains shall be disposed off to designated stable tipping areas as directed by the Project Manager.

f. Shall not use firewood as a means of heating during the processing or preparation of any materials forming out of the works.

g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife.

h. Provide on the Site such life saving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.

67. Local Taxation 67.1 The prices bid by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 28 days prior to the closing date for submissions of Bids on the Contractor’s equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.

68. Value Added Tax 68.1 The Contract is not exempted from Value Added Tax (VAT). An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within period specified in VAT regulation.

69. Income Taxes on Staff 69.1 The Contractor’s staff, personal and labour will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations.

69.2 The issue of the Final Account Certificate pursuant to Clause 57 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.

70. Duties, Taxes and Royalties 70.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, lubricating oil, cement, timber, iron and iron
goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor.

70.2 The Contractor shall familiarise himself with the rules and regulations of Nepal with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible.

70.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the local District Development Committee (DDC) as may be in force at the time. The Contractor, Sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempt from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DDC.

71. Member of Government, etc, not Personally Liable

71.1 No member or officer of the Government of Nepal or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.

72. Approval of Use of Explosives

72.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.

73. Compliance with Regulations for Explosives

73.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.

74. Permission for Blasting

74.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.

75. Records of Explosives

75.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all
unused explosives from the Site on completion of works when ordered by the Project Manager.

76. Traffic Diversion

76.1 The Contractor shall include the necessary safety procedures regarding motorised and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period.

76.2 All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Project Manager.

76.3 All traffic devices used shall be designed in accordance with prevailing Department of Roads Guidelines or as instructed by the Project Manager.
Section V: Contract Data
**Section V: Contract Data**

These data and Clauses & Sub-Clausess are intended to complement, amend, or supplement the provisions in the Conditions of Contract (CoC). In the event of conflict or ambiguity, the provisions in the Contract Data shall prevail over those in the CoC.

<table>
<thead>
<tr>
<th>CoC Clause Reference</th>
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<tbody>
<tr>
<td><strong>A. GENERAL</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1.1 The Employer     | Madhya Bhotekoshi Jalavidyut Company Limited  
                        Middle Bhotekoshi Hydroelectric Project  
Phone No.: 977-1-4439163, 4439287  
Fax No. : 977-1-4443077  |
| The Project Manager  | Any person or the Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Project Manager for the purpose of the Contract in place of the Project Manager so designated.  
Note:- The term Project Manager and the Engineer are synonymous and interchangeable for the purpose of the Contract.  |
| Name and Identification of the Contract | Name of the Contract: Construction of Test Adit Tunnel under Middle Bhotekoshi Hydroelectric Project  
Contract Reference No: MBKHEP/01-067/68  |
| The Site             | The site is located at Sakhuwa of Gati VDC in Sindhupalchowk District, Bagmati Zone, Central Development Region of Nepal and is shown in the drawing.  |
| The Works            | The Works consist of Construction of Test Adit Tunnel at Construction Adit location. The works to be executed will comprise mainly the following items:  
a) Tunnel excavation  
b) Steel support  
c) Wiremesh/steel fibre shotcreting  |
| Start Date           | Within 30 days from the date of signing of the Contract Agreement.  |
| 3.1 Language of the Contract  
Laws governing the Contract | English  
| 9.1 Key Personnel     | As per the Qualification Information  |
| 9 Personnel           | Add following sentence at the end of Sub-Clause 9.3:  
The Contractor shall conform to "Labour Act of Nepal" in the execution of Contract Work.  
Add a new Sub-Clause 9.5 as follows:  |
The Contractor shall give due preference to engage local labour and other local workers for the execution of the Contract. The Contractor and his Sub-contractors shall provide temporary accommodation and sanitary arrangements for all their staff and employees. Adequate toilet, cooking and washing facilities shall be provided to the satisfaction of the prevailing Laws of the Department of Labour.

13.1 Insurance

The minimum insurance covers shall be:

a. The maximum deductible for insurance of the Works and Materials is **NRs. 100,000.00**

b. The minimum cover for insurance of the Works, Plants and Materials is **115 percent** of the Contract Price (inclusive of VAT).

c. The maximum deductible for insurance of Equipment is **NRs. 50,000**

d. The minimum cover for loss or damage to Equipment is **100 percent** of the value of the Equipment.

e. The maximum deductible for insurance of other property is **NRs. 25,000**

f. The minimum for insurance of other property is **NRs. 1,000,000 with unlimited numbers of occurrence**

g. The minimum cover for personal injury or death insurance

i. for the Contractor’s employees is as per labour act of Nepal.

ii. and for other people including Employer’s staffs and third parties is **NRs. 500,000.00** per person for 50 persons with unlimited numbers of occurrences.

14 Site Investigation Reports

Replace Sub-Clause 14.1 by following:

The Bidder shall make his own investigation, assessment, and judgment about the location and quantity of suitable local construction materials. The Contractors shall be fully responsible for any of their failure, negligence, error or omission in obtaining any relevant information, which may in any way influence or affect the execution of the works. The Employer shall take no liability for any conclusion inferred by the Contractor.

Add Sub-Clause 14.2 as follows:

The Contractor shall be deemed to have also satisfied himself before bidding with:

(a) Existing conditions, nature of existing roads and bridges and other means of access to the Site.

(b) Hydrological and Climatic conditions.

(c) People’s rights and interests, which may be interfered with or affected to the construction, completion and maintenance of the Works.

(d) Stability of existing slopes in the Site.
### B. TIME CONTROL

<table>
<thead>
<tr>
<th>Sub-Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>17.1</td>
<td><strong>The Works to be Completed by the Intended Completion Date</strong>&lt;br&gt; Add following sentence at the end of Sub-Clause 17.1:&lt;br&gt;The whole of the Works and, if applicable, any Section required to be completed within a Intended Completion Dates as stated in the Contract Data, shall be completed, in accordance with the provisions of Clause 55, within the time or dates stated in the Contract Data for the whole of the Works or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 28. &lt;br&gt;&lt;br&gt;The Intended Completion Date for whole of the Works shall be one hundred and eighty (180) days calculated from the date of signing of the Contract Agreement.</td>
</tr>
<tr>
<td>21.1</td>
<td><strong>Possession of the Site</strong>&lt;br&gt; The site possession date shall be within thirty (30) days from the date of signing of the Contract Agreement.</td>
</tr>
<tr>
<td>25.1</td>
<td><strong>Arbitration Procedure</strong>&lt;br&gt; The Arbitration will take place in accordance with Arbitration Act 2055 (1998) and venue of arbitration shall be Kathmandu, Nepal</td>
</tr>
<tr>
<td>26.1</td>
<td><strong>Appointing and Replacement of the Adjudicator</strong>&lt;br&gt; This Sub-Clause is &quot;Not Applicable&quot;.</td>
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<table>
<thead>
<tr>
<th>Sub-Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>27.1</td>
<td><strong>Submission of the Work Program</strong>&lt;br&gt;The Contractor shall submit a Program for the Works within 14 days of delivery of the Letter of Acceptance.</td>
</tr>
<tr>
<td>27.3</td>
<td><strong>Period of Program update and Amount to be withheld for late submission</strong>&lt;br&gt;The period between Program update is 84 days.&lt;br&gt;The amount to be withheld for late submission of an updated Program is <strong>NRs. 200,000/-</strong></td>
</tr>
<tr>
<td>28</td>
<td><strong>Extension of the Intended Completion Date</strong>&lt;br&gt;Add a new Sub-Clause 28.3 as follows:&lt;br&gt;Extension of Time will not be granted for delays caused by inadequate work force, faulty workmanship, construction materials, equipment and transportation arrangement or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed or due to inadequate planning, inefficiency or negligence, etc. of the Contractor. &lt;br&gt;&lt;br&gt;Add a new Sub-Clause 28.4 as follows:&lt;br&gt;In the event the Contractor’s performance of this Contract is delayed or interfered with by acts of the Employer or from delays in handing over sites, or from increase in the quantity of work to be done under the contract, or under unavoidable delays, an appropriate extension of time will be given. The Contractor shall request such extension within the one month of the cause of such delay and in any case before <strong>fifteen (15)</strong> days of the expiry of the completion date.</td>
</tr>
</tbody>
</table>

### C. QUALITY CONTROL
34 **Tests**

Add a new Sub-Clause 34.2 as follows:

All materials before being incorporated in the work in which materials are used without prior approval of the Project Manager shall be considered as defective and unauthorized and will not be paid for at the discretion of the Project Manager. In order to expedite the inspection and testing of materials, the Contractor shall advise the Project Manager at least one week prior to the delivery of materials from his chosen source. The cost of all tests on cement and reinforcing steel and quality control tests for soil and concrete shall be borne by the Contractor. All materials being used during the contract are subject to inspection, test or rejection if they are not in accordance with the Contract Documents. All materials not conforming to the requirements of the contract Documents shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise directed by the Project Manager.

35.1 **Defect Liability Period**

The Defects Liability Period is: **180 days**

36.1 **Uncorrected Defects after Completion Date**

Add the following sentence at the end of Sub-Clause 36.1:

The Employer upon the recommendation from the Project Manager may opt to employ other Contractor or any suitable means to correct the Defect and the incurred cost shall be deducted from any money due to the Contractor or by invoking any of the Contractor's guarantees.

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### D. COST CONTROL

38.1, 38.2 **Changes in Quantities**

Revise Sub Clause 38.1 as follows:

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 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

43 **Payments**

Revise Sub-Clause 43.1 as follows:

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.

Add a new Sub-Clause 43.5 as follows:

The monthly interim bills are for paying the Contractor a reasonable figure for the amount of work carried out during the month and do not constitute or form the basis of final payment for work done. Final quantities and payments will be made based on measurements of items finally in place in the finished work at the completion of the works.

Add a new Sub-Clause 43.6 as follows:

The payment of the General Items in the Bill of Quantities shall be made as follows:

a. **Insurance of Works, materials, equipment and plants, personal injury or death and third party insurance**: Payment for the
<table>
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<tr>
<th>Segment</th>
<th>Description</th>
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<tbody>
<tr>
<td>b. Commission Charge for Performance Bond</td>
<td>Payment for the commission charge of Performance Bond will be made at the lump sum price stated in the Bill of Quantities which for the cost of complying with the requirement of the Conditions of Contract. The Contractor may claim the payment with supporting receipts, provided that total sum paid shall not exceed contract lump sum price for insurance.</td>
</tr>
<tr>
<td>c. Temporary Buildings and Site Facilities</td>
<td>Payment for temporary buildings and site facilities will be made up to 90% of the lump sum price stated in the Bill of Quantities when the said facilities have been established and satisfactorily worked and the rest 10% will be made after they have been removed from the site.</td>
</tr>
<tr>
<td>d. Construction Power Supply</td>
<td>Payment for construction power supply will be made up to 50% of the lump sum price stated in the Bill of Quantities when the Engineer judges that the said system is acceptably established, 40% of the lump sum price will be made in the midway of the Contract period and the rest 10% will be made after the removal of the facilities from the site.</td>
</tr>
<tr>
<td>e. Telecommunication</td>
<td>Payment for telecommunication will be made up to 50% of the lump sum price stated in the Bill of Quantities when the Engineer judges that the said system is acceptably established, 40% of the lump sum price will be made in the midway of the Contract period and the rest 10% will be made after the removal of the facilities from the site.</td>
</tr>
<tr>
<td>f. Water Supply and Sanitation</td>
<td>Payment for Water supply and sanitation will be made up to 90% of the lump sum price stated in the Bill of Quantities when the Engineer judges that the said system is acceptably established and the rest 10% will be made after the removal of the facilities from the site.</td>
</tr>
<tr>
<td>g. Transportation of Construction Equipment and Plant</td>
<td>Payment for transportation of construction equipment and plant will be made up to 80% of the lump sum price stated in the Bill of Quantities when the required construction equipment and plants are mobilized to the site. Remaining 20% will be paid when the equipment and plants are demobilized from the site.</td>
</tr>
<tr>
<td>h. Medical Services</td>
<td>Payment for medical services will be made on the basis of the unit price stated in the Bill of Quantities, the Contractor may claim interim payments in his monthly interim bill. It will be paid when the medical services has been acceptably installed and became operational to be certified by the Engineer, which unit price shall constitute full compensation for the cost of all medical services except to be covered by the insurance.</td>
</tr>
<tr>
<td>44.1</td>
<td>Compensation Events</td>
</tr>
</tbody>
</table>
| 47.1 | Price Adjustment | The Contract is subject to price adjustment only for construction materials in accordance with Contract Data Sub-Clause 47.2. Add Sub-Clause 47.2 as follows:

After the signing of the Contract Agreement, if there happens to be an abnormal price fluctuation in excess of **ten (10)** percent in the price of the constructions materials mentioned in the schedule below, then an adjustment for the price shall be made in accordance with the procedures outlined below:

a. No price adjustments shall be made up to a variation of 10% from the base price of the construction material in the schedule below. If the price variation is, more than 10% from that of the base price then price adjustments shall be made for the additional percent beyond 10%.

b. The price adjustment shall be made on the volume of works carried out within the Intended Completion Dates including any time extension, if any, granted by the Employer and shall not apply to work carried out beyond the Intended Completion Dates reasons attributable to the Contractor.

c. The base prices of the construction materials shall be taken as of 28 days before the deadline for submission of the Bid. For the purpose of price variation, the Ex-factory price of the same source shall be taken into consideration. The Bidder shall substantiate the Base Price with the proper documentation and Bidder is required to submit those documentation along with the Financial Document. Based on those documents and verification (as necessary) it shall be included in the Contract Agreement.

d. In the event that the Contractor is due an increased adjustment, the Contractor shall submit computations, in sufficient detail, to determine accurately of the amount of the increase. The Contractor shall keep books, accounts, other documents and records that should clearly reflect the market fluctuation. These submission of the Contractor shall be examined by the Project Manager and if found justified, shall be forwarded with the Project Manager's recommendations for payment.

e. Provided that maximum amount of price adjustment shall not be more than 25% of the Initial Contract Price. In case the amount of the price adjustment exceeds such limit, the Agreement may be terminated or negotiation will be commenced with the Contractor not to exceed such limit or any measures can be taken in order to reduce the cost.

To apply the Sub-Clause 47.2 of price fluctuation the Contractor shall provide the following information in the Bid Document (Volume-I):

| Construction Material | Base Price (Ex-factory) | Source (factory) |
1. Cement NRs……/Bag ........................................
2. Gabion Wire NRs……./ kg ........................................
3. Structural steel NRs……./kg ........................................
4. Diesel NRs. ……/Litre Nepal Oil Corporation Location

<table>
<thead>
<tr>
<th>48.1 Proportion of Retention</th>
<th>The proportion of payments retained is: <strong>Five (5) percent</strong></th>
</tr>
</thead>
</table>

Revise Sub-Clause 48.2 as follows

Upon expiration of the Defect Liability Period the Retention Money shall be certified by the Project Manager for payment to the Contractor. Provided that, all defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

<table>
<thead>
<tr>
<th>49.1, 49.2 Liquidated Damages</th>
<th>Revise the Sub-Clause 49.1 by following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If the Contractor fails to comply with the Intended Completion Date in accordance with Clause 55, for the whole of the Works or, if applicable, any section within the relevant time prescribed by Clause 17, then the Contractor shall pay to the Employer the relevant sum stated in this Contract Data as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Intended Completion Date and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Contract Data. The Employer may, without prejudice to any method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</td>
</tr>
</tbody>
</table>

Revise the Sub-Clause 49.2 by following:

If, before the Taking-Over Certificate for the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

The liquidated damage for the whole of the works is 0.1% of Contract Price per day. The maximum amount of liquidated damages for the whole Works is Ten percent (10%) of Contract Price (inclusive of VAT).

<p>| 50.1 Bonus | This Sub-Clause is ‘<strong>Not Applicable</strong>’. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Sub-Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.1, 51.2</td>
<td><strong>Advance Payment</strong></td>
<td>Add the following paragraphs after the end of Sub-Clause 51.1: The Advance Payments shall be limited to <strong>fifteen (15)</strong> percent of the Initial Contract Price excluding provisional sums, dayworks and VAT and shall be paid in two instalments. Ten percent (first instalment) shall be paid to the Contractor upon submission of unconditional Bank Guarantee for Advance Payment and the rest five percent (second instalment) after the completion of mobilization of all required resources to the site as agreed in the Contract Document, after fulfilling contractual obligations like establishment of camp site, submission of work programme and insurance policies and upon submission of unconditional Bank Guarantee for Advance Payment.</td>
</tr>
<tr>
<td>51.3</td>
<td><strong>Repayment of the Advance Payment</strong></td>
<td>The Advance Payment will be repaid as follows: Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds <strong>15</strong> percent of the Initial Contract Price. Deduction will be made at the rate of <strong>25</strong> percent of the respective Monthly Interim Payment Certificate until the amount of Advance Payment be recovered.</td>
</tr>
<tr>
<td>52.1</td>
<td><strong>Performance Security</strong></td>
<td>The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: <strong>5 (Five)%</strong> The standard form(s) of Performance Security acceptable to the Employer shall be an Unconditional Bank Guarantee acceptable to the Employer of the type presented in the Bidding Documents. If the successful Bid is seriously unbalanced or front loaded or low in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all the items of the Bill of Quantities, to demonstrate the consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into the consideration of the schedule of estimated Contract Payments, the Employer may require that the amount of performance security be increased at the expense of the Bidder up to an additional gcgb8% of the Initial Contract Price of the successful Bidder under the Contract.</td>
</tr>
<tr>
<td>55.1</td>
<td><strong>Completion</strong></td>
<td>Replace Sub-Clause 55.1 by follows: The Contractor may apply by notice to the Project Manager for the Taking-Over Certificate not earlier than fourteen days before the Works will, in the Contractor's opinion, be complete and ready for Taking-Over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each section. The Project Manager shall, within 28 days after receiving the Contractor's application; a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding works and defect which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed</td>
</tr>
</tbody>
</table>
and these defects are remedied); or
b) reject the application, giving reasons and specifying the work required to be done by the contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

If the Project Manager fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) is substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

| 56.1 | Taking Over | Replace Sub-Clause 56.1 by following: The Employer shall take over the site and the works within seven days after issuance of the Taking-Over Certificate by the Project Manager. |
| 58.1 | Period for submission of As Built Drawings | The date by which operating and maintenance manuals are required is: **None**. The date by which “As Built Drawings” are required is: to be conveyed at the time of completion before issuance of Completion Certificate. |
| 58.2 | Amount to be withheld | The amount to be withheld for failing to produce “As Built Drawings” by the date required is **NRs. 50,000**. |
| 59 | Termination | Add a new Sub-Clause 59.2 j. as follows: The Contractor is not making reasonable and satisfactory progress as per approved construction schedule to complete the whole of the Works within the Intended Completion Date and extension thereof. Add a new Sub-Clause 59.6 as follows: Notwithstanding any thing contained elsewhere in this Contract, the Employer may terminate the Contract by giving 30 days prior notice to the Contractor after completion date even if the Contractor has reasonable ground for time extension if:
   (i) the remaining construction works are related to other Main Contract of the Project;
   (ii) it is not feasible to continue the Works with the Contractor, and
   (iii) the Main Contractor of the Civil Works of the Project has required to undertake those Works.
   If the notice of termination of the Contract is given to the Contractor, the Contractor shall stop all the works except those which cannot be stopped immediately.
   The Employer shall constitute valuation team to ascertain the value of the Works performed up to the date of termination, the materials at site and the amount payable to or receivable from the Contractor. |
In case of termination of the Contract under this Sub-Clause, the Employer shall not impose any Liquidated Damages as per Clause 49 nor forfeit the Performance Security. Similarly, the Contractor shall not be entitled to lodge any claim for compensation or additional cost on the ground of such termination. However, the Contractor shall be liable for the completed works done by them until the expiration of Defect Liability Period pursuant to Sub-Clause 35.1.

| 60.1 | Value of Work not completed | The percentage to apply to the value of the work not completed is 25 (Twenty-Five) percent. |
| 63.1 | Suspension of Donor Agency Loan/Credit/Grant | This Sub-Clause is 'Not Applicable'. |

**F. ADDITIONAL CLAUSES**

| 64.1 | Project Manager's Duties and Authority | The Project Manager shall obtain the specific approval of the Employer before taking any of the following actions:

a) Issuing a variation order under Clause 39 except in an emergency situation, as reasonably determined by the Project Manager. Emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property.

b) Determining the Extension of the 'Intended Completion Date' under Clause 28

c) Adjustment of rates under Clause 38

d) Certifying additional cost under Clause 44

e) Issuance of Taking-Over Certificate under Clause 55

f) Approving sub-contracting of any work under Clause 7 |

| 77 | Local Roads | Add new Clause 77 as follows:

**77 Local Roads**
The existing public roads near the site of work and the roads constructed by the Employer in the work area may be used to carry out the works. The Contractor may construct and maintain additional roads as required at his own expenses. |

| 78 | Contractor's General Responsibilities | Add new Clause 78 and Sub-Clausess 78.1 and 78.2 as follows:

**78 Contractor's General Responsibilities**
78.1 The Contractor shall with due care and diligence, design (to the extent provided by the Contract), execute and complete the works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, contractor’s equipment and all other things, whether of a temporary nature, such as temporary power line or permanent nature, required and for such design, execution, completion and remedying of
<table>
<thead>
<tr>
<th>79</th>
<th>Compensation against the Damages on Community and Public Properties</th>
</tr>
</thead>
</table>

Add new Clause 79 and Sub-Clauses 79.1, 79.2 and 79.3 as follows:

79 Compensation against the Damages on Community and Public Properties

79.1 The Contractor shall inform and take prior approval of the Employer before the commencement of the works under this Clause.
79.2 The Contractor shall compensate and rehabilitate any works damaged due to construction works, to community owned properties or public facilities such as school, road, temple, well, tap, Pati-pauwa (inn), canal etc.
79.3 The Contractor shall invoice separately such works to the Employer in the monthly statements.
Section VI: Bill of Quantities
Section VI: Bill of Quantities

PREAMBLE

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

14. Abbreviations used in the Bill of Quantities are:
   - L.S. : Lump Sum
   - P.S. : Provisional Sum
   - km : kilometer
   - m : meter
   - sq.m, m² : Square meter
   - cu.m, m³ : Cubic meter
   - ton : Metric Tonne
   - Nos. : Numbers
   - kg : kilogram
## BILL OF QUANTITIES

### Construction of Test Adit Tunnel

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Works</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate (NRs.)</th>
<th>Amount (NRs.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General items</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Insurance of works, materials, equipment and personnel and third party</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Bank charges for Performance Security</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Temporary Buildings and site facilities</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Construction power supply</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Telecommunication</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Water supply and sanitation</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Transportation of construction equipment and plants</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Medical services</td>
<td>Month</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-total 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Tunnel Works</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Test Adit Tunnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/001</td>
<td>Care of water during construction</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/002</td>
<td>Tunnel excavation</td>
<td>m³</td>
<td>5,580</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/003</td>
<td>Rock bolts ordinary type (Dia 25 mm, 3.2 m long)</td>
<td>Nos.</td>
<td>1,270</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/004</td>
<td>Shotcrete t = 100 mm</td>
<td>m²</td>
<td>3,066</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section VI: Bill of Quantities

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>/005</td>
<td>Wire mesh for shotcrete (Not required with steel fibre)</td>
<td>m²</td>
<td>3,066</td>
</tr>
<tr>
<td>/006</td>
<td>Fibrecrete t=100mm (replacement of Item Nos. /004 &amp; /005)</td>
<td>m²</td>
<td>3,066</td>
</tr>
<tr>
<td>/007</td>
<td>Structural steel support</td>
<td>Ton</td>
<td>5.3</td>
</tr>
</tbody>
</table>

#### 2.2 Tunnel Inlet Portal

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>/001</td>
<td>Open cut excavation in common soil (Manual excavation)</td>
<td>m³</td>
<td>100</td>
</tr>
<tr>
<td>/002</td>
<td>Open cut excavation in rock</td>
<td>m³</td>
<td>25</td>
</tr>
<tr>
<td>/003</td>
<td>Rock bolts ordinary type (Dia 25 mm, 4.0 m long)</td>
<td>Nos.</td>
<td>25</td>
</tr>
<tr>
<td>/004</td>
<td>Shotcrete t = 100 mm</td>
<td>m²</td>
<td>80</td>
</tr>
<tr>
<td>/005</td>
<td>Wire mesh for shotcrete</td>
<td>m²</td>
<td>80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-total 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total (1+2)</td>
<td></td>
</tr>
<tr>
<td>Value Added Tax @ 13%</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
</tr>
</tbody>
</table>
Section VII: Schedule of Particulars
SCHEDULE 1 - CASH FLOW TABULATION

Bidder shall break up Bid Sum based on his Construction Time Schedule attached to the Bid (Schedule 7) and fill up his estimated monthly cash flow in this schedule in accordance with Clause 41 of the Conditions of Contract. Month herein stated shall be so calculated that the first month is the month in which the Contract Agreement is signed.

<table>
<thead>
<tr>
<th>Month</th>
<th>(1) Progress Payment</th>
<th>(2) Advance Payment</th>
<th>(3) Repayment of Advance Payment</th>
<th>(4) Retention Money</th>
<th>(5) Payment to be Made</th>
<th>(6) Accumulative Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st (Commencement)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
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<tr>
<td>3rd</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>4th (Completion)</td>
<td></td>
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</tr>
<tr>
<td>5th (Defects Liability Certificate)</td>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The Bidder shall prepare and submit this format as per his requirement.

Signature of Bidder:-

For and on behalf of:-

Date:-
**SCHEDULE 2 - STAFF AND LABOUR FLOW TABULATION**

Bidder shall fill up his monthly estimated staff and labourers, based on the Construction Time Schedule attached to the Bid (Schedule 7) in this schedule Month herein stated shall be so calculated that the first month is the month in which the Contract Agreement is signed.

<table>
<thead>
<tr>
<th>Month</th>
<th>Site Management</th>
<th>Supervisory Staff</th>
<th>Foremen</th>
<th>Heavy Equipment Operators</th>
<th>Concrete Workers</th>
<th>Carpenters</th>
<th>Skilled labours</th>
<th>Unskilled labours</th>
<th>Drivers</th>
<th>Others</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; (Commencement)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
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</tr>
<tr>
<td>4&lt;sup&gt;th&lt;/sup&gt; (Completion)</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5&lt;sup&gt;th&lt;/sup&gt; (Defects Liability Certificate)</td>
<td></td>
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<td></td>
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<tr>
<td><strong>Total</strong></td>
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</tr>
</tbody>
</table>

Signature of Bidder:-

For and on behalf of:-

Date:–
SCHEDULE 3 - MATERIALS FLOW TABULATION

Bidder shall fill up his monthly estimated quantity, the estimated unit price and country of origin of the construction materials required for the Works based on the Construction Time Schedule to the Bid (Schedule 7). Month herein stated shall be so calculated that the first month is the month in which the Contract Agreement is signed.

<table>
<thead>
<tr>
<th>Month</th>
<th>Cement (Ton)</th>
<th>Coarse Aggregate (m³)</th>
<th>Fine Aggregate (m³)</th>
<th>Rock bolts (Nos)</th>
<th>Selected Embankment Materials (m³)</th>
<th>Forms (m²)</th>
<th>G I Wire (kg)</th>
<th>Structural steel (Ton)</th>
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<tbody>
<tr>
<td>1st (Commencement)</td>
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<td>Total Quantity</td>
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<td>Unit Price (NRs.)</td>
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<td>Country of Origin</td>
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</table>

Note: The Bidder shall prepare and submit this format as per his requirement.

Signature of Bidder:-

For and on behalf of:-

Date:-
SCHEDULE 4 – LIST OF CONSTRUCTION PLANT AND EQUIPMENT

1. If our Bid is accepted by the Employer, we undertake to deploy the plant and equipment listed herein for executing the Works as per the Construction Time Schedule attached to the Bid.

2. We understand that this project is of the time-bound and therefore we undertake to initiate delivery of plant and equipment listed herein to the Site within thirty (30) days after the signing of the Contract Agreement as to enable to commence the major parts of the Works as early as possible.

3. The quantities and type of plant and equipment listed herein are based for our construction method and sequence of Works and Construction Time Schedule (Schedule 7). If the quantities and/or type of such plant and equipment are inevitably changed as a result of detailed study of the Programme defined in the Conditions of Contract, we undertake to get the Project Manager informed thereof immediately.

Signature of Bidder:

For and or behalf of:

Date:
**LIST OF CONSTRUCTION PLANT AND EQUIPMENT**

(Note for the Bidder: To fill as detailed as possible)

<table>
<thead>
<tr>
<th>Works</th>
<th>Plant/Equipment Name/Model</th>
<th>Quantity</th>
<th>Capacity or Output</th>
<th>Present Location</th>
<th>Year of Manufacture</th>
<th>Ownership</th>
<th>Country of Origin</th>
<th>Estimated Present Value (NRs.)</th>
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</thead>
<tbody>
<tr>
<td>A. Tunnel excavation</td>
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<td>B. Transportation</td>
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<td>C. Embankment Filling &amp; Compaction</td>
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<td>D. Concrete/aggregate production &amp; placing</td>
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<tr>
<td>E. Other Works (drilling/dewatering/welding /power supply/water supply /communication)</td>
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<td>F. Survey Equipment</td>
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**TOTAL**

Note: The Bidder shall clearly indicate present ownership, such as "owned" or "to be hired" "to be purchased" and submit relevant certified documents of ownership.

Signature of Bidder : 
For and or behalf of : 
Date: 

Madhya Bhotekoshi Jalavidyut Company Limited
Middle Bhotekoshi Hydroelectric Project
SCHEDULE 5 - FIELD PERSONNEL

1. We undertake to provide and employ for the duration of the Contract a Project Manager, an Assistant Project Manager (if any) and .......... (number of persons) senior site staff whose professional experience is as stated. In addition to such senior staff we also undertake to provide and employ .................... (number of persons) civil engineer (s), and ................. (number of persons) junior engineer (s) surveyors, AutoCAD operators qualified for the other engineering field as required by the Construction Time Schedule (Schedule 7). Professional records of our site staff engaged in the works are as attached herewith.

2. ......................... (Name of Project Manager) has a broad experience in the field of project similar to or larger than this project and is capable of managing the Works in all respects to meet the requirements of the Contract. He will stay at site full time throughout the period of the Contract, being supported by at least Mr. .................................................. Mr.................................................. Mr. .................................................. Mr................................. and Mr.................................................. (name of senior site staff)

Signature of Bidder :-

For and on behalf of :-

Date:-
PROFESSIONAL RECORDS OF FIELD PERSONNEL

1. Name: .................................................................
2. Date of birth: ............................................................
3. Nationality: .............................................................
4. Education and degrees: ..................................................
5. Specialty: ...............................................................
6. Registration: ...........................................................
7. Length of service with Bidder: .........................................
   Years: from .......... (month) ...... (Year) to .......... (month) ...... (year)
8. Position proposed for the Works: ....................................
9. If he has worked in other firms than the Bidder, give names and length of service with previous employers:
   Name of Employer
   Length of Service
   from ................ to ...........
   Years
   from ................ to ...........
   Years
10. Construction experience:
    (This should cover the past 15-year experience. Use as many pages as necessary)
    (1) Name of Project: ...................................................
    (2) Name and address of owner: ......................................
    (3) Name and address of the Engineer (Consultant) for supervision
    (4) Indicate the features of Project (size of structures, work volume and any other particular interest connected with the project)
    (5) Contract amount (NRs.): ...........................................
    (6) Position held: ....................................................
    (7) Structures for which the personnel was responsible
    (8) Assignment period: from ...........(Month) ...........(Year)
        to ...........(Month) ...........(Year)

Signature of Bidder: -

For and on behalf of: -

Date: -

Signature of the Proposed Personnel:

Date: -

Note: - The Bidder is required to prepare the sheet for all the senior staff personnel who shall be assigned in the site.
SCHEDULE 6 - LIST OF SUBCONTRACTOR(S)

1. We understand that the Contract or any part thereof, or any benefit of interest therein or thereunder, shall not be assigned without the prior written consent of the Employer, and the main Works shall not be sub-let except the one to which the written consent of the Project Manager was given, in accordance with Clause 7 of the Conditions of Contract.

2. We also understand that such consent if given by the Project Manager shall not relieve us from any liability or obligation under the Contract and we shall be fully responsible for the acts, defaults or neglects of any subcontract, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of ours, our agents, servants or workmen. Upon receipt of the written notice from the Project Manager requiring terminating the subcontract for the reasons stated therein, we undertake to dismiss the said subcontractor immediately from the Site and to execute the said part of the works by our own force.

3. With the above understanding, we undertake to employ the subcontractor(s) listed hereto and for the work items(s) proposed therein, and confirm that our prices tendered deflect the same whatever the Employer/the Project Manager gives a consent or not. We understand the Employer/the Project Manager may not give consent of the subcontract(s) if no intention thereon is declared herein of if the subcontractor(s) listed herein is changed for our reason.

Signature of Bidder: -

For and on behalf of: -

Date: -
LIST OF SUBCONTRACTOR/S

1. Name of Subcontractor ..........................................................................................................
2. Postal address .........................................................................................................................
3. Country of registration ...........................................................................................................
4. Construction experience
   a. Area of Specialization (s) ...................................................................................................
   b. Experience on similar works previously executed:

<table>
<thead>
<tr>
<th>Description of works</th>
<th>Value of work (NRs.)</th>
<th>Period of time</th>
<th>Name &amp; Address of Employer</th>
<th>Type of Contract</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

5. Proposed work to be executed by the subcontractor under the Contract.

<table>
<thead>
<tr>
<th>B/Q Item No.</th>
<th>Works</th>
<th>Estimated Value (NRs.)</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

6. Documentary evidence of intent on subcontract(s) exchanged between us and subcontractor is attached hereto.

Signature of Bidder :-

For and on behalf of :-

Date:-
SCHEDULE 7 – TENTATIVE CONSTRUCTION TIME SCHEDULE
SCHEDULE 8 - DRAWINGS AND DOCUMENTS SUBMITTED WITH BID

Bidder shall submit with his Bid the following information, but not limited to;

8.1 Construction Planning, Methodology and Sequence of Works
   i. Work quantities of major structures.
   ii. Explanations of construction method and sequence for each work such as excavation, concrete placing, erection of steel truss, etc. in steps of work sequence of major structures.
   iii. Proposed method of protection of habitats, existing civil structures and facilities during blasting.
   iv. Labour force by trades in the works above.
   v. Detailed planning of major work items. Detailed breakdowns particularly for excavation, filling, reinforcement, shuttering, concreting, erection of steel truss, etc. shall be attached to match with the construction Schedule.

8.2 Organization Chart
   i. Diagram of organization divided into such section as control, administration, engineering, construction, etc.
   ii. Name of staff to be assigned and their grades and assignment period of each staff.

8.3 Layout of Temporary Roads and River Crossing Works
   i. Plan of temporary roads or river crossing works and construction time schedule.

8.4 Layout of Fine and Coarse Aggregate Plant(s)
   i. Plan of aggregate plant(s) to be provided including location, specifications of plant, diagram of production flow, method of waste water treatment, location of borrow area(s), method of extraction of materials, location of stockpiles etc.
   ii. Layout drawings of plant(s), production schedule of aggregate and construction time schedule.

8.5 Layout of Concrete Batching /Mixing Plant(s)
   i. Plan of concrete batching/mixing plant(s) to be provided including location, specifications of plant(s), aggregate stock yard/bins with capacities, etc.
   ii. Layout drawings of plant(s), production schedule of concrete, and construction time schedule.

8.6 Layout of Office, Quarter, Workshops and Other Necessary Buildings
   i. Plan of temporary buildings including location, names, quantities, floor areas, accommodation, capacity, sewerage treatment, furniture, etc. and construction time schedule.

8.7 Layout of Other Temporary Facilities
   i. Descriptions, drawings, specifications, conditions, schedule or other items necessary to clarify the other temporary facilities proposed shall be covered.
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Materials and Manufacturers</th>
<th>Unit</th>
<th>Basic Rate</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Rate</td>
<td>Date</td>
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<td>(NRs.)</td>
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<td>1</td>
<td>Cement</td>
<td>Bags</td>
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<td>2</td>
<td>Gabion Wire</td>
<td>kg</td>
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<td>a) 12 SWG</td>
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<td>b) 10 SWG</td>
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<td>c) 9 SWG</td>
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<td>d) 8 SWG</td>
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<td>3</td>
<td>Steel Reinforcement</td>
<td>kg</td>
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<td>4</td>
<td>Structural Steel</td>
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<td>Diesel</td>
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</table>

Note:- Price lists or quotations (prior to 28 days of deadline of submission of bids) of the Manufacturers or Suppliers shall be attached.

Signature of Bidder :-

For and on behalf of :-

Date:-
Section VIII: Sample Forms of Letter of Acceptance, Contract Agreement and Securities
BID SECURITY FORM (BANK GUARANTEE)

Whereas, …………………………………… …………… [name of Bidder, in case of Joint Venture list names of all Bidders as per Sub-clause 16.3 of Instructions to Bidders] (hereinafter called “the Bidder”) has submitted his bid dated ………………………………………. [date] for the construction of Tender No……………………………………… ……………. [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We ……………………………………… [name of Bank] of ………………………………………. [name of country] having our registered office at ………………………………………. ………………………………………. [address] (hereinafter called “the Bank”) are bound unto ………………………………………. [name of Employer] (hereinafter called “the Employer”) in the sum of ………………………………………………………… [amount] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this …………… [day] day of …………… [month], ……… [year].

The conditions of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

   (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

   (c) does not accept the correction of the Bid Price pursuant to Clause 27 of Instruction to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ………. [number] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date …………………… Signature of the Bank ……………………………

Witness …………………………… Seal ……………………………

[signature, name, and address]
Form of Bid Security (Bank Guarantee) for E-Submission

Whereas, ................................................ [name of Bidder, in case of Joint Venture list names of all Bidders as per Sub-Clause 16.3 of Instructions to Bidders] (hereinafter called “the Bidder”) has submitted his Bid dated ....................... [date] for the construction of ......................... [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We ................................................ [name of Bank] of [name of country] having our registered office at ................................................ [address] (hereinafter called “the Bank”) are bound unto ................................................ [name of Employer] (hereinafter called “the Employer”) in the sum of ......................... [amount] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ...... [day] day of .............[month], ................. [year].

The conditions of this obligation are:
(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
   (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
   (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
   (c) does not accept the correction of the Bid Price pursuant to Clause 27,

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [number] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by you for the release of the Guarantee.

Date ________________ Signature of the Bank ________________________________

Witness ____________________ Seal ________________________________

______________________________ [signature, name, and address]
Performance Bank Guarantee (Unconditional)

To: [name and address of Employer]

Whereas [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Works] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of completion of Defects Liability Period.

Signature and seal of the Guarantor ________________________________

Name of Bank ____________________________________________

Address __________________________________________________

Date ____________________
LETTER OF ACCEPTANCE

[This letter should be in the letterhead paper of the Employer]

Date:

To:  ………………………………
[name and address of the Contractor]

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 Contract Data] for the Contract Price of the equivalent, of ……… ……… ……… ……… ……… ……… ……… ……… [amount in numbers and words in Nepalese Rupees] (including 13% VAT), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

(a) We accept that ……… ……… ……… ……… ……… [name proposed by Bidder] be appointed as the Adjudicator.

(b) We do not accept that ……… ……… ……… ……… ……… [name proposed by Bidder] be appointed as adjudicator, and by sending a copy of this letter of acceptance to ……… ……… ……… ……… ……… ……… ……… [insert the name of the Appointing Authority], we are hereby requesting ……… ……… ……… [name], the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract Documents.

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

Attachment:  Contract Agreement
FORM OF CONTRACT AGREEMENT

This Contract, made on ... ... ... ... ... day of ... ... ... ... ... 2011 between the MADHYA BHOTEKOSHI JALAVIDYUT COMPANY LIMITED, MIDDLE BHOTEKOSHI HYDROELECTRIC PROJECT (MBKHEP), Gyaneswor, Kathmandu (hereinafter referred to as "the Employer") of the one part and ... ... ... ... ... ... ... ... ... ... (hereinafter referred to as "the Contractor") of the other part.

NOW THEREFORE it is hereby agreed by and between the parties hereto as follows:

1. THE CONTRACTOR AGREES:

(i) That in this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and other applicable document hereinafter referred to:

(ii) That the following document, though not limited thereto, shall be deemed to form and be read and construed as the part of this Contract, namely:

Volume-I
(a) Contract Agreement
(b) Letter of Acceptance
(c) Contract Data
(d) Conditions of Contract
(e) Preamble and Priced Bill of Quantities
(f) Performance Guarantee
(g) Power of Attorney
(h) Contractor's Bid
(i) Construction Time Schedule and other Schedules
(j) Form of Advance Payment Bond

Volume-II
Specifications

Volume-III
Drawings

(iii) That the terms, conditions and requirements of the Contract Documents shall prevail except those, which have been expressly altered by this Agreement.
(iv) That the said Documents are intended to cover and provide for satisfactory work in all respects, and that everything necessary to carry out this intent, including that which may be reasonably implied by the Contract Documents, shall be done by the Contractor, even if not particularly referred to in the Contract Documents.

(v) That he fully understands all aspects of work required by the Agreement, and confirms that he has examined the Site of the Works and access thereto and has satisfied himself as to the working conditions, the nature and type of the works, to be done for the Project, risks associated therewith, and as to any and all matters which may be necessary in order to form a proper conception of the conditions under which the Works shall be performed.

(vi) That in consideration of the payments to be made by the Employer, he will construct, complete, deliver the whole of the Works within Three Hundred (300) days calculated from the date named in the Contract Data as that within which the Works are to be commenced, and maintain the Works, in conformity in all respects with the provisions of the Contract Documents set forth in (ii) above.

2. THE EMPLOYER AGREES:

(i) To pay the Contractor, in consideration of construction, completion and maintenance of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

(ii) To provide the Contractor with access to, and use of, its lands and premises to whatever extent may be necessary for the continuous and unrestricted prosecution of the Contractor's operation.

3. IT IS MUTUALLY AGREED

(i) That the Contract Price based on the quantities in the Bill of Quantities used for the Bid is NRs. ..... .......(In words, Nepalese Rupees ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ...

(ii) That the previously mentioned Contract Price is subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.

(iii) That the Contractor has submitted a Performance Security for the due and proper performance of the Contract in the sum of NRs. ................. .... (Nepalese Rupees ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ... ...)

(iv) That the Works as herein above set forth be performed and completed to the approval of the Project Director.
4. That this Agreement shall extend to, be binding upon, and ensure to the benefits of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names and to be delivered at the principal office of the Employer as of the day, month and year first herein above written.

FOR AND ON BEHALF OF
THE CONTRACTOR:

By: .............................
Authorized Representative
Name: ..........................
Title: ..........................

FOR AND ON BEHALF OF
THE EMPLOYER:

By: .............................
Authorized Representative
Name: ..........................
Title: ..........................

IN THE PRESENCE OF:

Witness : ..........................
Address: ..........................
BANK GUARANTEE FOR ADVANCE PAYMENT

To: ... ... ... ... ... ... ... ... ... ... [name and address of Employer]
    ... ... ... ... ... ... ... ... ... ... [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 ("Advance Payment") of the above-mentioned Contract, ... ... ... ... ... ... ... ... ... ... [name and address of Contractor] (hereinafter called “the Contractor”) shall deposit with ... ... ... ... ... ... ... ... ... ... [name of Employer] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of ... ... ... ... ... ... ... ... ... ... [amount of Guarantee] [amount in words].

We, the ... ... ... ... ... ... ... ... ... ... [Bank or Financial Institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to ... ... ... ... ... ... ... ... ... ... [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding ... ... ... ... ... ... ... ... ... ... [amount of Guarantee] [amount in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract Documents which may be made between ... ... ... ... ... ... ... ... ... ... [name of Employer] and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until ... ... ... ... ... ... ... ... ... ... [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:
Address:
Date: