

# Section II

## Instruction to Bidders



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## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A. General

##### 1. Scope of Bid

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

The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Bidding Data and Special Conditions of Contract (SCC).

##### 2. Source of Funds

- 2.1 The Source of fund is Government of Nepal (GoN).

##### 3. Eligible Bidders

- 3.1 This invitation for Bids is open to all registered Bidders with qualifications as described in the Bidding Data.
- 3.2 All Bidders shall provide in Section III, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents to be used for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to Bid.
- 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

##### 4. Qualification of the Bidder

- 4.1 All Bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as required in the Qualification Information.
- 4.2 In the event that prequalification of potential Bidders has been undertaken, only Bids from prequalified Bidders will be considered for award of Contract. These qualified Bidders should submit with their Bids, unless otherwise stated in the Bidding Data any

information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally-submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section III.

- 4.3 If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids in Section III, unless otherwise stated in the Bidding Data:
- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the Bidder;
  - b. Total monetary value of construction work performed for each of the last ten years;
  - c. Experience in works of a similar nature and size for each of the last ten years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts (to comply with this requirement, works cited shall be at least 80% complete);
  - d. Major items of construction equipment proposed to carry out the Contract;
  - e. Qualifications and experience of key site management and technical personnel proposed for the Contract;
  - f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past ten years;
  - g. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
  - h. Authority to seek references from the Bidder's bankers;
  - i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - j. Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 4.4 Bids submitted by a joint venture of two or more firms as partners, limitation of number of partners as specified in Bidding Data, shall comply with the following requirements, unless otherwise stated in the Bidding Data:
- a. The bid shall include all the information listed in Sub-Clause 3 above for each joint venture partner;
  - b. The bid shall be signed so as to be legally binding on all partners;

- c. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- d. One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; and
- e. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

4.5 Failure to fulfill any of the requirements specified in Qualification Requirements given below shall result in disqualification of the Bid.

**1. Power of Attorney**

The Bid shall include a notarized power of attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder.

**2. Legal Status**

**i. For the Bidder which is not a Joint Venture(JV):**

The Bidder shall be a contractor legally registered for at least five (5) years. A notarized copy of legal registration certificate shall be submitted along with the Bid.

**ii. For the JV Bidder:**

- Original of joint venture agreement legally binding on all JV partners shall be included in the Bid. The joint venture agreement shall bear the seal of the entities and signatures of personnel authorized by the respective entities forming the joint venture. All such authorization documents shall also be included in the Bid. These authorizations documents shall be on the original letterhead to the respective entities with stamp/seal of the entity.
- The number of joint venture partners shall not exceed three (3).
- The lead partner of the JV shall be a contractor legally registered for at least five (5) years.
- The other partners of JV shall be contractors legally registered for at least three (3) years.
- Notarized copies of legal registration certificates for each JV partners shall be submitted along with the Bid.

**3. Project Experience**

**i. For the Bidder which is not a Joint Venture (JV):**

- The Bid shall include certificates from the end users validating that the Bidder has successfully completed design (if the Bid involve design), construction, and commissioning of at least one contract of similar size and nature, or number of contracts of similar nature whose aggregate size is not less than the size of this bid. The end user certificates shall clearly state that

the contracts have been completed within last five years from the last date of bid submission.

- The end user's certificates included in the Bid shall be on the end user's original letter head with valid address for correspondence and signed by or on behalf of the end user.

ii. **For the JV Bidder:**

- The lead partner shall have completed at least one project of size not less than 60% of the size of this Bid.
- Each of the other partners of the JV shall have accomplished at least one project of size not less than 20% of the size of this Bid.
- The Bid shall include certificates from the end users for the lead partner and each of the other partners validating that they have successfully completed design (if the Bid involve design), supply, construction, installation and commissioning of projects of the size stated in above two clause. The end user certificates shall clearly state that the contracts have been completed within last five (5) years from the last date of bid submission.
- The JV partners together shall have successfully completed design (if the Bid involve design), supply, construction, installation and commissioning of projects whose aggregate size is not less than that of this Bid.

4. **Financial Capacity of the Bidder**

i. **Financial Statements**

The Bidder including joint venture partners, if any, shall submit audited financial statements (Balance Sheet and Profit & Loss Account) for the last three (3) fiscal years. Balance sheet and Profit & Loss Account sheet shall be signed and sealed by the registered auditor(s).

ii. **Line of Credit**

In the event that the working capital of the Bidder (including each of the JV partner) is to be supplemented with the line of credit from a Bank, the Bidder shall submit original letter of the Bank pledging unequivocally that the Bank will provide required financial support in case the Bidder is awarded the contract. The amount of line of credit shall be clearly mentioned in the Bank letter. The bid title and the bid number shall also be mentioned in the Bank letter.

iii. **Average Annual Turnover**

➤ **For the Bidder which is not a Joint Venture (JV)**

The Bidder shall have Average Annual Turnover (defined as the total payments received by the Bidder averaged over last three years period) of at least equivalent to amount stated in Bidding Data.

➤ **For the JV Bidder**

The Average Annual Turnover of the lead partner shall not be less than value 60% . Average Annual Turnover of each of other partners shall not be less than value 20% Aggregate Annual Turnover (with line of credit facilities) of all the JV partners shall not be less than the value specified in sub-clause just above.



iv. **Availability of Financial Resources (Working Capital)**

➤ **For the Bidder which is not a Joint Venture (JV)**

The Bidder shall have Working Capital (defined as total current assets less total current liabilities) in last FY of at least value specified in Bidding Data .

If the Bidder's Working Capital is inadequate, the Bidder shall supplement Working Capital with Banker's letter confirming the availability of a line of credit such that aggregate of the Bidder's Working Capital for the last fiscal year and the line of credit shall not be less than the required amount stated in this sub-clause.

➤ **For the JV Bidder**

Working Capital of the lead partner shall not be less than value 60% and Working Capital of each of other partners shall not be less than value 20%. Aggregate Working Capital (with line of credit facilities) of all the JV partners shall not be less than the value specified in sub-clause just above.

- 4.6 Domestic Bidders and joint ventures of domestic and foreign Bidders applying for eligibility for a domestic margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in Clause 30 of these Instructions to Bidders.

**5 One Bid per Bidder**

- 5.1 Each Bidder shall submit only one bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

**6 Cost of Bidding**

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

**7. Site Visit**

- 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

**B Bidding Documents**

## 8. Contents of Bidding Documents

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

|              |  |
|--------------|--|
| Section I:   | Invitation for Bids  |
| Section II:  | Instructions to Bidders  |
| Section III: | Sample Forms of Bid, Qualification Information, Letter of Acceptance and Agreement |
| Section IV:  | General Conditions of Contract (GCC)   |
| Section V :  | Contract Data  |
| Section VI:  | Forms of Securities  |
| Section VII: | Construction Standard and Drawings   |

The Bidder is expected to examine all instructions, forms, terms, specifications and other information required by the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## 9. Clarification of Bidding Documents

- 9.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Employer in writing or by fax at the Employer's address indicated in the Invitation for Bids or Bidding Data. The Employer will respond to any request for clarification received earlier than the number of days prior to the deadline for submission of Bids as specified in the Bidding Data. Written copies of the Employer's response will be forwarded to all purchasers of the Bidding documents, including a description of the inquiry, but without identifying its source.

## 10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of Bids, the Employer may modify the Bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the Bidding documents and shall be communicated in writing or by fax to all purchasers of the Bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by fax to the Employer.
- 10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-Clause 20.2 below.

## C. Preparation of Bids

## 11. Language of Bid

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

## 12. Documents Comprising the Bid

12.1 The bid submitted by the Bidder shall comprise the following:

- i. The bid (in the format indicated in Section III including SCC);
- ii. Bid Security;
- iii. Priced Bill of Quantities;
- iv. Qualification Information Form and Documents;
- v. Information on eligibility;
- vi. Any other materials required to be completed and submitted by Bidders, as specified in the Bidding Data.

## 13. Bid Prices Clause

- 13.1 The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bidding and Contract Data and the provisions of 47 of the Conditions of Contract. The Bidder shall submit with the bid all the information required under the Contract Data and Clause 47 of the Conditions of Contract.
- 13.5 Local Agent: Statement and disclosure of Local Agent. A foreign Bidder wishing to have or already having a local agent should state the following:
- a. Name and address of the agent/representative.
  - b. The agent/representative providing type of services.

- c. Amount of commission the agent/representative is entitled to receive, currency of payment and procedure of payment.
- d. Other agreement with agent/representative, if any.
- e. The Bidder should certify as follows:

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

If the agent has not been appointed:

Source of information about tender invitation,

The remuneration given to the individual or firm/company or organization to work on his behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,

Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,

If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then specify the certificate of currency exchanged issued by the bank.

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

#### **14. Currencies of Bid and Payment**

14.1. The unit rates and prices shall be quoted by the Bidder entirely in Nepalese Rupees. Foreign currency requirements of the Bidder, if any, for import of equipment and materials not produced or not available in Nepal shall be indicated as a percentage of the Bid Price (excluding provisional sums) and shall be paid by the Employer in the foreign currencies so specified by the Bidder as an Advance Payment as per Clause 51 of the Conditions of Contract. Foreign currency shall be payable at the option of the Bidder in up to three foreign currencies of any country acceptable to the Employer.

14.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in para. 14.1 above shall be the selling exchange rates used for similar transactions as published by Nepal Rastra Bank prevailing on the date 28 days prior to the latest deadline for submission of Bids. These exchange rates shall apply for all payments including Advance Payment to be made by the Employer pursuant to Clause 51 of the Conditions of Contract so that no exchange risk will be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of Clause 28.1 shall apply. In any case, payments will be computed using the rates quoted in the bid.



- 14.3 Bidders shall indicate details of their expected foreign currency requirements in the bid.
- 14.4 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data are reasonable and responsive to Sub-Clause 14.1.

## 15. Bid Validity

- 15.1 Bids shall remain valid for the period specified in the Bidding Data.
- 15.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by fax. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Sub-Clause 16 in all respects.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the amounts payable in local and foreign currency to the Bidder selected for award shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the Bidding Data or in the request for extension, for the period of delay beyond 56 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid Prices without taking the above correction into consideration.

## 16. Bid Security

- 16.1 The Bidder shall furnish, as part of the bid, a Bid Security in Nepalese Rupees in the amount specified in the Invitation for Bids.
- 16.2 The Bid Security shall, at the Bidder's option, be in the form of earnest money, bank draft or a bank guarantee from a reputable bank in Nepal acceptable to the Employer. The format of the bank guarantee shall be in accordance with the form of Bid Security included in Section VI; other formats may be permitted, subject to the prior approval of the Employer. The Bid Security shall remain valid for a period of 30 days beyond the original validity period for the bid and any period of extension subsequently requested under Sub-Clause 15.2.
- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "Bidder" all joint venture

partners and list them in the following manner: a joint venture consisting of “ \_\_\_\_\_,” “ \_\_\_\_\_,” and “ \_\_\_\_\_”.

- 16.4 The Bid Security of unsuccessful Bidders will be returned within 30 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited
- a. If the Bidder withdraws the bid after bid opening during the period of bid validity; *or*
  - b. If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; *or*
  - c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) Sign the Agreement; *or*
    - (ii) Furnish the required Performance Security.

## 17. Alternative Proposals by Bidders

- 17.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern.
- 17.2 If so allowed in the Bidding Data, Bidders wishing to offer technical alternatives to the requirements of the Bidding documents must also submit a bid that complies with the requirements of the Bidding documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

## 18. Format and Signing of Bid

- 18.1 The Bidder shall prepare one original of the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the form of bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit one copy of the bid clearly marked as “COPY.” In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and a copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data 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 where



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entries or amendments have been made shall be initialed by the person or persons signing the bid.

- 18.3 The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.4 The Bidder shall furnish information as described in the form of bid on commissions or gratuities, if any, paid or to be paid to agents relating to this bid, and to contract execution if the Bidder is awarded the Contract.

#### **D. Submission of Bids**

#### **19. Submission, Sealing and Marking of Bids**

- 19.1 The Bidder shall seal the original and a copy of the bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”.
- 19.2 The inner and outer envelopes shall:
- a. be addressed to the Employer at the address provided in the Bidding Data;
  - b. bear the name and identification number of the Contract as defined in the Bidding Data and SCC; and
  - c. provide a warning not to open before the specified time and date for bid opening as defined in the Bidding Data..
- 19.3 In addition to the identification required in Sub-Clause 19.2, the outer envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21.
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

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

- 20.1 Bids shall be delivered to the Employer at the address specified in the Bidding Data no later than the time and date specified in the Bidding Data.
- 20.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Bids**

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

## **22. Withdrawal and Modification of Bids**

- 22.1 Bidders may withdraw or modify their Bids after it has been submitted by giving a written notice, duly signed by an authorized representative and shall include a copy of the authorization in accordance with Clause 18.2 before the deadline prescribed in Clause 20. The corresponding modification of the bid must accompany the respective written notice.
- 22.2 Each Bidder's withdrawal or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "WITHDRAWAL" or "MODIFICATION" as appropriate.
- 22.3 No bid may be modified after the deadline for submission of Bids.
- 22.4 Withdrawal of a bid between the deadline for submission of Bids and the expiration of the period of bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting bid modifications in accordance with this clause, or included in the original bid submission. Intended discount offer should always be expressed in percentage to be applied to each unit rate.
- 22.6 Modification in joint ventures: If there is any change in the configuration of a joint venture of the Bidders prior to the deadline of the submission of Bids, the Bidder shall produce the following documents duly signed by the respective parties:
- a. a memorandum or any other legal documents clearly indicating the new status of the joint venture.
  - b. in case of an outgoing or incoming joint venture partner, a written statement of consent from such partner.

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

## **E. Bid Opening and Evaluation**

### **23. Bid Opening**

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

- 23.2 First envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next envelopes marked “Modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at the bid opening shall be considered further.
- 23.3 The Bidders’ names, the Bid Prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), any discounts, bid withdrawal and modification, the presence or absence of Bid Security, difference of rate in words and figures, quoted price for alternate technical specification if proposed, whether the Bid Form has signature of the bidder or authorized representative, corrections/effacement or obliteration in bidding document, any remarks made by the bidder in the Bid Form, details of rates if requested and such other details as the Employer may consider appropriate will be announced by the Employer at the bid opening.
- 23.4 The Employer will prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

#### **24. Process to Be Confidential**

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

#### **25. Clarification of Bids and Contacting the Employer**

- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2 Subject to Sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3 Any efforts by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result the rejection of the Bidder’s bid.

## 26. Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each bid
- (a) meets the eligibility criteria defined in Clause 3;
  - (b) has been properly signed;
  - (c) is accompanied by the required securities; and
  - (d) is substantially responsive to the requirements of the Bidding documents.
- 26.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one
- (a) which affects in any substantial way the scope, quality, or performance of the Works.
  - (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
  - (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 27. Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- 27.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid will be rejected and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

## 28. Currency for Bid Evaluation

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

## 29. Evaluation and Comparison of Bids

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

29.2 In evaluating the Bids, the Employer will determine for each bid the evaluated Bid Price by adjusting the Bid Price as follows:

- i. making any correction for errors pursuant to Clause 27;
- ii. excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork, where priced competitively;
- iii. making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted in accordance with Clause 17; and
- iv. excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Daywork, where priced competitively;
- v. making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted in accordance with Clause 17; and
- vi. making appropriate adjustments in unit rates to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

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

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

## 30. Preference for Domestic Bidders

30.1 Preference for the Domestic Bidder shall according to the Bidding Data.

**F. Award of Contract**

**31. Award Criteria and Intention to Award**

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

**32. Employer's Right to accept any Bid and to reject any or all Bids**

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

**33. Notification of Award and Signing of Agreement**

33.1 The Bidder whose bid has been accepted in accordance with Sub-Clause 31.4 will be notified of the award by the Employer prior to expiration of the bid validity period by facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

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

33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder with the notification of award along with the Letter of Acceptance. Within 15 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Employer.

33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**34. Performance Security**

34.1 Within 7 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount stipulated in the SCC and in the form stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

- 34.2 If the Performance Security is provided by the successful Bidder in the form of a bank guarantee, it shall be issued, at the Bidder's option, either (a) by a bank located in Nepal acceptable to the Employer or (b) a foreign bank through a correspondent bank located in Nepal.
- 34.3 The Employer may use his own Performance Security form provided it conforms to prevailing laws and regulations.
- 34.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 and Sub-Clause 29.4 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **35. Advance Payment and Security**

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

### **36. Adjudicator/ Dispute Resolution Board**

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

### **37. Corrupt or Fraudulent Practices**

- 37.1 The GoN requires that the Employer as well as Bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the GoN:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
    - i. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition;

- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; and
- c. will declare a firm ineligible for a stated period of time, to be awarded a GoN funded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoN -funded contract.



*[Handwritten signature]*

## G. Bidding Data

### Instructions to Bidders Clause Reference

|            |  |
|------------|--|
| 1.1        | Employer: <b>Kavre Distribution Centre, Banepa, Kavre</b>  |
| 2.1        | The Agency: Not Applicable   |
| 2.1        | The Project is <b>Installation/Erection, Commissioning &amp; Testing and Handover of 11/0.4/0.23kv Distribution Line &amp; Transformers at Various VDCs of Kavre District Including Transportation from NEA Store to site (Tender No. NEA/KDC/2073/074-02)</b>   |
| 3.1        | Bidder's Eligibility Requirements are:<br>a) Up to date Firm/Company Registration Certificate<br>b) Business Registration License<br>c) VAT and PAN Registration Certificates<br>d) Tax Clearance Certificate or Submissions of Tax Returns up to <b>FY 2072/73</b><br>e) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence.<br>f) Joint Venture Authorization/ Agreement (if any)<br>g) Notarized Power of Attorney<br>h) Maximum no. of JV partner is 3 |
| 4.3        | Information and documents required from bidders are modified as follows:   |
| 4.3 c      | The experience in works of a similar nature and size: The Bid certificates from the end users validating that the Bidder has successfully completed construction, installing and commissioning of at least one contract of similar size and nature or number of contracts of similar nature whose aggregate size is not less than the size of this bid.  |
| 4.3 f      | Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past <b>three years</b> .  |
| 4.3 i      | Information regarding any litigation, current or during the last years, in which Bidder is involved, the parties concerned, and disputed amount.   |
| 4.5        | The qualification criteria in sub-clause 4.5 are modified as follows:  |
| 4.5 .1. ii | General Work Experience for lead partner and JV partners: The lead partner should have completed at least one project of size which is at least 60% of the Bidder's experience stated above .<br>Each of the other partners of the JV should have accomplished at least one project of size at least 20% of the Bidder's experience stated above.  |
| 4.5.4. iii | Average Annual Turnover: <b>Not less than Bid Amount</b>   |
| 4.5 .4. iv | Working Capital: Not less than Rs. 10,00,000.00  |
| 9.1        | The Employer's address is: <b>Kavre Distribution Centre, Banepa<br/>Tel/Fax:+977-011 661453 ,+977-011 664797</b>   |
| 11.1       | All documents relating to the bid shall be in <b>English/Nepali</b> .  |



*(Signature)*

|      |  |
|------|--|
| 13.4 | The Contract is not subject to price adjustment in accordance with Clause 47 of the Conditions of Contract.  |
| 13.5 | Local Agent: Not Applicable.   |
| 14.1 | Foreign currency payment: Not Applicable. Currency of Bid and Payment is Nepali Rupees (NRs).  |
| 14.2 | Not Applicable.  |
| 14.3 | Not Applicable.  |
| 14.4 | Not Applicable.  |
| 15.1 | The period of bid validity shall be <b>90 days</b> after the deadline for bid submission.  |
| 15.3 | Not Applicable.  |
| 16.1 | The amount of <b>Bid Security</b> shall not be less than <b>NRs 60,000.00</b>  |
| 16.2 | Bid Security shall remain valid for one month beyond the validity of the Bid and any period of extension subsequently requested under sub clause 15.2.   |
| 17.0 | Alternative proposals not permitted.   |
| 18.1 | The number of copies of the bid to be completed and returned shall be one original plus one copy.  |
| 19.2 | The Employer's address for the purpose of bid submission is:<br>Attention: Kavre Distribution Centre<br>Street Address: Banepa , Kavre<br>City: Banepa Country: Nepal<br>The deadline for bid submission is:<br>Date: 2074-04-29 (13 <sup>th</sup> Aug, 2017) Time: <i>Upto 12:00 Noon (Local)</i> |
| 20.1 | The deadline for submission of Bids shall be as specified in the Invitation for Bids.  |
| 22.6 | Not applicable.  |
| 23.1 | Bids will be opened at the address:<br>Attention: Kavre Distribution Centre<br>Street Address: Banepa, kavre<br>City: Banepa Country: Nepal<br>The bid opening date and time is:<br>Date: 2074-04-29 (13 <sup>th</sup> Aug, 2017) Time: <i>At 2:00 Noon (Local)</i>                                |
| 28   | Currency of bid evaluation is in Nepalese Rupees.  |
| 30.0 | Preference for Domestic Bidders: Not Applicable.   |
| 34.0 | The Standard Form of Performance Security acceptable to the Employer shall be a bank guarantee in the form specified in Section IX.  |
| 35.0 | The Advance Payment shall be limited to <b>10 (ten) percent</b> of the Contract Price in pursuant to Clause 51 of the Conditions of Contract.  |
| 36.1 | The Adjudicator: Will be agreed jointly after signing of the contract.   |



*[Handwritten signature]*

### Special Instruction to Bidders for e-Bidding

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

- i. Interested eligible bidders shall, either purchase the hard copy of the bidding document directly from the Employer's office as specified in the Invitation for Bid (IFB) or may download the necessary parts of the bidding documents from e-procurement section in NEA's web site <http://www.nea.org.np>. In case, the bidders choose to download the bidding documents, prepare the bids on downloaded documents, and submit their bids electronically. The Bidders shall be required to deposit the non refundable fee for the bidding document (as specified in the bid notice) in the bank account specified in the IFB and electronic scanned copy (\*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.
- ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company.
  - a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information

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

| S.No. | Document                               | PDF File name     | Requirement                  | Remarks                 |
|-------|--|-------------------|------------------------------|-------------------------|
| 1     | Form of Bid                            | Bid form -1       | Mandatory                    |                         |
| 2     | Bid Security (Bank Guarantee)          | Bid security-2    | Mandatory                    |                         |
| 3     | Company registration,                  | Company reg-3     | Mandatory                    | All firms in case of JV |
| 4     | VAT/PAN registration,                  | VAT reg-4         | Mandatory for National firms | All firms in case of JV |
| 5     | Tax clearances certificate,            | Tax-5             | Mandatory for National firms | All firms in case of JV |
| 6     | Power of Attorney of Bid signatory     | Power of att-6    | Mandatory                    |                         |
| 7     | Joint venture agreement                | JV doc-7          | Mandatory                    |                         |
| 8     | Qualification Information              | Qualifications-8  | Mandatory                    |                         |
| 9     | BOQ with rate, amount and total amount | BOQ-9             | Mandatory                    |                         |
| 10    | Manufacturers Authorization            | Authorization -10 | Not Mandatory                |                         |
| 11    | Technical Data Sheet                   | TDS-11            | Not Mandatory                |                         |
| 12    | Certification Documents                | Certifications-12 | Not Mandatory                |                         |
| 13    | Declaration Form                       | Declaration-13    | Mandatory                    |                         |

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

- iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section NEA's web site <http://www.nea.org.np>.
- iv. After preparing all the required bidding documents in PDF, scan the files as specified in (ii).
- v. The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of NEA's website <http://www.nea.org.np> within the specified date and time.
- vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.
- vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of IT Department of NEA.
- viii. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of NEA's web site.
- ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.
- xi. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.
- xii. When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
- xiii. In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.
- xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website <http://www.nea.org.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.



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

- i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above, and additional submission of hard copy of “original plus one copy of bid” is not mandatory.
- ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified.
- iii. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications for verification purpose upon notification to do so from the Employer within 3 days.
- iv. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- v. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- vi. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- vii. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited
  - a. if the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.
  - b. if major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

**C) Bid Opening process for e-submitted bid**

- i. Electronically submitted bid shall be opened first at the Bid opening time.
- ii. The e-procurement system allows the Employer to download and open the e-submitted bid files from the bidders only after the time for opening the bids.
- iii. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered

incomplete and rejected for further bid evaluation.

- iv. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
- v. In case of "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

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

- i. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.
- ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

**E) Qualification Information**

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

**F) Bid Security Format**

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

**Note: If any discrepancy in ITB, or any confusion or anything regarding ITB, please consult to the office. The decision taken thereafter by the Station Manager or the person authorized by him will be the final.**

## Section III

# Sample Forms of Bid, Qualification Information, Letter of Acceptance and Agreement

## Section III Sample Forms of Bid, Qualification Information, Letter of Acceptance And Agreement

### Bid

Date:

To: The Distribution Centre Chief,  
Kavre Distribution centre, Banepa,  
Kavre, Nepal

We offer to execute the Construction of [Name of the Works], Contract No..... in accordance with the Conditions of Contract accompanying this bid for the Contract at the Price of NRs ..... (in figure) and ..... (in works)

The Contract shall be paid in the following currencies:

| Currency           | Percentage payable in currency | Rate of exchange: one foreign equals one NRs | Inputs for which foreign currency is required |
|--------------------|--------------------------------|--|---|
| 1. Nepalese Rupees | 100                            | Not Applicable                               | Not Applicable                                |

The Advance Payment required is:

| Amount | Currency |
|--------|----------|
| 1.     | NRs      |

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Qualification Information

### 1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of bid: *[attach]*

1.2 Total annual volume of construction work performed in Five years, in Nepalese Rupees.

| Year     | Amount of work done in NRs. |
|----------|-----------------------------|
| 2072/073 |                             |
| 2071/072 |                             |
| 2070/071 |                             |
| 2069/070 |                             |
| 2068/069 |                             |

*Note: Please attach certified/attested copies.*

1.3 Work performed as prime Contractor on works of a similar nature and volume over the last five years.  
Also list details of work under way or committed, including expected completion date.

| Project name | Name of client & contact person | Work performed & year of completion | Agreement date | Expected Completion date | Total Value of Contract | Value of remaining work |
|--------------|---------------------------------|-------------------------------------|----------------|--------------------------|-------------------------|-------------------------|
| 1.           |                                 |                                     |                |                          |                         |                         |
| 2.           |                                 |                                     |                |                          |                         |                         |
| 3.           |                                 |                                     |                |                          |                         |                         |
| 4.           |                                 |                                     |                |                          |                         |                         |
| 5.           |                                 |                                     |                |                          |                         |                         |
| 6.           |                                 |                                     |                |                          |                         |                         |

*Note: Please insert additional pages, if required. Also attach the supporting documents.*

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

| Sections of the Works | Value of subcontract | Subcontractor<br>(Name and address) | Experience in similar work |
|-----------------------|----------------------|-------------------------------------|----------------------------|
| 1.                    |                      |                                     |                            |
| 2.                    |                      |                                     |                            |
| 3.                    |                      |                                     |                            |
| 4.                    |                      |                                     |                            |

**Note: Please attach the supporting documents.**

1.5 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List them below and attach copies of supporting documents.

| Financial information in NRs. | Actual: Previous five years |   |   |   |   |
|-------------------------------|-----------------------------|---|---|---|---|
|                               | 5                           | 4 | 3 | 2 | 1 |
| 1. Total assets               |                             |   |   |   |   |
| 2. Current assets             |                             |   |   |   |   |
| 3. Total liabilities          |                             |   |   |   |   |
| 4. Current liabilities        |                             |   |   |   |   |
| 5. Profit before taxes        |                             |   |   |   |   |
| 6. Profit after taxes         |                             |   |   |   |   |

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

| Source of financing | Amount in NRs. |
|---------------------|----------------|
| 1.                  |                |
| 2.                  |                |
| 3.                  |                |
| 4.                  |                |
| 5.                  |                |
| 6.                  |                |

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

| Name | Address | Telephone/fax number | E-mail address |
|------|---------|----------------------|----------------|
| 1.   |         |                      |                |
| 2.   |         |                      |                |
| 3.   |         |                      |                |
| 4.   |         |                      |                |
| 5.   |         |                      |                |
| 6.   |         |                      |                |

**Note: Please insert additional pages, if required and also attach supporting documents.**

1.7 Information on current litigation in which the Bidder is involved.

| Other party (ies) | Cause of dispute | Amount involved |
|-------------------|------------------|-----------------|
| 1.                |                  |                 |
| 2.                |                  |                 |
| 3.                |                  |                 |
| 4.                |                  |                 |
| 5.                |                  |                 |
| 6.                |                  |                 |

*Note: Please insert additional pages, if required and also attach supporting documents.*

1.8 Proposed Program (work method and schedule). Descriptions, drawings, and charts as necessary to comply with the requirements of the Bidding documents should be provided.

**2. Joint Ventures**

- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the bid authorising signature of the bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
  - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire contract, including payment, shall be done exclusively with the partner in charge.



## Letter of Acceptance

Date:

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

This is to notify you that your bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Contract Price of the equivalent, of *[amount in numbers and words in Nepalese Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Agreement

## Agreement

This Agreement, made the [day] day of [month], [year] between [name and address of Employer] (hereinafter called “the Employer”) and [name and address of Contractor] (hereinafter called “the Contractor”).

Whereas the Employer is desirous that the Contractor execute **[Name of the works]** (hereinafter called “the Works”) and the Employer has accepted the bid for \_\_\_\_\_ [insert the amount in Nepalese Rupees in numbers and words] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witness the as follows:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed, and Delivered by the said \_\_\_\_\_

in the presence of: \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

