

Nepal Administrative Staff College

Jawalakhel, Lalitpur

**Bidding Document For The Procurement of  
Supply, Installation, Testing and Commissioning of  
Air Conditioner (A/C)**

**National Competitive Bidding (NCB)**

**IFB No.**

**Issued on:**

**Issued to:**

**Invitation for Bids No.:**

**NCB No.:**

## Abbreviations

BD .....	Bidding Document
BDF .....	Bidding Forms
BDS .....	Bid Data Sheet
BOQ.....	Bill of Quantities
COF .....	Contract Forms
DP.....	Development Partners
ELI .....	Eligibility
EQC .....	Evaluation and Qualification Criteria
EXP .....	Experience
FIN .....	Financial
GCC .....	General Conditions of Contract
NASC .....	Nepal Administrative Staff College
ICC .....	International Chamber of Commerce
IFB .....	Invitation for Bids
ITB .....	Instructions to Bidders
JV .....	Joint Venture
LIT .....	Litigation
NCB.....	National Competitive Bidding
PAN .....	Permanent Account Number
PPA .....	Public Procurement Act
PPMO.....	Public Procurement Monitoring Office
PPR .....	Public Procurement Regulations
PL .....	Profit & Loss
SBD .....	Standard Bidding Document
SCC .....	Special Conditions of Contract
TS .....	Technical Specifications
VAT .....	Value Added Tax
WRQ .....	Works Requirements

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# Invitation for Bids

## Nepal Administrative Staff College

*Invitation for Bids for the Procurement of Supply, Installation, Testing and Commissioning of Air Conditioner*

Contract Identification No: : NCB/NASC/74/75-002

Date of publication: 10/06/2074

- 1 Nepal Administrative Staff College invites sealed bids from eligible bidders for the **Procurement of Supply, Installation, Testing and Commissioning of Air Conditioner** under National Competitive Bidding procedures.
2. Eligible Bidders may obtain further information and inspect the bidding documents at the Nepal Administrative Staff College, Jawalakhel, Lalitpur. Email: info@nasc.org.np, Tel no: +977-1-5522002/5522160, Fax: +977-1-5524906
3. Bidding documents may be purchased from the Nepal Administrative Staff College, Jawalakhel, Lalitpur by eligible Bidders on the submission of a written application, along with the copies of Company/firm registration certificate, Tax clearance certificate of 2072/73 and VAT registration certificate and upon payment of a non-refundable fee of Rs. **1,000 during office hour on or before 2074/07/08.**
4. Sealed Bids must be submitted to the above office of Nepal administrative staff college, Jawalakhel, Lalitpur on or before **12:00 hours (Local Time) on 2074/07/10.** Documents received after this deadline shall not be accepted.
5. Bids shall be opened in the presence of Bidders' representatives who choose to attend on **15:30 hours (Local Time) on 2074/07/10** at the office of **Procurement Unit** of Nepal Administrative Staff College, Jawalakhel, Lalitpur. Bids must be valid for a period of **90 Days** counting from the day of bid opening and must be accompanied by bid security, amounting to a **minimum of 2.5 % of the quoted Bid amount (Inclusive of VAT)**, which shall be **valid for minimum 30 days** beyond the bid validity period.
6. The Bidder shall furnish a bid security, from "A" class commercial bank or the cash should be deposited in **deposit account no. 0070060025037** in favor of Nepal Administrative Staff College at Mega Bank Limited, Jawalakhel Branch and submit the receipt of the deposited amount of cash along with the bid.
7. Pre-bid meeting shall be held on the **2074/06/24, 14:00 hours**, local time at Procurement Unit, Nepal Administrative Staff College.
8. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
9. The Employer reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.

*Nepal administrative staff college,  
Jawalakhel, Lalitpur*

*Phone no. 01-5522002, 5522160*

**Part - I**

**BIDDING PROCEDURES**

## SECTION– I

**Instructions to Bidders**

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 The Purchaser <i>indicated in the BDS</i> issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements.</p> <p>1.2 Throughout this Bidding Document :</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form with proof of receipt;</li> <li>(b) if the context so requires, singular means plural and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) <i>indicated in the BDS</i> for which this Bidding Document is issued.</p> <p style="text-align: center;">Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) <i>indicated in the BDS</i> toward the cost of the project <i>named in the BDS</i>. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p> <p>2.3 Public Entity's Resources Funded.</p>

<p><b>3. Fraud and Corruption</b></p>	<p>3.1 The Nepal Administrative Staff College (NASC) requires that the Procuring Entities as well as bidders, suppliers and contractors and their sub-contractors under NASC-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer;</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>(iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</li> <li>(iv) “obstructive practice” means: <ul style="list-style-type: none"> <li>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NASC investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</li> <li>(bb) acts intended to materially impede the exercise of the NASC’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below.</li> </ul> </li> </ul> <p>(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> <li>(a) give or propose improper inducement directly or indirectly,</li> <li>(b) distortion or misrepresentation of facts,</li> <li>(c) engaging in corrupt or fraudulent practice or involving in such act,</li> <li>(d) interference in participation of other competing bidders,</li> <li>(e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</li> <li>(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the</li> </ul>
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	<p>Employer the benefit of open competitive bid price,</p> <p>(g) Contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.</p> <p>3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:</p> <p>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,</p> <p>(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,</p> <p>(c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a NASC/DP-financed contract.</p> <p>(d) If the successful bidder fails to sign the contract.</p> <p>3.4 A bidder declared blacklisted and ineligible by the NASC, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the NASC, PPMO and/or the DP.</p> <p>3.5 The Contractor shall permit the NASC/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the NASC, if so required by the NASC.</p> <p>3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.</p> <p>(a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the NASC or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the NASC having taken timely and appropriate action satisfactory to the DP to remedy the situation.</p>
<p><b>4. Eligible Bidders</b></p>	<p>4.1 A Bidder may be a natural person, private entity, or government - owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:</p> <p>(a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS. The qualification</p>



	<p>requirement of the parties to the JV shall be as specified in Section III Evaluation and Qualification Criteria, and</p> <p>(b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.</p> <p>4.2A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Contractors or suppliers for any part of the Contract including related services.</p> <p>4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if:</p> <p>(a) they have controlling partners in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p>
	<p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) A Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub-Contractor in more than one bid; or</p> <p>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or</p> <p>(g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.</p> <p>4.4A firm that is under a declaration of ineligibility by the NASC in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the NASC.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory</p>

	<p>to the Employer, as the Employer shall reasonably request.</p> <p>4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p> <p>4.8 Firms shall be excluded in any of the cases, if</p> <p>(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.</p> <p>(b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;</p>
	<p>(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.</p> <p>4.9 The bidder shall meet the eligibility criteria specified in section III (Evaluation and Qualification Criteria) of bid document.</p>
<p><b>5. Eligible Materials, Equipment and Services</b></p>	<p>5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p> <p>5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
<p><b>B. Contents of Bidding Documents</b></p>	
<p><b>6. Sections of Bidding Document</b></p>	<p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>PART I Bidding Procedures</b></p> <p>Section I Instructions to Bidders (ITB)</p> <p>Section II Bid Data Sheet (BDS)</p> <p>Section III Evaluation and Qualification Criteria (EQC)</p> <p>Section IV Bidding Forms (BDF)</p> <p><b>PART II Requirements</b></p> <p>Section V Works Requirements (WRQ)</p> <p>Section VI Bill of Quantities (BOQ)</p>

	<p><b>PART III Conditions of Contract and Contract Forms</b></p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms (COF)</p> <p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p> <p>6.3 The Employer is not responsible for the completeness of the Bidding Document and <b>their</b> Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
<p><b>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b></p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p>

	<p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p> <p>7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p> <p>7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
<b>8. Amendment of Bidding Document</b>	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing agenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2</p>
<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<b>10. Language of Bid</b>	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid;</li> <li>(b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;</li> <li>(c) Bid Security, in accordance with ITB 19;</li> <li>(d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;</li> <li>(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</li> </ul>

	<p>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract;</p> <p>(g) Technical Proposal in accordance with ITB 16;</p> <p>(h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and</p> <p>(i) Any other document required in the BDS.</p> <p>11.2 The Bidder is solely responsible for the authenticity of the documents submitted by the Bidder.</p>
<p><b>12. Letter of Bid and Schedules</b></p>	<p>12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<p><b>13. Alternative Bids</b></p>	<p>13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> <p>13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.</p> <p>13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section V (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).</p>
<p><b>14. Bid Prices and Discounts</b></p>	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Bid shall be the total price of the</p>

	<p>Bid, excluding any discounts offered.</p> <p>14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all Contracts are submitted and opened at the same time.</p> <p>14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.</p> <p>14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract.</p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p>
<p><b>15. Currency of Bid and Payment</b></p>	<p>15.1 The currency of the bid and payment shall be in Nepalese Rupees.</p>
<p><b>16. Documents comprising the Technical Proposal</b></p>	<p>16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p>
<p><b>17. Documents Establishing the Qualifications of the Bidder</b></p>	<p>17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).</p>
<p><b>18. Period of Validity of Bids</b></p>	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid</p>

	<p>validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p><b>19. Bid Security</b></p>	<p>19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p>
	<p>19.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee from "A" class commercial bank or;</li> <li>(b) cash deposit voucher in the Employer's Account as specified in BDS.</li> </ul> <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (90) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>19.5 The bid security of unsuccessful Bidders shall be returned as per the request by the bidder, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1 and 39.1.</p> <p>19.6 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li>(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 18.2: <ul style="list-style-type: none"> <li>(i) during the period of bid validity specified by the Bidder on the Bid, in case of electronic submission;</li> <li>(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case</li> </ul> </li> </ul>

	<p style="text-align: center;">of hard copy submission.</p> <p>(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;</p> <p>(d) the successful Bidder fails to:</p> <p style="padding-left: 40px;">(i) furnish a performance security in accordance with ITB 38.1; or</p> <p style="padding-left: 40px;">(ii) sign the Contract in accordance with ITB 39.1</p> <p style="padding-left: 40px;">(iii) accept the correction of arithmetical errors pursuant to clause 31.1;</p> <p>19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
<p><b>20. Format and Signing of Bid</b></p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>



## D. Submission and Opening of Bids

### 21. Sealing and Marking of Bids

21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting by hand copy
- i. Bidders shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- ii. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as provided in BDS 22.1;
- (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
- (d) Bear a warning not to open before the time and date for bid opening.
- iii. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- i. The bidder shall then prepare/fill the documents and forms included in the issued bid documents or the downloaded bid documents from the e-GP portal of PPMO- <http://www.bolpatra.gov.np>. As applicable. The required documents and forms shall be prepared in PDF form and/or shall be filled in the web forms in the e-GP system as specified below.

S. N.	Document	Requirement	Remarks
1	Letter of Bid	Mandatory	PDF/Web Forms
2	Bid Security (Bank Guarantee)	Mandatory	PDF
3	Company/Firm registration	Mandatory	PDF
4	VAT registration	Mandatory	PDF
5	Tax clearances certificate or evidence of tax return submission	Mandatory	PDF

6	Power of Attorney of Bid signatory	Mandatory	PDF
7	Business Registration Certificate (License)	Mandatory; If Required	PDF
8	Bank Voucher for cost of bid document	Mandatory	PDF
9	Joint venture agreement	Mandatory	Mandatory in case of JV Bids Only
10	Qualification Information	Mandatory	Web Forms (Experience, Turnover, etc.)
11	Applicable Price Adjustment Table	Mandatory; If applicable	No price adjustment will be treated if the indices in the Price Adjustment Table are not provided.
12	Completed BOQ	Mandatory	Web Forms

*Note:*

- a) *The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.*
- b) *Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.*
- iv) *The Bidder shall then upload the PDF bid files and submit the complete bid online through e-GP portal of PPMO- <http://www.bolpatra.gov.np> within the specified date and time.*
- v) *Bidders are advised to download the bid submission report to ensure that all the documents/ files are up to date and complete.*
- vi) *The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;*
  - aa) *The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying as per ITB Clause 21.1(d) shall be considered incomplete and rejected for further bid evaluation.*
  - bb) *In addition to electronically submitted PDF files/web forms, the Bidder shall be required to submit original bid security letter/ documents and clarifications as specified in ITB Clause 27. If a bidder does not submit the original Bid security letter and requested documents and or clarifications within the specified time limit then the bid shall not be considered for further*

	<p>evaluation.</p> <p>cc) If major discrepancy is found between the electronically submitted PDF bid files and the documents/ clarifications provided by the Bidder as per ITB Clause 27, then the bid shall not be considered for further evaluation.</p> <p>dd) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP portal of PPMO- <a href="http://www.bolpatra.gov.np">http://www.bolpatra.gov.np</a> as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</p> <p>ee) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p> <p>ff) Bidders who submit electronic bid should deposit the bidding document fee as specified in IFB and upload the scan copy (in pdf format) of the deposit voucher at the time of bid submission. The deposited amount shall be verified by the Employer during the bid evaluation process. The submitted Bid shall be non-responsive and shall not be evaluated if the cost for bidding document is not deposited as specified in the IFB.</p>
<p><b>22. Deadline for Submission of Bids</b></p>	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>In case of e-submission, the standard time for e-submission is Nepalese Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p><b>23. Late Bids</b></p>	<p>23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p><b>24. Withdrawal, and Modification of Bids</b></p>	<p>24.1 A Bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-submission. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p>(i) Bids submitted in hard Copy</p> <p>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in</p>

	<p>accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> <li>(aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and</li> <li>(bb) received by the Employer twenty four hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</li> </ul> <p>ii) E-submitted bids.</p> <ul style="list-style-type: none"> <li>a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder will not be able to submit another bid for the same bid.</li> <li>b) Withdrawal and modification of bids through hard copy shall not be considered in case of e-submitted bids</li> </ul> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.</p> <p>24.3 Bidder may submit request for withdrawal or modification only one time.</p> <p>24.4 No bid may be withdrawn if the bid has already been modified.</p> <p>24.5 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.</p> <p>24.6 The following provisions apply for withdrawal or modification of the Bids:</p> <ul style="list-style-type: none"> <li>(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</li> <li>(ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</li> </ul>
<p><b>25. Bid Opening</b></p>	<p>25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend.</p> <p>25.2 The Employer shall download the e-submitted bid files. The e-procurement system allows the Employer to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee.</p>

	<p>25.3 Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p> <p>25.4 Thereafter, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p>
	<p>25.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation.</p> <p>No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.</p> <p>25.6 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record.</p>

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

<p><b>26. Confidentiality</b></p>	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
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<p><b>27. Clarification of Bids</b></p>	<p>27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 11.1 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p>
<p><b>28. Deviations, Reservations, and Omissions</b></p>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>
<p><b>29. Determination of Responsiveness</b></p>	<p>29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.</p> <p>29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;</li> <li>or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</li> </ul> <p>29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal,</p>

	<p>in particular, to confirm that all requirements of Section V (Works Requirements) have been met without any material deviation, reservation or omission.</p>
	<p>29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p><b>30. Nonconformities, Errors, and Omissions</b></p>	<p>30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid.</p> <p>30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).</p> <p>30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.</p> <p>30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.</p>
<p><b>31. Correction of Arithmetical Errors</b></p>	<p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter</p>

	<p>of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.</p>
	<p>(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and(c) above.</p> <p>31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>
<p><b>32. Evaluation of Bids</b></p>	<p>32.1 The Employer shall use the criteria and methodologies listed in this Clause.No otherevaluation criteria or methodologies shall be permitted.</p> <p>32.2 To evaluate a bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) the bid price, excluding Value Added Tax, Provisional Sums, and the provision, if any, for contingencies in the Summary Bill of Quantities,for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) adjustment for nonconformities in accordance with ITB 30.3;</li> <li>(e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);</li> </ul> <p>32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>32.5 In case of special evaluation in civil works, if the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the</p>



	<p>amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>32.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.</p>
<b>33. Comparison of Bids</b>	33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.
<b>34. Qualification of the Bidder</b>	<p>34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
<b>35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
<b>F. Award of Contract</b>	
<b>36. Award Criteria</b>	36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>37. Letter of Intent to Award the Contract/Notification of Award</b>	<p>37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security</p>

	and sign the contract within fifteen days.
<b>38. Performance Security</b>	<p>38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p><b>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> <p>38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 37.</p>
<b>39. Signing of Contract</b>	<p>39.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 38.1.</p> <p>39.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Development Committee, District Administration Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information:(i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price</p> <p>39.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.</p>

	<p>39.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p>
<p><b>40. Complaint and Review</b></p>	<p>40.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 37.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>40.2 Late application filed after the deadline pursuant to ITB 40.1 shall not be processed.</p> <p>40.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 40.1:</p> <p>(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or</p> <p>(b) to reject the application.</p> <p>The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 40.4.</p> <p>40.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 40.3, is not given within five (5) days of receipt of application pursuant to ITB 40.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the NASC, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is more than Rupees Twenty Million (Rs. 20,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.</p> <p>40.5 Late application filed after the deadline pursuant to ITB 40.4 shall not be processed.</p> <p>40.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 40.4, the Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 40.3.</p> <p>40.7 Within three (3) days of receipt of the notification pursuant to ITB 40.6, the Public Entity shall furnish the copy of the related documents to the Review Committee.</p> <p>40.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 40.4.</p> <p>40.9 The Bidder, filing application pursuant to ITB 40.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to zero point five percent (0.15%) of its quoted Bid amount with the validity period of at least ninety (90) days</p>

	<p>from the date of the filing of application pursuant to ITB 40.4.</p> <p>40.10 If the claim made by the Bidder pursuant to ITB 40.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 40.9, within seven (7) days of such decision made.</p>
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## SECTION – II Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is : NCB/NASC/74/75-002
<b>ITB 1.1</b>	Name of the Purchaser: <i>Nepal Staff Administrative College, Jawalakhel, Lalitpur</i>
<b>ITB 2.1</b>	Name of the Project is: <i>Supply, Installation, Testing and Commissioning of Air Conditioner</i> The DP is: <i>Not Applicable</i> The implementing agency is: <i>Nepal Staff Administrative College</i> NASC Funded or DP Funded: <i>NASC</i>
<b>ITB 4.1</b>	Eligible : <i>Nepalese only</i>
<b>B. Bidding Document</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: Name of the Purchaser: <i>Nepal Administrative Staff college</i> City/Town: <i>Jawalakhel</i> District: <i>Lalitpur</i> Country: <i>Nepal</i> Telephone:, Tel no: <i>+977-1-5522002/5522160</i> Facsimile Number: <i>+977-1-5524906</i> Electronic Mail Address: <i>info@nasc.org.np</i>
<b>ITB 7.4</b>	Pre-Bid meeting shall be held on the <b>15<sup>th</sup></b> days of first notice publication, it will be at the following date, time and place: <b>Date:</b> <i>2074/06/24</i> <b>Time:</b> <i>14:00 hours (Local Time)</i> <b>Place:</b> <i>Procurement Unit, Nepal Administrative Staff college</i>
<b>ITB 7.5</b>	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: <i>English / Nepali</i>
<b>ITB 11.1 (b)</b>	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts:
<b>ITB 11.1 (i)</b>	The Bidder shall submit with its bid the following additional documents:

	<i>[insert if any additional documents not be permitted]</i>
<b>ITB 13.1</b>	Alternative Bids are <b>not</b> permitted
<b>ITB 14.6</b>	The prices quoted by the Bidder <b>shall be Fixed.</b>
<b>ITB 18.1</b>	The bid validity period shall be for <b>90 days.</b>
<b>ITB 19.1</b>	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of 2.5% of the quoted bid amount (Inclusive of VAT), which shall be valid for 30 days beyond the validity period of the bid.
<b>ITB 19.2 (b)</b>	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in deposit account no. <b>0070060025037 in favor of Nepal Administrative Staff College at Mega Bank Limited, Jawalakhel Branch</b> and submit the receipt of the deposited amount of cash along with the bid.
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b>2 copies</b>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: <ul style="list-style-type: none"> <li>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</li> <li>(b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</li> </ul>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	Bidders shall not have the option of submitting their bids electronically.
<b>ITB 21.1</b>	If bidders submit their bids electronically, the electronic bidding submission procedures shall be: <b>Not Applicable</b>
<b>ITB 22.1</b>	For bid submission purposes only, the Purchaser's address is: Name : <b>Nepal Staff Administrative College</b> Address : <b>Jawalakhel, Lalitpur, Nepal</b>  The deadline for bid submission : Date: 2074/07/10 Time: 12:00 hours (Local Time)

<b>ITB 25.1</b>	<p>The bid opening shall take place at :</p> <p>Date: 2074/07/10</p> <p>Time: 14:30 hours (Local Time)</p> <p>Place: <b>Procurement Unit, Nepal Administrative Staff college</b></p>
<b>F. Award of Contract</b>	
<b>ITB 39.1</b>	<p>The maximum percentage by which quantities may be increased is: <b>Not Applicable</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>Not Applicable</b></p>
<b>ITB 43.9</b>	<p>The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a Bank guarantee equal to five percent (5%) of its bid price or to furnish a cash amount in deposit account no.: <b>0070060025037 in favor of Nepal Administrative Staff College at Mega Bank Limited, Jawalakhel Branch</b></p>

SECTION - III  
**Evaluation and Qualification Criteria**

*Bids shall be considered non responsive, if;*

- a) *The bid is not submitted in the bid document issued by NASC.*
- b) *The bid is not sealed.*
- c) *The bid is not submitted with the Bid Form duly filled and signed in the complete document.*
- d) *The bid is not submitted within the specified date / time for submission of bids.*
- e) *The bid is not submitted along with the Bid security as specified in ITB 19*
- f) *The bid does not comply with the instructions as specified in the Invitation for bid and Notice published.*
- g) *Terms of payment and Destination of Delivery of the goods supplied are different from those specified in the Bid Document.*
- h) *All prices quoted are either not firm or conditional or not valid for the period specified in the Bid Document.*
- i) *There is a major deviation in specification of Goods proposed by the bidder from that specified in the technical specifications.*

**Criteria for bid evaluation shall be on the base of:**

1. Technical Specification,
2. CIP site price,
3. Delivery requirement as specified in Schedule of Requirements,

**Delivery Schedule: 30 days (As stated in schedule of requirement of Bid document).** The Equipment under the invitation for bids shall be delivered at the time specified in the schedule of requirement. A delivery "adjustment" will be calculated for the bids at the rate of one percent (1%) of the CIP site (final destination) price for each day of delay beyond the time specified in the Schedule of requirements, and this will be added to the total bid price for the purpose of the evaluation. No credit shall be given for early delivery and bids offering delivery beyond the acceptable range shall be treated as nonresponsive.



## Qualification Criteria

- a) Firm/ Company must be registered with the objectives to supply or support of electronics.
- b) The Bidder shall have a minimum of last 3 (three) years specific experience in the supply and support of Air Conditions (AC).
- c) The bidder shall furnish, a list of at least 10 units sold (same/similar) AC in Nepal in last 3 years.
- d) The bidders shall submit documentary evidence of liquid assets not less than NRS 10,00,000 (one million) in the form bank balance or credit facility from 'A' Class Commercial Bank.
- e) The average annual turnover during the last 3 (three) year should be not less than NRS 3,000,000 (three million).
- f) The Net worth of the Bidder should be positive in last three fiscal year to justify the reputation and financial worthiness of the Bidder. The audited Balance Sheet of last three years should be submitted with the bid.
- g) The Bidder must sign in Bid Form, and the Price Schedule of the Bid Document. Any erasure or by changes shall be initialed the person signing the Bid.
- h) Bids submitted by a bidder other than the manufacturer in respect of listed major items in Section -V Schedule of Requirements shall be accompanied by a letter from the manufacturer (Manufacturer's Authorization letter – in Section IV Bidding Forms) stating that the bidder is the authorized to deal with the said manufacturer for this bid. Manufacturer's Authorization Form (MAF) in OEM letter head confirming that they support the bidder for the tender is required. MAF Letter from reseller, distributor and partner other than the Original Equipment Manufacturer (OEM) will make bid non-responsive.
- i) The Bidder is required to state clearly the specifications of his proposed AC. Compliance with the buyer's requirement of the technical specifications shall be duly filled in and signed in the offered specification column of the technical specifications supported by relevant technical catalogue/leaflet/brochure. The catalogue/leaflet/brochure should be original. Tempering to catalogue/leaflet/brochure shall result the bid non-responsive.

SECTION - IV  
**Bidding Forms**

## Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]* NCB No.: *[insert number of bidding process]* Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *Nepal Staff Administrative College, Jawalkhel, Lalitpur*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in the amount of..... **(5% of quoted price including)**....percent of the Contract Price for the due performance of the contract.
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub- Clause4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission orgratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate -none.))

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Bid Security Bank Guarantee

*Bank's Name, and Address of Issuing Branch or Office  
(On Letter head of the 'A' class Commercial Bank)*

Beneficiary: ..... *name and address of Employer* .....

Date: .....

Bid Security No.: .....

We have been informed that ..... *[insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ..... *name of Contract* ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we..... *name of Bank* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *amount in figures* ..... (*amount in words* ..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

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.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name :
2. Incase of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Firm Registration Certificate  <input type="checkbox"/> Authorized to Represent the Firm(Letter of Attorney)

## a. Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]* NCB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> <b>Firm Registration Certificate</b>  <input type="checkbox"/> <b>Joint Venture Certificate</b>  <input type="checkbox"/> <b>Authorized to Represent the Firm(Letter of Attorney)</b>

## Financial Situation Form

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

Financial Data for Previous 3 Years (in NRs)		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>

### Information from Balance Sheet

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

### Information from Income Statement

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?
- Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



### **Average Annual Turnover Form**

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported Each Bidder or member of a JV must fill in this form

<b>Annual Turnover Data for the Last 3 Years</b>	
<b>Year</b>	<b>Amount (in NRs)</b>
<b>Average Annual Turnover</b>	

## Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No	Source of	Amount (in NRs)
1		
2		
3		

**Note:**

The letter from the Bank must be unconditional.

<b>Pending Litigation Form</b>			
Each Bidder or member of a JV must fill in this form			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in</b>	<b>Value of Pending Claim as a Percentage</b>

## Specific Experience Form

Bidder's Legal Name:

Date:

IFBNo.:

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract	Information		
Award Date			
Completion time			
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract amount	_____		Currency_____
Description of the Works performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____ %	_____	Currency_____
Purchaser's Name:	_____		
Purchaser's Address:			
Purchaser's Telephone/fax number:			
Purchaser's E-mail			

The Bidder shall complete this form for each contract completed/in progress

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

*Date:* \_\_\_\_\_

**BID GUARANTEE No.:**     \_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* (—the IFB).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

\_\_\_\_\_  
*[signature(s)]*

## **Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

S.N	Description	Country of origin	Quantity	Unit Price (in NRs.)		Total Price
				In Figure	In Words	

**Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination. The price schedule should include cost of all miscellaneous accessories needed for Air Conditioner.**

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Part - II

# REQUIREMENTS



SECTION - V  
**Works Requirements**

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

## Scope of Work

### A. Scope of Works

Scope of works shall include:

- a. All necessary Spare parts/Tools have to be provided by the contractor.
- b. Suitable Carrying case (if possible) should be provided by the contractor.
- c. The complete Set of Goods shall be warranted by the contractor against any manufacturing/ design/ installation defects for a minimum period of from the date of installation.
- d. The warranty of Compressor and Condenser should not be less than of **3years**. The over all warranty should be of 2 year.
- e. Rectification of all the defects developed in the Goods during Warrantee/Guarantee period shall have to be done by the contractor promptly, at the most within 3 days from the date of receipt of compliant.
- f. Warrantee/Guarantee will include rectification /replacement of all the defective and consumable components/items. During Warrantee/Guarantee period, all the arrangements for keeping all the goods functional shall be the sole responsibility of the contractor.
- g. After completion of the proposed works, clearances of all temporary works/ materials shall be the sole responsibility of the contractor and this shall be removed immediate after the requirement of such temporary work is completed.
- h. All the non-functional parts/materials/ items replaced during the Warrantee/Guarantee period shall be the property of the contractor.
- i. The contractor will conduct on-site training of the purchaser's/user's personnel regarding the assembly, start-up, operation, maintenance and repairs of the Goods.

## Technical Specifications

S.N.	Description	AC Split Unit	Offered
1	Quantity	10 pcs	
2	Compressor	2.0 Tons(24000 BTU)	
3	Inverter Technology	Yes	
4	Heat and cool	Yes	
5	Rust Resistant Cabinet	Yes	
6	Fire Proof Electric Box	Yes	
7	Completer copper wiring and cooling/piping	Yes	
8	Eco Friendly refrigerant	R410A	
9	Precise Temperature control	Yes	
10	Low Startup voltage	150V	

### IMPORTANT TERMS AND CONDITIONS:-

- a) Total 10 Split Unit ACs of 2 tons for total 5 rooms.
- b) The compressor for split units shall be 2.0ton AC should 24,000 BTU
- c) All the air conditioners are required to have Inverter Technology with G-10 Inverter.
- d) All the air conditioners are required to have both the cooling and heating functionality and should have the ceiling cooling and floor heating function.
- e) The cabinets of the air conditioners should be rust resistant and the electric boxes should be fire resistant. All the air conditioners are required to have complete copper coiling, wiring and piping.
- f) All the air conditioners should be compliant of the international environmental codes. They should be free of CFCs, HFCs, etc. and should have Eco-friendly refrigerant R410A.
- g) All the air conditioners should be fitted with precise temperature control technology.
- h) All the air conditioners should have the low startup voltage of 150 volts and should have the operational AC potential difference of 150-260V.
- i) To keep the air conditioning up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 90.00%.

- j) The Company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- k) The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects. Moreover, the technical staff of the vendor/company shall be involved in installation and configuration of same equipment provided.
- l) The vendor shall provide alternative of same capacity equipment in case of any faulty equipment till the replacement, or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/ higher capacity not less than the capacity of unit supply in any case.
- m) The quoted rates should be in NRS (Nepalese Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
- n) All civil work (if required) e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the piping and cabling within the premises of Air Conditioner installation will be the responsibility of the vendor/ firm.
- o) The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire.
- p) All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- q) Incomplete tenders will not be accepted and over writing if any on the tender should be certified / verified by the firms.
- r) The Purchase Committee / Competent Authority can accept or reject all tenders without assigning any reason.

SECTION - VI  
**Bill of Quantities**

S.N.	Description	Country of origin	Quantity	Unit cost	Total cost
1	Supply of 2 ton wall mounted Air Conditioner(AC)		10 pcs		
2	Accessories (Copper pipe, cable, stand, insulator, tape and other miscellaneous materials)		For installation of 10 pcs A/Cs		
3	Installation, testing and commissioning of Air Conditioner		10 pcs		
4	<b>Total Cost</b>				
	<b>13 % VAT</b>				
	<b>Grand Total cost</b>				
<b>In words:</b>					

Part - III

# **CONDITIONS OF CONTRACT AND CONTRACT FORMS**

SECTION - VII  
**General Conditions of Contract**

**Nepal Administrative Staff College**  
**Jawalakhel, Lalitpur**

**Procurement of Air Conditioner (A/C)**

## General Conditions of Contract

<b>A. General</b>	
<b>1. Definitions</b>	<p>1.1 Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> <li>(a) The <b>Accepted Contract Amount</b> means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</li> <li>(b) The <b>Activity Schedule</b> is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</li> <li>(c) The <b>Adjudicator</b> is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder.</li> <li>(d) <b>Bill of Quantities</b> means the priced and completed Bill of Quantities forming part of the Bid.</li> <li>(e) <b>Compensation Events</b> are those defined in GCC 42 hereunder.</li> <li>(f) The <b>Completion Date</b> is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 53.1.</li> <li>(g) The <b>Contract</b> is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.</li> <li>(h) The <b>Contractor</b> is the party whose Bid to carry out the Works has been accepted by the Employer.</li> <li>(i) The <b>Contractor's Bid</b> is the completed bidding document submitted by the Contractor to the Employer.</li> <li>(j) The <b>Contract Price</b> is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</li> <li>(k) <b>Days</b> are calendar days; months are calendar-months.</li> <li>(l) <b>Day works</b> 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.</li> <li>(m) A <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</li> <li>(n) The <b>Defects Liability Certificate</b> is the certificate issued by Project Manager upon correction of defects by the Contractor.</li> <li>(o) The <b>Defects Liability Period</b> is the period calculated from</li> </ul>



	<p>the Completion Date where the Contractor remains responsible for remedying defects.</p> <p>(p) <b>Drawings</b> include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(q) The <b>Employer</b> is the party who employs the Contractor to carry out the Works, as specified in the SCC.</p> <p>(r) <b>Equipment</b> is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) <b>Force Majeure</b> means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.</p> <p>(t) The <b>Initial Contract Price</b> is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) <b>Letter of Acceptance</b> means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.</p> <p>(w) <b>Materials</b> are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(x) <b>Party</b> means the Employer or the Contractor, as the context requires.</p> <p>(y) <b>SCC</b> means Special Conditions of Contract</p> <p>(z) <b>Plant</b> is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(aa) The <b>Project Manager</b> is the person named in the SCC (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.</p> <p>(bb) <b>Retention Money</b> means the aggregate of all monies retained by the Employer pursuant to GCC 46.1.</p> <p>(cc) The <b>Site</b> is the area defined as such in the SCC.</p> <p>(dd) <b>Site Investigation Reports</b> are those that were included in the bidding documents and are factual and interpretative</p>
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	<p>Reports about the surface and subsurface conditions at the Site.</p>
	<p>(ee) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(ff) The <b>Start Date</b> is given in the SCC. 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.</p> <p>(gg) A <b>Subcontractor</b> 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.</p> <p>(hh) <b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ii) A <b>Variation</b> is an instruction given by the Project Manager which varies the Works.</p> <p>(jj) The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
<p><b>2. Interpretation</b></p>	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Contract Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Letter of Bid,</li> <li>(d) Special Conditions of Contract,</li> <li>(e) General Conditions of Contract,</li> <li>(f) Specifications,</li> <li>(g) Drawings,</li> <li>(h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and</li> </ul>

	(i) Any other document listed in the SCC as forming part of the Contract.
<b>3. Language and Law</b>	3.1 The language of the Contract and the law governing the Contract are stated in the SCC.
<b>1. Project Manager's Decisions</b>	4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
<b>2. Delegation</b>	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.
<b>3. Communications</b>	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
<b>4. Subcontracting</b>	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.
<b>5. Other Contractors</b>	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 SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
<b>6. Personnel and Equipment</b>	<p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>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 seven days and has no further connection with the work in the Contract.</p>
<b>7. Employer's and Contractor's Risk</b>	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.
<b>11. Employer's Risks</b>	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage</p>

	<p>to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <ul style="list-style-type: none"> <li>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</li> <li>(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.</li> </ul> <p>(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.</p> <p>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</p> <ul style="list-style-type: none"> <li>(a) a Defect which existed on the Completion Date,</li> <li>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</li> <li>(c) the activities of the Contractor on the Site after the Completion Date.</li> </ul>
<p><b>12. Contractor's Risks</b></p>	<p>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.</p>
<p><b>13. Insurance</b></p>	<p>13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> <li>(a) loss of or damage to the Works, Plant, and Materials;</li> <li>(b) loss of or damage to Equipment;</li> <li>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</li> <li>(d) Personal injury or death.</li> </ul>
	<p>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 proportions of Nepalese Rupees required to rectify the loss or damage incurred.</p> <p>13.3 If the Contractor does not provide any of the policies and</p>

	<p>certificates required, the Employer may affect 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.</p> <p>13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>
<b>14. Site Investigation Reports</b>	14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.
<b>15. Contractor to Construct the Works</b>	15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
<b>16. The Works to Be Completed within intended Completion Date</b>	16.1 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 within the intended Completion Date.
<b>17. Design by contractor and Approval by the Project Manager</b>	<p>17.1 The contractor shall be responsible for the design of permanent works as specified in SCC.</p> <p>17.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use.</p> <p>17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.</p>
<b>18. Safety, Security and Protection of the Environment</b>	<p>18.1 The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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 of for the safety and convenience of the public or others.</li> <li>c. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons</li> </ol>

	<p>or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.</p> <p>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.</p> <p>e. Any spoil or material removed from drains shall be disposed off to designated stable tipping areas as directed by the Project Manager.</p> <p>f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works.</p> <p>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.</p> <p>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.</p>
<b>19. Discoveries</b>	<p>19.1 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.</p>
<b>20. Possession of the Site</b>	<p>20.1 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 SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.</p>
<b>21. Access to the Site</b>	<p>21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
<b>22. Instructions, Inspections and Audits</b>	<p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall permit the NASC and/or persons appointed by the NASC to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the NASC if required by the NASC. The Contractor's attention is drawn to Sub-Clause 58.2 which provides, inter alia, that acts intended to</p>

	materially impede the exercise of the NASC's/DP's inspection and audit rights provided for under this Sub-Clause constitute a obstructivepractice subject to contract termination.
<b>23. Dispute Settlement</b>	<p>23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.</p>
<b>24. Appointment of the Adjudicator/ DRC Members</b>	
<b>25 Procedures for Disputes</b>	25.1 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC.
<b>B. Time Control</b>	
<b>26. Program</b>	<p>26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.</p> <p>26.4 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</p>

	at anytime. A revised Program shall show the effect of Variations and Compensation Events.
<b>27. Extension of the Intended Completion Date</b>	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 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 at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>
<b>28. Acceleration</b>	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>
<b>29. Delays Ordered by the Project Manager</b>	29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
<b>30. Management Meetings</b>	<p>30.1 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.</p> <p>30.2 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.</p>
<b>31. Early Warning</b>	31.1 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



	<p>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.</p> <p>31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>
<b>C. Quality Control</b>	
<b>32. Identifying Defects</b>	<p>32.1 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.</p>
<b>33. Tests</b>	<p>33.1 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.</p>
<b>34. Correction of Defects</b>	<p>34.1 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 SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 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.</p>
<b>35. Uncorrected Defects</b>	<p>35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.</p>
<b>D. Cost Control</b>	
<b>36. Contract Price</b>	<p>36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.</p> <p>36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for</p>

	Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
<b>37. Changes in the Contract Price</b>	<p>37.1 In the case of an Unit Rate contract:</p> <p>(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, except with the prior approval of the Employer.</p> <p>(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p> <p>37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.</p>
<b>38. Variations</b>	<p>38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.</p>
	<p>38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 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.</p> <p>38.4 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.</p> <p>38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of</p>

	<p>Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 37.1 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.</p>
<b>39. Cash Flow Forecasts</b>	<p>39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.</p>
<b>40. Payment Certificates</b>	<p>40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise:</p> <ul style="list-style-type: none"> <li>(a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or</li> <li>(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.</li> </ul> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 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.</p>
<b>41. Payments</b>	<p>41.1 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 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC 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.</p> <p>41.2 If an amount certified is increased in a later certificate</p>

	<p>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.</p> <p>41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
<p><b>42. Compensation Events</b></p>	<p>42.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(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.</li> <li>(e) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(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.</li> <li>(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.</li> <li>(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</li> <li>(i) The advance payment is delayed.</li> <li>(j) The effects on the Contractor of any of the Employer's Risks.</li> <li>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</li> <li>(l) Force majeure events as determined by the Project Manager.</li> </ul> <p>42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the</p>

	<p>Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>42.4 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.</p>
<p><b>43. Tax</b></p>	<p>43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.</p>
<p><b>44. Currency</b></p>	<p>44.1 The currency of Contracts shall be Nepalese Rupees.</p>
<p><b>45. Price Adjustment</b></p>	<p>45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.</p> <p>45.2 <b>Adjustment Formulate:</b> "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:</p> $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$ <p>Where:</p> <p><b>pn</b> is a price adjustment factor to be applied to the</p>

	<p>amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41;</p> <p><b>A</b> is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;<sup>1</sup></p> <p><b>b, c, d, etc.</b>, coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC;</p> <p><b>Ln, Mn, En, etc.</b>, are the current cost indices or reference prices of the cost elements for month “n,” determined pursuant to Sub-Clause 45.4, applicable to each cost element; and</p> <p><b>Lo, Mo, Eo, etc.</b>, are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4</p>
	<p><b>45.3 Sources of Indices and Weightings:</b> The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor’s proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager.</p> <p><b>45.4 Base, Current and Provisional Indices:</b> The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p> <p><b>45.5 Weightings:</b> The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason.</p> <p><b>45.6 Subsequent Legislation:</b> If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to any National Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in</p>

	<p>the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2</p>
	<p>45.7 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas:</p> <p>For unexpected increase in price</p> $P = [R_1 - (R_0 \times 1.10)] \times Q$ <p>For unexpected decrease in price P</p> $= [R_1 - (R_0 \times 0.90)] \times Q$ <p>Where:</p> <p>“P” is price adjustment amount</p> <p>“R<sub>1</sub>” is the present price of the construction material (Source of indices shall be those listed in the Bidding forms)</p> <p>“R<sub>0</sub>” is the base price of the construction material</p> <p>“Q” is quantity of the construction material consumed in construction during the period of price adjustment consideration</p> <p>If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms-Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC..</p> <p>45.8 The Price Adjustment amount shall be limited to a maximum</p>

	<p>of the initial Contract Amounts specified in the SCC.</p> <p>45.10 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract or a Fixed Budget Contract.</p>
<b>46. Retention</b>	<p>46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.</p> <p>46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns . On completion of the whole works, the Contractor may substitute retention money with an “on demand” bank guarantee.</p>
<b>47. Liquidated Damages</b>	<p>47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC 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 SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC.41</p>
<b>48. Bonus</b>	<p>48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>
<b>49. Advance Payment</b>	<p>49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the</p>



	<p>Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p>
	<p>49.2 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.</p> <p>49.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due 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.</p>
<p><b>50. Securities</b></p>	<p>50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a 'A' class commercial bank acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.</p> <p>50.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p>
<p><b>51. Day works</b></p>	<p>51.1 If applicable, the Day works 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.</p> <p>51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.</p>
<p><b>52. Cost of Repairs</b></p>	<p>52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or</p>

	damage arises from the Contractor's acts or omissions.
<b>E. Finishing the Contract</b>	
<b>53. Completion</b>	53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
<b>54. Taking Over</b>	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
<b>55. Final Account</b>	55.1 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 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
<b>56. Operating and Maintenance Manuals</b>	56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.  56.2 If the Contractor does not supply the Drawings and/or manuals by the dates <b>stated in the SCC</b> pursuant to GCC 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount <b>stated in the SCC</b> from payments due to the Contractor.
<b>57. Termination</b>	57.1 In no case, the Contractor shall terminate the Contract unilaterally without duly notifying the Employer.  57.2 The Employer may terminate the Contract at any time if the contractor;  a. does not commence the work as per the Contract, b. abandons the work without completing, c. fails to achieve progress as per the Contract.  57.3 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.  57.4 Fundamental breaches of Contract shall include, but shall not be limited to the following:  (a) The Contractor uses the advance payment for matters

	<p>other than the contractual obligations,</p> <ul style="list-style-type: none"> <li>(b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> <li>(c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;</li> <li>(d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.</li> <li>(e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate;</li> <li>(f) 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;</li> <li>(g) the Contractor does not maintain a Security, which is required; and</li> <li>(h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</li> <li>(i) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1.</li> </ul> <p>57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.6 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.7 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.</p>
<p><b>58. Fraud and Corruption</b></p>	<p>58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.</p> <p>58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.</p> <p>For the purposes of this Sub-Clause;</p> <ul style="list-style-type: none"> <li>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of</li> </ul>

	<p>value to influence improperly the actions of another party.</p> <p>(ii) “fraudulent practice”<sup>5</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice”<sup>6</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”<sup>7</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the NASC’s/DP’s inspection and audit rights provided for under Sub-Clause 22.2.</p>
<p><b>59. Black Listing</b></p>	<p>59.1 Without prejudice to any other rights of the Employer under this Contract, NASC, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder.</p> <p>(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</p>
<p><b>60. Payment upon Termination</b></p>	<p>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 SCC. Additional Liquidated Damages shall not apply. If the total amount due to the</p>

	<p>Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>60.2 60.2 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer.</p> <p>In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>
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<b>61. Property</b>	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.
<b>62. Release from Performance</b>	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.
<b>63. Suspension of DP Loan/Credit/Grant</b>	<p>63.1 In the event that the Donor Agency suspends the loan/credit/grant to the Employer from which part of the payments to the Contractor are being made:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. if the Contractor has not received sums due him within the 30 days for payment provided for in Sub-Clause 41.1, the Contractor may immediately issue a 15-day termination notice.</li> </ul>
<b>64. Project Manager's Duties and Authorities</b>	64.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.
<b>65. Quarries and Spoil Dumps</b>	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 so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by

	<p>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.</p>
<b>66. Local Taxation</b>	<p>66.1 The prices tendered 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 30 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.</p>
<b>67. Value Added Tax</b>	<p>67.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.</p>
<b>68. Income Taxes on Staff</b>	<p>68.1 The Contractor's staff, personnel and labor 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.</p> <p>68.2 The issue of the Final Account Certificate pursuant to clause 55 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.</p>
<b>69. Duties, Taxes and Royalties</b>	<p>69.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and 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.</p> <p>69.2 The Contractor shall familiarize himself with NASC the rules and regulations 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.</p> <p>69.3 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,</p>

	will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DDC.
<b>70. Member of Government, etc, not Personally Liable</b>	70.1 No member or officer of NASC 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.
<b>71. Approval of Use of Explosives</b>	71.1 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.
<b>72. Compliance with Regulations for Explosives</b>	72.1 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.
<b>73. Permission for Blasting</b>	73.1 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.
<b>74. Records of Explosives</b>	74.1 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.
<b>75. Traffic Diversion</b>	75.1 The Contractor shall include the necessary safety procedures regarding 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. 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. All traffic devices used shall be designed in accordance with the instruction of Project Manager.

SECTION - VIII  
**Special Conditions of Contract**

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



## Special Conditions of Contract

A. General	
<b>GCC 1.1 (q)</b>	The Employer is <b>Nepal Administrative Staff College, Jawalakhel, Lalitpur</b>
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the whole of the Works shall be <b>30 days</b> .
<b>GCC 1.1 (cc)</b>	The Site is located at Jawalakhel <b><u>Nepal Administrative Staff College, Jawalakhel, Lalitpur</u></b>
<b>GCC 1.1 (ff)</b>	The Start Date shall be 2074/08/05
<b>GCC 1.1 (jj)</b>	The Works consist of Supply, Installation, Testing and Commissioning of Air Conditioner (A/C)
<b>GCC 3.1</b>	The language of the contract is ENGLISH/NEPALI The law that applies to the Contract is the law of NEPAL
<b>GCC 7.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be Name and Address of the Purchaser: <b><u>Nepal Administrative Staff college, Jawalakhel, Lalitpur, Nepal</u></b> Telephone number: +977-1-5522002, 5522160 Facsimile number: +977-1-5524906 Electronic Mail Address: <a href="mailto:info@nasc.org.np">info@nasc.org.np</a>
<b>GCC 11.1</b>	Upon delivery of the cars to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: <ul style="list-style-type: none"> <li>a) Copies of the Supplier's invoice showing the description of the Goods, quantity;</li> <li>b) Delivery note, railway receipt, or truck receipt;</li> <li>c) Manufacturer's warranty certificate;</li> </ul> The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses
<b>GCC 14.2</b>	The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.

<b>GCC 17.1</b>	The Supplier shall provide a Performance Security of five (5) percent of the Contract Price. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 13 months.
<b>GCC 17.3</b>	The types of acceptable Performance Securities are: A bank guarantee issued by "A" class commercial bank located in Nepal or in cash deposited in deposit account no. 0070060025037 in favor of Nepal Administrative Staff College at Mega Bank Limited, Jawalakhel Branch.
<b>GCC 17.4</b>	Discharge of the Performance Security shall take place: <b>in accordance with GCC Sub-Clause 17.4; after delivery and acceptance of the Goods, the warranty period will start and the performance security shall be discharged after completion of the Supplier's warranty obligations (i.e. One (2) years from the date of acceptance).</b>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: 2074/08/05
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: 365 days after the handover.
<b>D. Cost Control</b>	
<b>GCC 45.1</b>	The Contract <i>is not</i> subject to price adjustment, and the following information regarding coefficients <i>does not</i> apply.  The coefficients and indices for adjustment of prices in Nepalese Rupees shall be as specified in the Table of Adjustment Data submitted by bidder together with the Letter of Bid which is approved by the Project manager and attached as Annex-1.
<b>GCC 45.7</b>	Base Price of Construction Materials applicable for price adjustment shall be as per the Table of Adjustment Data submitted by Bidder together with the Letter of Bid which is approved by the Project manager and attached as Annex-1
<b>GCC 46.1</b>	The proportion of payments retained is: <b>5 (FIVE) PERCENT</b>
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are 0.05PERCENT of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 PERCENT of the finalContract Price.
<b>GCC 49.3</b>	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of [Insert percentage] <sup>1</sup> of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract period.
<b>E. Finishing the Contract</b>	
<b>GCC 61.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <b>25%</b>

<b>GCC 64</b>	<p>The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions :</p> <ol style="list-style-type: none"> <li>a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7;</li> <li>b. Certifying additional costs determined under General Conditions of Contract Clause 42;</li> <li>c. Determining start date under General Conditions of Contract Clause 1;</li> <li>d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 27;</li> <li>e. Issuing a Variation under General Conditions of Contract Clause 1 and 38, 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.</li> <li>f. Adjustment of rates under General Conditions of Contract Clause 37;</li> </ol>
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**Note:**

*(1) % of advance payment  $\times 100/(80-30)$*

SECTION - IX  
**Contract Forms**

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

# Letter of Intent

[On letterhead paper of the Employer]

Date: .....

To: ..... *name and address of the Contractor* .....

Subject: ..... *Issuance of letter of intent to award the contract* .....

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

Authorized Signature: .....

Name: .....

Title: .....

CC:

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

**Letter of Acceptance**  
**[ letterhead paper of the Employer]**

Date: .....

To:..... *name and address of the Contractor* .....

Subject:..... *Notification of Award*

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

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security as specified in the SCC consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

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

Authorized Signature: .....

Name and Title of Signatory: .....

## Contract Agreement

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

WHEREAS the Employer desires that the Works known as ..... ***name of the Contract*** .....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs .....***[insert amount of contract price in words and figures including taxes]*** (hereinafter “the Contract Price”).

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the Addenda Nos ..... ***insert addenda numbers if any*** .....
  - (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) Bills of Quantities (BOQ);
  - (g) the Specification;
  - (h) the Drawings;
  - (i) the Activity Schedules; and
  - (j) Table of Price Adjustment Data
  - (k) .....***[Specify if there are any other document ]***
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by .....  
for and on behalf the Contractor in the presence  
of

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

Witness, Name Signature, Address, Date

Witness, Name, Signature, Address, Date

**Performance Security**  
**( On letterhead paper of the 'A' class commercial Bank)**

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

Beneficiary: **Nepal Administrative Staff College, Jawalakhel, Lalitpur**

Date: .....

Performance Guarantee No.: .....

We have been informed that ... .. *[insert name of the Contractor]* (hereinafter called "the Contractor") has been notified by you to sign the Contract No. ... .. *[insert reference number of the Contract]* for the execution of ... .. *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ..... *[insert name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *[insert name of the currency and amount in figures\*]* (..... insert amount in words) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... Day of ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....

*Seal of Bank and Signature(s)*



## **Advance Payment Security**

**(No advance Payment Complete work & complete payment)**