



# **Standard Bidding Document**

## **Procurement of Goods National Competitive Bidding (NCB)**

### **Single-Stage: Two Envelope Bidding Procedure (Procurement Requiring Bidder's Qualification)**

**Issued by:**

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**Government of Nepal  
Office of the Prime Minister and Council of Ministers  
Public Procurement Monitoring Office (PPMO)  
Tahachal, Kathmandu**

**December, 2022**



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# **BIDDING DOCUMENT**

**for**

## **Supply, Deliver and Installation of Remote- Controlled Automatic Bank Operated Cable Way System National Competitive Bidding (NCB)**

**Government of Nepal  
Department of Hydrology and Meteorology  
Babarmahal, Kathmandu**

Issued on: 2079/09/06

Issued to:

Invitation for Bids No.: DHM/HD/G/NCB/05-2079/80

NCB No.: DHM/HD/G/NCB/05 -2079/80

Contract Identification No.: DHM/HD/G/NCB/05 -2079/80

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## Abbreviations

BDS.....	Bid Data Sheet
BD .....	Bidding Document
DCS.....	Delivery and Completion Schedule
DP .....	Development Partner
EQC .....	Evaluation and Qualification Criteria
GCC .....	General Conditions of Contract
GoN <sup>1</sup> .....	Government of Nepal
ICC.....	International Chamber of Commerce
IFB .....	Invitation for Bids
ITB .....	Instructions to Bidders
LGRS .....	List of Goods and Related Services
NCB .....	National Competitive Bidding
PAN .....	Permanent Account Number
PPMO .....	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SR .....	Schedule of Requirements
TS.....	Technical Specifications
VAT .....	Value Added Tax

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<sup>1</sup> “GoN” word indicates all public entities according to Public Procurement Act, 2063

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## Invitation for Bids

*[Government of Nepal (GoN)/or other public entity if applicable]*

*[Name of Purchaser]*

Date of publication: 2079/09/06 (2022/12/21)

Invitation for Bids No: **DHM/HD/G/NCB/05 -2079/80**

- <sup>2</sup> The **Department of Hydrology and Meteorology** invites *electronic* bids from eligible bidders for the procurement of "**Supply, Deliver and Installation of Remote-Controlled Automatic Bank Operated Cable Way System**" under National competitive bidding – Single Stage Two Envelope procedures.
- Under the Single Stage, Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 23 of the Bidding Document.
- Eligible Bidders may obtain further information and inspect the bidding documents at the office of Department of Hydrology and Meteorology, Babrmahal, Kathmandu, P.B.no-406, [01-4215131, dhmprocurement@gmail.com](mailto:01-4215131_dhmprocurement@gmail.com) or may visit PPMO eGP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp).
- Interested Bidders should download the bidding documents from PPMO's e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp). Bidders should deposit the cost of bidding document **NRs 5000** in the following Rajaswa (revenue) account as specified below.

### Information to deposit the cost of bidding document in Bank:

Name of the Bank: **Rastriya Banijya Bank Ltd.**

Name of Office: **Department of Hydrology and Meteorology Office**

Office Code no.: **308023501**

Office Account no.: **1000100200010000**

Rajaswa (revenue) Shirshak no.: **14229**

- Pre-bid meeting shall be held at **Department of Hydrology and Meteorology, Babrmahal, Kathmandu at 13:00 pm, 2079/09/25.**
- Electronic bids must be submitted online through PPMO's e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) on or before **12:00 pm on 2079/10/06.**
- The bids will be opened in the presence of Bidders' representatives who choose to attend at **12:10pm on 2079/10/06** at the Department of Hydrology and Meteorology, Babrmahal, Kathmandu. Bids must be valid for a period of **90 days** from the date of bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of NRs **600,000/-, which** shall be valid for 30 days beyond the validity period of the bid.
- If the last date of submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.

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## Section I. Instructions to Bidders

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

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## Section I. Instructions to Bidders

### A. General

<b>1. Scope of Bid</b>	<p>1.1 In connection with the Invitation for Bids <i>indicated in the Bid Data Sheet (BDS)</i>, the Purchaser <i>as 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. The name, identification, and number of contracts (packages/lots) are <i>indicated in BDS</i>.</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>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>
<b>3. Fraud and Corruption</b>	<p>3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this::</p>

	<p>(a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:</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>(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP’s contractual rights of audit or access to information; and</li> <li>(vi) “integrity violation” is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.</li> </ul> <p>(b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;</p> <p>(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.</p> <p>(d) DP will impose remedial actions on a firm or an individual, at any</p>
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	<p>time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p> <p>(e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.</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> <p>(a) give or propose improper inducement directly or indirectly,</p> <p>(b) distortion or misrepresentation of facts,</p> <p>(c) engaging in corrupt or fraudulent practice or involving in such act,</p> <p>(d) interference in participation of other competing bidders,</p> <p>(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,</p> <p>(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 Purchaser the benefit of open competitive bid price,</p> <p>(g) Contacting the Purchaser with an intention to influence the Purchaser 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 GoN/DP-financed contract.</p>

	(d) if the Successful Bidder fails to sign the Contract.
	<p>3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, may be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP including credit information bureau of Nepal.</p> <p>3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.</p>
	3.6 Furthermore, Bidders shall be aware of the provisions of GCC 34.1(c).
<b>4. Eligible Bidders</b>	<p>4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any <i>specified in the BDS</i>.</p> <p>4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of partners in JV shall be as <b>specified in BDS</b>. In the case of a JV:</p> <ul style="list-style-type: none"> <li>(a) all parties to the JV shall be jointly and severally liable; and</li> <li>(b) a JV shall nominate a representative who shall have the authority to conduct all businesses 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> <p>4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) have controlling shareholders in common;</li> <li>(b) receive or have received any direct or indirect subsidy from any of them;</li> <li>(c) have the same legal representative for purposes of this Bid;</li> <li>(d) 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 Purchaser regarding this bidding process;</li> </ul>

	<p>(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, 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 goods and services that are the subject of the bid.</p> <p>(g) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.</p> <p>4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address <b>specified in the BDS</b>.</p> <p>4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>4.7 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 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, GoN 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>4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.</p> <p>4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland</p>

	<p>Revenue Office shall only be eligible. The foreign bidder submitting the documents <i>indicated in the BDS</i> at the time of bid submission and a declaration to submit the document(s) <i>indicated in the BDS</i> at the time of contract agreement shall only be eligible.</p> <p>4.10 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country <i>specified in the BDS</i>.</p> <p>5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied</p> <p>5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.</p>
<b>6. Site Visit</b>	<p>6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.</p> <p>6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>6.3 The costs of visiting the Site shall be at the Bidder’s own expense.</p>

## **B. Contents of Bidding Document**

<b>7. Sections of the Bidding Document</b>	<p>7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bid Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> </ul> <p><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section V. Schedule of Requirements</li> </ul> <p><b>PART 3 Conditions of Contract and Contract Forms</b></p>
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	<ul style="list-style-type: none"> <li>• Section VI. General Conditions of Contract (GCC)</li> <li>• Section VII. Special Conditions of Contract (SCC)</li> </ul> <p>Section VIII. Contract Forms</p> <p>7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids.</p> <p>7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p> <p>7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document</p>
<b>8. Clarification of Bidding Document/Pre-bid meeting</b>	<p>8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <i>indicated in the BDS</i> or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit <i>specified in the BDS</i> prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.</p> <p>8.2 The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date, and time as <i>specified in the BDS</i> to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.</p>
<b>9. Amendment of Bidding Document</b>	<p>9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p> <p>9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.</p>



	9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.
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### **C. Preparation of Bids**

<b>10. Cost of Bidding</b>	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>11. Language of Bid</b>	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <i>specified in the BDS</i> . 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 <i>specified in the BDS</i> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>12. Documents Comprising the Bid</b>	<p>12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope.</p> <p>12.2 The Technical Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Technical Bid;</li> <li>(b) Bid Security in accordance with ITB 21;</li> <li>(c) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;</li> <li>(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</li> <li>(f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;</li> <li>(g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and</li> <li>(h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding</li> </ul>

	<p>Document issued by PPMO, <i>required in the BDS</i>.</p> <p>12.3 The Price Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16;</li> <li>(b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and</li> <li>(c) any other document required in the BDS.</li> </ul> <p>12.4 The Bidder is solely responsible for the authenticity of the submitted documents.</p> <p>12.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.</p>
<b>13. Bid Submission Letter and Price Schedules</b>	<p>13.1 The Bidder shall submit the Technical Bid Submission Letter and the Price Bid Submission Letter using the form furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>13.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.</p>
<b>14. Alternative Bids</b>	<p>14.1 Unless otherwise <i>indicated in the BDS</i>, alternative bids shall not be considered.</p>
<b>15. Bid Prices and Discounts</b>	<p>15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract.</p> <p>15.3 Prices quoted in the Price Schedules shall be included the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules.</p>

	<p>If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB <b>38.3</b>. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.</p> <p>15.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise <i>specified in the BDS</i>. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB <b>31</b>. However, if in <i>accordance with the BDS</i>, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>15.5 The Bidder's separation of price components in accordance with ITB 15.2 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>15.6 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.</p> <p>15.7 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The discount and methodology for its application shall be quoted in Letter of Price Bid.</p> <p>15.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and opened at the same time.</p>
<b>16. Currencies of Bid</b>	16.1 All Prices shall be quoted in Nepalese Rupees.
<b>17. Documents Establishing</b>	<p>17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <p>(a) complete the eligibility declarations in the Bid Submission</p>

<p><b>the Eligibility of the Bidder</b></p>	<p>Letter, included in Section IV, Bidding Forms; and</p> <p>(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.</p> <p>(c) submit the copy of the documents as <i>specified in Section III, Evaluation and Qualification Criteria</i>.</p>
<p><b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b></p>	<p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.</p> <p>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.</p> <p>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.</p> <p>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.</p>
<p><b>19. Documents Establishing the Qualifications of the Bidder</b></p>	<p>19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified.</p>

	<p>19.2 If so <b><i>required in the BDS</i></b>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.</p> <p>19.3 If so <b><i>required in the BDS</i></b>, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:</p> <ul style="list-style-type: none"> <li>a. Name and address of the Agent/Representative,</li> <li>b. The Agent/Representative providing type of services,</li> <li>c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,</li> <li>d. Other agreement with Agent/Representative, if any,</li> <li>e. Bidder shall certify in the Letter of Authorization as follows:          "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",           If the agent has not been appointed:         <ul style="list-style-type: none"> <li>a. Source of information about tender invitation,</li> <li>b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,</li> <li>c. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,</li> <li>d. 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 the certificate of currency exchange.</li> </ul> </li> </ul> <p>19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is</p>
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	less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.
<b>20. Period of Validity of Bids</b>	<p>20.1 Bid shall remain valid for a period <i>specified in the BDS</i> after the bid submission deadline date prescribed by the purchaser. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 21, it shall also be extended for a corresponding 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 and to include any additional conditions against the provisions specified in Bid Documents.</p>
<b>21. Bid Security</b>	<p>21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as <i>specified in the BDS</i>. 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>21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> <li>(a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;</li> <li>(b) original copy of cash deposit voucher in the Purchaser 's Account as <i>specified in BDS</i>.</li> </ul> <p>In 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 purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the</p>

bid, or beyond any period of extension if requested under ITB 20.2.

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.

21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and substantially compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser 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.

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder's furnishing of the required performance security and signing of the Contract Agreement pursuant to ITB 43.1 and 44.1.

21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract Agreement.

21.6 The Bid Security may be forfeited:

- (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2
  - (i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission;
  - (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 Bid, in case of hard copy submission.
- (b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1;
- (c) a Bidder involves in fraud and corruption pursuant to clause 3.1;
- (d) the successful Bidder fails to:
  - (i) furnish a performance security in accordance with ITB 43.1;
  - (ii) sign the Contract in accordance with ITB 44.1; or
  - (iii) accept the correction of arithmetical errors pursuant to clause 36.

21.7 The Bid Security of a JV must be in the name of the JV that submits the

	<p>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 17.1 (b).</p>
<p><b>22. Format and Signing of Bid</b></p>	<p>22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 12 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. 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 online forms files as specified in ITB Clause 23.1(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>22.2 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 <i>specified in the BDS</i> 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 un amended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>22.3 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**

<p><b>23. Sealing and Marking of Bids</b></p>	<p>23.1 Unless otherwise <b>specified in BDS</b>, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting bids by mail, by hand or by Courier shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 14, in</p>
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	<p>separate sealed envelopes, duly marking the envelopes as <b>“ORIGINAL TECHNICAL BID”, “ORIGINAL – PRICE BID”, “ALTERNATIVE” and “COPY No.... – TECHNICAL BID” and “COPY NO.... PRICE BID”</b> as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.</p> <ul style="list-style-type: none"><li>i. The bidder is required to register in the e-GP system <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a> following the procedure specified in e-GP guideline.</li><li>ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.</li><li>iii. The registered bidders need to maintain their profile data required during preparation of bids.</li><li>iv. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.</li><li>v. The bidder can prepare their technical and price bids using data and documents maintained in bidder’s profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder’s registration.</li><li>vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.</li><li>vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.</li></ul> <p><b>The required forms and documents shall be part of technical bids.</b></p> <table><tr><th>No.</th><th>Document</th><th>Requirement</th><th>Remarks</th></tr><tr><td></td><td></td><td></td><td></td></tr></table>	No.	Document	Requirement	Remarks				
No.	Document	Requirement	Remarks						

	1.	Letter of Technical Bid	Mandatory	PDF
	2.	Bid Security/Bank Guarantee	Mandatory	PDF
	3.	Company registration Certificate	Mandatory	PDF
	4.	VAT registration Certificate	Mandatory (for domestic bidders only)	PDF
	5.	Business Registration Certificate	Mandatory	PDF
	6.	Tax Clearance Certificate/Tax return submission evidence/evidence of time extension for 2078/79	Mandatory (for domestic bidders only)	PDF
	7.	Power of Attorney of Bid signatory	Mandatory	PDF
	8.	Bank Voucher for cost of bid document	Mandatory	PDF
	9.	Joint venture agreement	Mandatory in case of JV Only	PDF
	10.	Qualification Documents	Mandatory	PDF
	11.	Technical Specification	Mandatory	PDF or Online Forms
	12.	Delivery and Completion Schedule	Mandatory	PDF or Online Forms
	13.	Additional documents] specified in ITB 12.2 (h)	Mandatory (If any)	PDF
<b>The required forms and documents shall be part of price bids.</b>				
	<b>No.</b>	<b>Document</b>	<b>Requirement</b>	<b>Remarks</b>
	1.	Letter of Price Bid	Mandatory	PDF

	2.	Completed Price Schedule	Mandatory	Online Forms
	3.	Additional Documents specified in ITB 12.3 (c)	Mandatory (If any)	PDF

*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.*

viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.

x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.

xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;

aa) The e-submitted bids must be readable through PDF reader.

bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

	<p>cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings, and conditions of contract.</p> <p>23.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Purchaser in accordance with ITB 24.1; and</li> <li>(c) bear the specific identification of this bidding process indicated in BDS 1.1.</li> </ul> <p>23.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.</p> <p>23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7</p> <p>23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
<b>24. Deadline for Submission of Bids</b>	<p>24.1 Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i>. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> <p>24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.</p>
<b>25. Late Bids</b>	<p>25.1 The Purchaser shall not consider any Bid - Technical or Price - that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>26. Withdrawal, or</b>	<p>26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Once a Bid is withdrawn,</p>

<p><b>Modification of Bids</b></p>	<p>bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p><b>GoN Funded:</b></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 accordance with ITB 22.2 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> <p>(a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and</p> <p>(b) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24.</p> <p><b>DP Funded:</b></p> <p>Bidders may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be</p> <p>(aa) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” and “MODIFICATION;” and</p> <p>(bb) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.</p> <p>ii) E-submitted bids.</p> <p>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 shall not able to submit another bid for the same bid.</p> <p>26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process.</p> <p>26.3 The following provisions apply for withdrawal or modification of the Bids:</p> <p><b>GoN Funded</b></p> <p>(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior</p>
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	<p>time of 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.</p> <p>(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 bid submission form or any extension thereof.</p> <p><b>DP Funded</b></p> <p>No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.</p> <p>26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.</p> <p>26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.</p> <p>26.6 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>
<b>27. Bid Opening</b>	<p>27.1 The Purchaser's bid opening committee shall conduct the opening of Technical Bids in public in the presence of bidder or its representative who choose to attend at the address, date and time <i>specified in the BDS</i>. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the entire Bid.</p> <p>27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid Opening Committee.</p> <p>27.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as <i>specified above</i>. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p>

	<p>27.4 Before opening the bids, the <b>opening committee</b> shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked “WITHDRAWAL” shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next, envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 27.1.</p> <p>27.5 All other envelopes holding the Technical Bid shall be opened one at a time, and the following read out and recorded: the name of the Bidder; whether there is a modification; the presence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.</p> <p>27.6 The opening committee shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; 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. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted. The Bidders’ representatives who are present shall also be requested to sign an attendance sheet.</p> <p>27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 7 days' notice for the opening of Price Bids.</p>
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	<p>27.8 The purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.</p> <p>27.9 The purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p> <p>27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder;</li> <li>(b) whether there is a modification;</li> <li>(c) the Bid Prices, including any discounts and alternative offers; and</li> <li>(d) any other details as the purchaser may consider appropriate.</li> </ul> <p>Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.</p> <p>27.11 The purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot/package if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
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## **E. Evaluation and Comparison of Bids**

<b>28. Confidentiality</b>	<p>28.1 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 publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 42.1.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
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	28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
<b>29. Clarification of Bids</b>	<p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Technical and Price Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 36. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid may be rejected.</p>
<b>30. Deviations, Reservations, and Omissions</b>	<p>30.1 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>
<b>31. Examination of Technical Bid</b>	<p>31.1 The purchaser shall examine the Technical Bid to confirm that all documents and technical information requested in ITB 12.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected.</p> <p>31.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.</p>
<b>32. Determination of Responsiveness</b>	<p>32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Technical Bid itself, as defined in ITB 12.2.</p>

<b>of Technical Bid</b>	<p>32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or</li> <li>(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or</li> </ul> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.</p> <p>32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>32.5 In case of e-submission bids, the purchaser 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 29.1, the bid shall not be considered for further evaluation.</p> <p>32.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p> <p>32.7 Except in case of e-submission, the Financial Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders.</p>
<b>33.Non-material Non-</b>	<p>33.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the</p>

<b>conformities</b>	<p>characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.</p> <p>33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities 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>33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation, and Qualification Criteria.</p> <p>33.4 If small differences 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 bid.</p> <p>33.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 33.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.</p>
<b>34. Qualification of the Bidder</b>	<p>34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet 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 19.1.</p> <p>34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p>
<b>35. Examination of Price Bids</b>	<p>35.1 The purchaser shall examine the Price Bid to confirm that all documents and financial information requested in ITB 12.3 have been submitted. If any of these documents or information (except alternative Price Bid which is optional) is missing, the bid shall be rejected.</p>

	<p>35.2 In case of e-submission bids, the purchaser shall confirm that all the documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.</p>
<p><b>36. Correction of Arithmetical Errors</b></p>	<p>36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>a) 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 Purchaser 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;</li> <li>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;</li> <li>c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and</li> <li>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.</li> </ul> <p>36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfeited.</p>
<p><b>37. Goods manufactured in Nepal to be procured</b></p>	<p>37.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be preferred in the evaluation of the Bids.</p> <p>37.2 For granting such preference pursuant to 37.1, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more than 30 percent.</p> <p>37.3 In case of granting preference, responsive bids shall be classified in one of the two groups; Group A (bids offering Goods manufactured in Nepal) and Group B (bids offering Goods manufactured outside Nepal). Lowest evaluated bids from each group shall be identified and compared. If as a result of the comparison, the lowest evaluated bid is a bid from group B, the lowest evaluated bid from group B shall be compared with the lowest evaluated bid from group A after adding to</p>

	<p>the evaluated price of goods offered in the bid from group B, for the purpose of this comparison only, an amount equal to fifteen (15%) percent of the bid price. The lowest evaluated bid determined from this last comparison shall be selected.</p> <p>37.4 In supply, delivery and installation contracts in which there are a number of items of Goods and Related Services, preference margin shall not be applied to the whole package but only to the eligible domestically produced Goods within the package. In the comparison of Bids, only the price in each Bid of the Goods offered from outside Nepal shall be increased by fifteen (15%) percent.</p>
<b>38.Evaluation and Comparison of Price Bids</b>	<p>38.1 The Purchaser shall evaluate and compare all substantially responsive Bids to determine the lowest evaluated bid.</p> <p>38.2 To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.</p> <p>38.3 To evaluate a Price Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) the bid price as quoted in accordance with ITB 15 <b>as specified in BDS</b>;</li> <li>(b) adjustment for correction of arithmetic errors in accordance with ITB 36.1;</li> <li>(c) adjustment due to discounts offered in accordance with ITB 15.7;</li> <li>(d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3 ; and</li> <li>(e) adjustment due to application of the evaluation criteria <b>specified in the BDS</b> from amongst those set out in Section III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.</li> <li>(f) adjustment due to the application of a margin of preference in accordance with ITB clause 37.</li> </ul> <p>38.4 Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid, shall not be taken into account in bid evaluation.</p> <p>38.5 If this Bidding Document allows Bidders to quote separate prices for</p>

	<p>different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>38.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<b>39.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<p>39.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>

### **F.Award of Contract**

<b>40.Award Criteria</b>	<p>40.1 The Purchaser shall select to 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.</p>
<b>41.Purchaser's Right to Vary Quantities at Time of Award</b>	<p>41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages <i>indicated in the BDS</i>, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.</p>
<b>42.Notification of Intention to Award</b>	<p>42.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 40.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>42.2 If no bidder submits an application pursuant to ITB 45.1 within a period of seven days of providing the notice under ITB 42.1, the Purchaser shall accept the bid selected in accordance with ITB 40.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.</p>

	<p><del>40.3</del> 42.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<b>43. Performance Security</b>	<p>43.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VIII (Contract Forms) or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than 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 exclusive of Value Added Tax.</p>
	<p>43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>
<b>44. Signing of Contract</b>	<p>44.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 43.</p> <p>44.2 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 <b><i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i></b>. 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/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of</p>

	<p>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>44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 42.1, requests in writing the grounds on which its bid was not selected.</p> <p>44.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 44.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p>
<b>45.Complaint and Review</b>	<p>45.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 42.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>45.2 An application filed after the deadline pursuant ITB 45.1 shall not be processed.</p> <p>45.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 45.1:</p> <ul style="list-style-type: none"> <li>(a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or</li> <li>(b) whether or not to reject an application.</li> </ul> <p>No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value <i>as stated in BDS</i>.</p> <p>45.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 45.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 45.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, 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 above the amount as stated in ITB 45.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.</p> <p>45.5 Late application filed after the deadline pursuant to ITB 45.4 shall not</p>



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	<p>be processed.</p> <p>45.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 45.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 45.3.</p> <p>45.7 Within three (3) days of receipt of the notification pursuant to ITB 45.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.</p> <p>45.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 45.4.</p> <p>45.9 The Bidder, filing application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law <i>as stated in BDS</i> with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 45.4. Application filed without furnishing the security deposit shall not be processed.</p> <p>45.10 If the claim made by the Bidder pursuant to ITB 45.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 45.9, within seven (7) days of such decision made.</p> <p>45.11 If the claim made by the Bidder pursuant to ITB 45.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 45.9 shall be forfeited.</p>
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## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is: DHM/HD/G/NCB/05 - 2079/80
<b>ITB 1.1</b>	Name of the Purchaser <i>Department of Hydrology and Meteorology, Babarmahal, Kathmandu Nepal</i>
<b>ITB 1.1</b>	Name and Identification number of the Contract/s (Packages/Lots): <b>Supply, Deliver and Installation of Remote-Controlled Automatic Bank Operated Cable Way System.</b>
<b>ITB 2.1</b>	Source of Fund: <i>GoN Funded</i> Name of contract/s: <b>Supply, Deliver and Installation of Remote-Controlled Automatic Bank Operated Cable Way System.</b>
<b>ITB 4.1</b>	Bidders from the following countries are not eligible: <i>Not Applicable</i>
<b>ITB 4.2</b>	For GoN Funded:  Maximum number of partners in a joint venture shall be: <b>3 (three)</b>  <b>For DP Funded: NA</b>
<b>ITB 4.4</b>	A list of debarred firms is available at <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a>
<b>ITB 4.9</b>	The foreign Bidder at the time of bid submission: <ul style="list-style-type: none"> <li>▪ shall submit <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ The name of agent in Nepal and agreement</li> <li>○ Suppliers from eligible source country</li> </ul> </li> </ul>
<b>ITB 5.1</b>	Goods and related services to be supplied from following countries are not eligible: <i>Not Applicable</i>
<b>B. Bidding Document</b>	
<b>ITB 8.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is:  <i>Attention: Ram Prasad Awasthi, Chief, Procurement Head Unit</i>

	<p>Name of the Purchaser: <i>Department of Hydrology and Meteorology, Nepal</i></p> <p>City/Town: Babarmahal, Kathmandu</p> <p>District: <i>Kathmandu</i></p> <p>Country: <i>Nepal</i></p> <p>Telephone: +9779869631868</p> <p>Electronic Mail Address: <a href="mailto:dhmprocurement@gmail.com">dhmprocurement@gmail.com</a></p> <p>The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10 days prior to the deadline date for submission of bid</p>
<b>ITB 8.2</b>	<p>Pre-Bid meeting <i>shall</i> be organized.</p> <p>If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 2079/09/25</p> <p>Time: 13:00 pm</p> <p>Place: Department of Hydrology and Meteorology, Babarmahal, Kathmandu</p>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	The language of the Bid is: English
<b>ITB 12.2 (h)</b>	<p>The Bidder shall submit the following additional documents with its Bid:</p> <p>(i) <b><i>Technical data sheet and photos</i></b></p>
<b>ITB 12.3 (c)</b>	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <p>(a) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16;</p>
<b>ITB 14.1</b>	Alternative Bids <i>shall not be</i> permitted
<b>ITB 15.4</b>	<b>The prices quoted by the Bidder shall: <i>not be Adjustable</i></b>
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>Not Applicable</b>
<b>ITB 19.2</b>	<p><i>A Manufacturer's Authorization letter is only required for the following items:</i></p> <p><i>1. Bank Operated Cable Way (Traversing and Hoist System).</i></p>

<b>ITB 19.3</b>	The Bidder <i>is not</i> required to include with its bid, evidence that it will be represented by an Agent in Nepal.
<b>ITB 20.1</b>	The bid validity period shall be <b>90</b> days.
<b>ITB 21.1</b>	The bid must be accompanied by bid security, amounting to a <i>minimum of NRs 600,000/- (Nepali rupees Six Lakh only)</i> which shall be <i>valid for minimum 30 days</i> beyond the bid validity period
<b>ITB 21.2</b>	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in: - Not Applicable
<b>ITB 22.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	Bidders shall have the option of submitting their bids <i>by electronic only.</i>
<b>ITB 24.1</b>	For bid submission purposes only, the Purchaser's address is: <b>Atten: - Ram Prasad Awasthi, Senior Divisional Hydrologist/Head (Procurement unit)</b> <i>Name of Purchaser: Department of Hydrology and Meteorology</i> <i>P.O.Box:- 406</i> <i>City: - Babarmahal, Kathmandu</i> <i>District: Kathmandu</i> <i>Country: - Nepal</i> <i>Telephone: +977-1-4215131</i> <i>Email: - dhmpurchase@gmail.com</i>
<b>ITB 24.1</b>	The deadline for bid submission is: Date: 2079/10/06 Time: 12:00 pm
<b>ITB 24.1</b>	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
<b>ITB 27.1</b>	The bid opening shall take place at: Date: 2079/10/06 Time: 12:10 pm Place: Department of Hydrology and Meteorology, Babarmahal, Kathmandu

<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 38.3 (a)</b>	Bids will be evaluated lot by lot/package (may be multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
<b>ITB 38.3 (e)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>No</i></p> <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <i>No</i></p> <p>(d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid: <i>No</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment: <i>No</i></p> <p>the performance and productivity of the equipment offered; <i>No</i></p>
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>
<b>ITB 45.3</b>	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000)
<b>ITB 45.9</b>	The bidder, filling application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 42.1

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## **Section III. Evaluation and Qualification Criteria**

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# **Evaluation Criteria and Qualification Criteria**

## **1.1 Technical Criteria**

These criteria should specify the minimum technical level that the Goods and Related Services shall have in order to comply with the Section V. Schedule of Requirements. Whenever possible, these criteria should be evaluated on a pass–fail system, with a minimum acceptable level for each criteria enumerated.

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the nonconforming items or components deducted.

## **1.2 Economic Criteria**

The economic criteria are most important when evaluating a Bid. In most cases, they are the only criteria for evaluating Bids that have passed the technical evaluation. Price, however, may not be the only criterion, as there could be other criteria that may be expressed in monetary terms. For energy consuming equipment and facilities, adjustment for efficiency over and above the minimum functional guarantees specified in the specifications (e.g. generators, pumps), losses (e.g. transformers), and future operating costs of the equipment may be taken into account in the determination of the evaluated Bid Price. The financial cost for these adjustments (added to or deducted from the Bid Price as the case may be) shall be made only when it is specified in the Bidding Document that these functional guarantees and projected operating costs are factors in bid evaluation. The methods of calculation for these evaluation factors shall be clearly specified in the Bidding Document. Deviations from the specified manner of cost calculation shall not be introduced.

## **1.3 Multiple Contracts: NA**

## 2. Qualification

### 2.1 Eligibility

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

#### 2.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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#### 2.1.2 Government/DP Eligibility

Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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#### 2.1.3 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2
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#### 2.1.4 UN Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet
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#### 2.1.5 Nationality

Nationality in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI – 2 with attachments
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### 2.1.6 Other Eligibility

Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate ( <i>only for domestic bidders</i> )	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/ evidence of time extension for the F/Y 2078/79 ( <i>Only for domestic bidders</i> )	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

## 2.2 Pending Litigation.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (Fifty) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form LIT - 1

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

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

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission
Submission of audited balance sheets and income statements for the last <b>3</b> years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

### 2.3.2 Average Annual Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of <b>NPR 130 Lakhs</b> calculated as total payments received by the Bidder for supply contracts completed or under execution over the last three years.	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40% of the requirement	Form FIN – 2

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

### 2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets <sup>3</sup> , unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of <b>NPR 130 Lakhs</b>	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40 % of the requirement	Form FIN - 3

<sup>3</sup> Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

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## 2.4 Experience

### 2.4.1 General Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor for at least the last <b>3</b> years prior to the applications submission deadline	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP – 1

### 2.4.2 Specific Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor in at least <b>two</b> Contract (s) within the last three (3) years, with a value of at least NRs <b>130 lakhs</b> (total of all contracts) with nature, and complexity similar to the scope of supply described in SectionV(Schedule of Supply). <i>must meet the requirement]</i>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 2

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

### 2.4.3 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the goods offered have:  (i) been in production for at least 1 years or if the offered model is a new the manufacturer must have experience in producing the similar model for a minimum of 1 years;	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 3

#### Technical Qualification:

S.N.	Description	Specification Required
1	<b>Mechanical Engineer</b>	Minimum Three-year Experience, Bachelors in Mechanical Engineering, CV and related qualification document shall be included.
2	<b>Electronics Engineer</b>	Minimum Three-year Experience, Bachelors in Electronics Engineering, CV and related qualification document shall be included
3	<b>Electrical Engineer</b>	Minimum Three-year Experience, Bachelors in Electrical Engineering, CV and related qualification document shall be included.
4	<b>Assistant Mechanical Engineer</b>	Minimum Three years' Experience, Diploma in Mechanical Engineering or Equivalent, CV and related qualification document shall be included.

<b>5</b>	<b>Assistant Electronics Engineer</b>	Minimum Three-year Experience, Diploma in Electronics Engineer or Equivalent, CV and related qualification document shall be included.
<b>6</b>	<b>Assistant Electrical Engineer</b>	Minimum Three-year Experience, Diploma in Electrical Engineering or equivalent, CV and related qualification document shall be included.

### 2.3.3 Production Capacity

<b>Criteria</b>	<b>Compliance Requirements</b>				<b>Documents</b>
<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture</b>			<b>Submission Requirements</b>
		<b>All Partners Combined</b>	<b>Each Partner</b>	<b>One Partner</b>	
The Bidder or manufacturer shall demonstrate <sup>4</sup> that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section V (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 4

<sup>4</sup> Bidder or Manufacturer shall provide evidence of production output.

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## Section IV. Bidding Forms

### **Notes on Bidding Forms**

The Purchaser shall include in the Bidding Documents all Bidding Forms that the Bidder shall fill out and include in its Bid. The forms contained in this section are to be completed by the Bidder and submitted as part of its Bid. As specified in this Section, these forms are the Letter of Technical Bid, Letter of Price Bid, the Bid Security, Price Schedules, and the Bidder's Qualification Information Forms.

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## Letter of Technical Bid

*(The Bidder shall accomplish the Letter of Technical Bid in its Letter Head Clearly showing the Bidders Complete name and address.)*

Date:

Contract No.:

Invitation for Bid No.:

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (Schedule of Requirements), the following Goods and Related Services: *[insert a brief description of the goods and related services]*;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ..... *[insert validity period as specified in ITB 20.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, has nationalities from eligible countries in accordance with ITB 4.8 and meets the requirements of ITB 3.4 & 3.5;
- (e) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14;
- (f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (g) We are not a government owned entity/we are a government owned entity but meet the requirements of ITB 4.5;<sup>5</sup>

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<sup>5</sup> Select one of the options

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(h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.

(i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

<b>Name of Recipient</b>	<b>Address</b>	<b>Reason</b>	<b>Amount</b>
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(If none has been paid or is to be paid, indicate “none.”)

(j) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the purchaser.

(k) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date \_\_\_\_\_

---

## Letter of Price Bid

<b>The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.</b>
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Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (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:

*[Incase of only one lot/package, insert the total Bid Price in words and figures];*

*[Incase of multiple lots/packages, insert the total price of each lot/package]*

- (d) The discounts offered and the methodology for their application are:

The discounts offered are: *[specify in detail each discount offered]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for a period of *[insert validity period as specified in ITB 20.1]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the

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Bidding Document;

- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
- (j) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.

Name: .....

In the capacity of.....

Signed .....

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

Date.....

## ELI-1: Bidder's Information Form

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

1.	Bidder's Legal Name:	<i>[insert full name]</i>
2.	In case of JV, legal name of the representative member and of each member:	<i>[insert full name of each member in the JV and specify the representative member]</i>
3	Bidder's Country of Registration:	<i>[insert country of registration]</i>
4.	Bidder's Year of Registration:	<i>[insert year of incorporation]</i>
5.	Bidder's Legal Address in Country of Registration	<i>[insert street/number/town or city/country]</i>
6.	Bidder's trading address:	<i>[insert street/number/town or city/country]</i>
7.	Bidder's Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
8.	Bidder's Email Address:	<i>[insert email address]</i>
9.	Bidder's Authorized Representative Information:	
	Name:	<i>[insert full name]</i>
	Address:	<i>[insert street/number/town or city/country]</i>
	Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
	Email Address:	<i>[insert email address]</i>
<p><b>Attached are copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8</li> <li>2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li>3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.2</li> <li>4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ol>		

## ELI-2: Joint Venture Information Form

Each member of the Joint Venture must fill out this form separately to provide information relating to each JV member.

1.	<b>Bidder's legal name:</b>	<i>[insert full name]</i>
2.	Joint Venture Partner's legal name:	<i>[insert full name of Joint Venture Partner]</i>
3.	Joint Venture Partner's Country of Registration:	<i>[insert country of registration]</i>
4.	Joint Venture Partner's Legal Address in Country of Registration:	<i>[insert street/number/town or city/country]</i>
5.	Joint Venture Partner's Trading address	<i>[insert street/number/town or city/country]</i>
6.	Joint Venture Partner's Year of Registration:	<i>[insert year of registration]</i>
7.	Joint Venture Partner's Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
8.	Joint Venture Partner's Email Address:	<i>[insert email address]</i>
9.	Joint Venture Partner's Authorized Representative Information:	
	Name:	<i>[insert full name]</i>
	Address:	<i>[insert street/number/town or city/country]</i>
	Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
	Email Address:	<i>[insert email address]</i>
<p>1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8</p> <p>2. Authorization to represent the firm named above, in accordance with ITB 22.2</p> <p>3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</p>		

## Form LIT 1: Pending Litigation Form

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

**Choose one of the following:**

- No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.
- Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	<ul style="list-style-type: none"> <li>• Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i></li> <li>• Name of Purchaser: <i>[insert full name]</i></li> <li>• Address of Purchaser: <i>[insert street/city/country]</i></li> <li>• Matter in dispute: <i>[indicate main issues in dispute]</i></li> <li>• Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i></li> <li>• Status of dispute: <i>[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]</i></li> </ul>	<i>[insert amount]</i>	<i>[insert amount]</i>

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## Form FIN-1: Financial Situation Form

Each Bidder must fill out this form.

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

**Joint Venture Partner:** *[Insert Name of Joint Venture Partner]*

Financial Data for Previous .....Years (in NRs)		
Year 1:	Year 2:	Year .....

### Information from Balance Sheet

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

### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			



- 
- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for number of years, as indicated above, complying with the following conditions:
- All such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - 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).

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## Form FIN-2: Average Annual Turnover Form

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture 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.

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

*Joint Venture Partner: [Insert Name of Joint Venture Partner]*

Annual Turnover Data for the Last..... Years	
Year	Amount (in NRs)
Average Annual Turnover	

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## Form FIN-3: Financial Resources Form

Specify proposed sources of financing, such as liquid assets<sup>6</sup>, unencumbered real assets, and other financial means (other than any contractual advance payments) available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	Source of financing	Amount (in NRS)
1		
2		
3		

---

<sup>6</sup> Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

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## Form EXP-1: General Experience

*[The following table shall be filled in for the Bidder and for each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]*

*[Identify contracts that demonstrate continuous supply over the past [number] years. List contracts chronologically, according to their commencement (starting) dates.]*

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"><li>Contract name: <i>[insert full name]</i></li><li>Brief description of the supply performed by the Bidder: <i>[describe supply performed briefly]</i></li><li>Amount of contract: <i>[insert amount]</i></li><li>Name of Purchaser: <i>[indicate full name]</i></li><li>Address: <i>[indicate street/number/town or city/country]</i></li></ul>	<i>[insert "Prime Supplier"(Single entity or JV member) or "Subcontractor"]</i>

## Form EXP-2: Specific Experience Form

*[The following table shall be filled in for contracts performed by the Bidder and by each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]*

<b>Contract of Similar Nature</b>			
<b>Item</b>	<b>Information</b>		
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award date	<i>[insert day, month, year, e.g., 10 January, 2022]</i>		
Completion date	<i>[insert day, month, year, e.g., 12 July, 2022]</i>		
Role in Contract <i>[check the appropriate box]</i>	<b>Prime supplier</b> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span>Single entity <input type="checkbox"/></span> <span>JV Member <input type="checkbox"/></span> </div>		<b>Sub-contractor</b> <input type="checkbox"/>
Total Contract amount	<i>[insert total contract amount]</i>		<i>[Insert Currency]</i>
Description of the contract performed by the Bidder	<i>[Insert brief description of contract to justify similarity]</i>		
If partner in a JV or subcontractor, specify participation of total Contract amount	<i>[Insert percent of total]</i>	<i>[Insert Amount]</i>	
Purchaser's Name:	<i>[Insert full name]</i>		
Purchaser's Address:	<i>[indicate street / number / town or city / country]</i>		
Purchaser's Telephone/fax number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
Purchaser's E-mail:	<i>[insert E-mail address, if available]</i>		

The Bidder shall complete this form for each contract completed.

## Form EXP - 3: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement *or* any other relevant evidence.

<b>Technical Experience</b>					
Name of Product					
Manufacturer:		Address and Nationality:			
(i) Product has been in production for at least. . . . . years.	Description of Goods	Year of Production		Number of units produced	
	<i>[insert description of Goods]</i>	<i>[insert years]</i>		<i>[insert number]</i>	
(ii) Product (or equipment) has been sold a minimum of. . . . . units of similar type and specification over the last three (3) years.	Description of Goods	Year of Production		Number of units that has been sold	
	<i>[insert description of Goods]</i>	<i>[insert years]</i>		<i>[insert number]</i>	
(iii) Product has been in operation for a minimum of. . . . . years.	Description of Goods	Number of units that has been sold and years		Details of purchasers	
	<i>[insert description of Goods]</i>	<i>[insert number]</i>	<i>[insert year]</i>	<i>[insert name, address (street / number / town or city / country), telephone/fax numbers with country and city code, email addresses if available]</i>	

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## Form EXP - 4: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Production facility 1 (include location):	<i>[Insert description of goods and production capacity]</i>
Production facility 2 (include location):	<i>[Insert description of goods and production capacity]</i>
Production facility 3 (include location):	<i>[Insert description of goods and production capacity]</i>

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## Form Spec-1: Bidder's proposed Specification Form

*The bidder shall fill this form to provide the information on technical specifications and standards of offered goods. Bidder's Proposed Technical Specifications and Standards in column 4 shall comply with the Purchaser Requirement (Specifications and standards) specified by the Purchaser in the Schedule of Requirements.*

<b>Item No.</b>	<b>Name of Goods or Related Service</b>	<b>Country of Origin and Brand</b>	<b>Bidder's Proposed TS and Standards</b>	<b>Reference page/no./ Catalogue page/ no.</b>	<b>Status of compliance<sup>7</sup></b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<i>[insert item No.]</i>	<i>[insert name]</i>	<i>[insert country of Origin and Brand name]</i>	<i>[insert TS and Standards]</i>	<i>[insert reference page or no. / catalogue page or no. if any]]</i>	<i>[insert status]</i>

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<sup>7</sup> The bidder shall state as Fully compliance or Partially compliance or Compliance



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## Form Del-1: Bidder's proposed Delivery Date

*The bidder shall fill this form to provide the information on delivery date of offered goods. Bidder's offered delivery date in column 4 shall comply with the Purchaser Requirement (Delivery and Completion Schedule) specified by the Purchaser in the Schedule of Requirements.*

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Bidder's offered Delivery date [to be provided by the bidder]
1	2	3	4	5	6
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

*Note: The date of effectiveness of contract shall be as of signing the contract*

## Price Schedule for Goods

Name of Bidder \_\_\_\_\_ Invitation for Bid No.: DHM/HSD/G/NCB-2079/80

## Price Schedule For Goods

Name of Bidder \_\_\_\_\_ Invitation for Bid No: DHM/G/NCB/.....-2078/79

Item	Description	Country of Origin	Quantity	Unit	Unit price <sup>s</sup>	
					(in NRs)	
					In Figure	In Words
1	2	3	4		5	
1	Provisional Sum (Details on Annex VII)				<b>500000</b>	<b>Five Lakhs Only</b>
2	Supply and delivery of Bank Operated Cable Way (Traversing and Hoist System) as per specification		<b>2</b>	<b>Set</b>		
3	Supply and delivery of Accessories for Bank Operated Cable Way (Wireless remote control, Power Supply & other Tools and consumables) as per specification		<b>2</b>	<b>Set</b>		
4	Cost of Mechanical Engineer, Technical Human resource for Remote Controlled Automatic Bank Operated Cable Way System transportation & Installation at site including device configuration and all complete work as per specification and directed by project manager		<b>2</b>	<b>Staions</b>		
5	Functional and Operational Support for Discharge Measurement using Remote Controlled Automatic Bank Operated Cable Way System for one years after work completion, training and		<b>2</b>	<b>stations</b>		

	handover of the system.					
6	Traction Cable (10mm) at Saptakoshi and Karnali(Galvanized Steel Wire Ropes)		1400	m		
7	Main Cable Stretching at Saptakoshi and Karnali project manager (Annex-VI)		1	no		
8	E/W excavation work for BOS house Construction at Saptakoshi Chatara.		6	Cu.m		
9	Stone Soiling work for BOS house Construction at Saptakoshi Chatara		0.74	Cu.m		
10	PCC(1:2:4) in foundation for RCC work for BOS house Construction at Saptakoshi Chatara		0.61	Cu.m		
11	PCC (1:2:4) for RCC work for BOS house Construction at Saptakoshi Chatara)		2.01	Cu.m		
12	First Class Brick Work with(1:4) cement mortar work for BOS house Construction at Saptakoshi Chatara		12.41	Cu.m		
13	Reinforcement steel for RCC for BOS house Construction at Saptakoshi Chatara		236.11	KG		
14	Centering and Shuttering for RCC for BOS house Construction at Saptakoshi Chatara		18.29	Sq.m		
15	Door Frame Work for BOS house Construction at Saptakoshi Chatara		0.0526	Cu.m		
16	38mm thick panelled door shutter work for BOS house Construction at Saptakoshi Chatara		1.71	Sq.m		
17	12.5 mm thick cement plaster work for BOS house Construction at Saptakoshi Chatara		95.52	Sq.m		

18	Double Coat Readymade plastic emulsion painting work with one primer coat during BOS House Construction at Saptakoshi Chatara		95.52	Sq.m		
19	Organizing Field Training of Remote Controlled Automatic Bank Operated Cable Way System at Karnali Chisapani and Saptakoshi Chatara Dharan which must include TADA,Vehicle Hiring Charge during field visit and other miscellaneous items.		2	Station		
		Total				
		VAT				
		Grand Total				

Name \_\_\_\_\_

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

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## **Bid Security**

### **Bank Guarantee**

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

[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law of Nepal]

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

**Date: *[insert date]***

**Beneficiary: *[insert Name and Address of Purchaser]***

**BID GUARANTEE No.: *[insert number]***

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Invitation for Bids No. ***[insert 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 ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures, (insert 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:
  - i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission
  - (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 Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or
- (d) 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 Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (e) is involved in fraud and corruption in accordance with the ITB.

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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; and (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) thirty (30) days after the expiration of the Bidder's bid which comes to be *[insert the date]*.

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. 758<sup>9</sup>.

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

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

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<sup>9</sup> As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

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## **Manufacturer's Authorization Letter**

*[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]*

Date: *[insert date of Bid Submission]*

IFB No.: *[insert number]*

To: *[insert complete name and address of Purchaser]*

WHEREAS *[insert complete name of Manufacturer or Manufacturer's authorized agent]* 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]* exclusively to submit a Bid in relation to the Invitation for Bids indicated above, 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 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.

Name: *[insert complete name of person signing the Authorization]*

In the capacity of: *[insert legal capacity of person signing the Authorization]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Authorization for and on behalf of: *[insert complete name of Manufacture]*

Date: *[insert date of signing]*

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## **Section V. Schedule of Requirements**

The Schedule of Requirements shall be included in the Bidding Documents by the Purchaser, and shall cover, at a minimum, a description of the Goods and Related Services to be supplied and the Delivery Schedules.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV.

### **Contents**

<b>1. List of Goods and Related Services .....</b>	<b>80</b>
<b>2. Delivery and Completion Schedule .....</b>	<b>82</b>
<b>3. Technical Specifications .....</b>	<b>83</b>
<b>4. Purchaser Requirement .....</b>	<b>85</b>
<b>5. Drawings .....</b>	<b>86</b>



## List of Goods and Related Services

*The Goods and Related Services are grouped in a single lot as listed in the table below:*

Lot/Slice/Package No. : 1				
Lot/Slice/Package Name: Supply, Deliver and Installation of Remote-Controlled Automatic Bank Operated Cable Way System.				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Provisional Sum	Details on Annex VII		500000
2	Supply and delivery of Bank Operated Cable Way (Traversing and Hoist System).		Set	2
3	Supply and delivery of Accessories for Bank Operated Cable Way (Wireless remote control, Power Supply & other Tools and consumables)		Set	2
4	Cost of Mechanical Engineer, Technical Human resource for Remote Controlled Automatic Bank Operated Cable Way System transportation & Installation at site including device configuration and all complete work as per specification and directed by project manager.		Stations	2
5	Functional and Operational Support for Discharge Measurement using Remote Controlled Automatic Bank Operated Cable Way System for one years after work completion, training and handover of the system.		Stations	2
6	Traction Cable (10mm) at Saptakoshi and Karnali(Galvanized Steel Wire Ropes)		m	1400
7	Main Cable Stretching at Saptakoshi and Karnali .		no	1
8	E/W excavation work for BOS house Construction at Saptakoshi Chatara		Cu.m	6
9	Stone Soiling work for BOS house Construction at Saptakoshi Chatara		Cu.m	0.74
10	PCC(1:2:4) in foundation for RCC work for BOS house Construction at Saptakoshi Chatara		Cu.m	0.61
11	PCC (1:2:4) for RCC work for BOS house Construction at Saptakoshi Chatara		Cu.m	2.01
12	First Class Brick Work with (1:4) cement mortar work for BOS house Construction at Saptakoshi Chatara		Cu.m	12.41

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
13	Reinforcement steel for RCC for BOS house Construction at Saptakoshi Chatara		Kg	231.11
14	Centering and Shuttering for RCC for BOS house Construction at Saptakoshi Chatara.		Sq.m	18.29
15	Door Frame Work for BOS house Construction at Saptakoshi Chatara		Cu.m	0.0526
16	38mm thick panelled door shutter work for BOS house Construction at Saptakoshi Chatara		Sq.m	1.71
17	12.5 mm thick cement plaster work for BOS house Construction at Saptakoshi Chatara.		Sq.m	95.52
18	Double Coat Readymade plastic emulsion painting work with one primer coat during BOS House Construction at Saptakoshi Chatara		Sq.m	95.52
19	Organizing Field Training of Remote Controlled Automatic Bank Operated Cable Way System at Karnali Chisapani and Saptakoshi Chatara Dharan which must include TADA, Vehicle Hiring Charge during field visit and other miscellaneous items.		Stations	2

Note: BOS refers to Bank Operating System

## Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

Line Item No	Description of Goods	Qty.	Physical unit	Final Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Final Delivery and Installation Date	Bidder's offered Delivery date [to be provided by the bidder]
1.	2	3	4	5	6	7	8
1	Provisional Sum	500000					
2	Supply and delivery of Bank Operated Cable Way (Traversing and Hoist System)	2	Set		30 days	180 days	
3	Supply and delivery of Accessories for Bank Operated Cable Way (Wireless remote control, Power Supply & other Tools and consumables)	2	Stations		30 days	180 days	
4	Cost of Mechanical Engineer, Technical Human resource for Remote Controlled Automatic Bank Operated Cable Way System transportation & Installation at site including device configuration and all complete work as per specification and directed by project manager.	2	Stations		30 days	300 days	
5	Functional and Operational Support for Discharge Measurement using Remote Controlled Automatic Bank Operated Cable Way System for one years after work completion, training and handover of the system.	2	m		30 days	one years after work completion , training and handover of the system.	
6	Traction Cable (10mm) at Saptakoshi and Karnali(Galvanized Steel Wire Ropes)	1400	no		30 days	270 days	

7	Main Cable Stretching at Saptakoshi and Karnali .	1	Cu.m		30 days	270 days	
8	E/W excavation work for BOS house Construction at Saptakoshi Chatara	6	Cu.m		30 days	270 days	
9	Stone Soiling work for BOS house Construction at Saptakoshi Chatara	0.74	Cu.m		30 days	270 days	
10	PCC (1:2:4) in foundation for RCC work for BOS house Construction at Saptakoshi Chatara	0.61	Cu.m		30 days	270 days	
11	PCC (1:2:4) for RCC work for BOS house Construction at Saptakoshi Chatara	2.01	Cu.m		30 days	270 days	
12	First Class Brick Work with (1:4) cement mortar work for BOS house Construction at Saptakoshi Chatara	12.41	KG		30 days	270 days	
13	Reinforcement steel for RCC for BOS house Construction at Saptakoshi Chatara	236.1 1	Sq.m		30 days	270 days	
14	Centering and Shuttering for RCC for BOS house Construction at Saptakoshi Chatara	18.29	Cu.m		30 days	270 days	
15	Door Frame Work for BOS house Construction at Saptakoshi Chatara	0.052 6	Sq.m		30 days	270 days	
16	38mm thick panelled door shutter work for BOS house Construction at Saptakoshi Chatara	1.71	Sq.m		30 days	270 days	
17	12.5 mm thick cement plaster work for BOS house Construction at Saptakoshi Chatara	95.52	Sq.m		30 days	270 days	
18	Double Coat Readymade plastic emulsion painting work with one primer coat during BOS House Construction at Saptakoshi Chatara	95.52	Stati on		30 days	270 days	
19	Organizing Field Training of Remote Controlled Automatic Bank Operated Cable Way System at Karnali Chisapani and Saptakoshi Chatara Dharan which must include TADA,Vehicle Hiring Charge duirng field visit and other miscellaneous items.	2	Set		30 days	300 days	
<b>Note: The total duration of Project shall be of 10 months.</b>							

*Note: The date of effectiveness of contract shall be as of signing the contract*

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## **Technical Specification**

## ANNEX-I

### Specification of Remote Controlled Bank Operated Cable Way System (Traversing & Hoist System)

S.N.	Description	Specification Required	Remark
1	Specifications	Country of Origin must be Specified by bidder	
		Brand	
		Cable Span $\geq 350\text{m}$	
		Compatible to ADCP and Mechanical current meters	
		Depth Measurement at least 0.01m.	
		Depth Measurement from Hoist/Crane Trolley $\geq 30\text{m}$	
		Lifting Capacity $\geq 100\text{kg}$	
Note:	The system must consist of built in sensors to prevent traveller striking the driver cabinet, measuring angle of drift for depth correction .It must be capable of retrofitted to existing cable way systems and consists of system for auto correction of sag distance and airline wet line readings.		

## ANNEX-II

### Specification of Accessories for Bank Operated Cable Way System (Wireless Remote Control, Power Supply and other tools and consumables)

S.N.	Description	Specification Required	Remark
1	Specifications	Country of Origin : must be Specified by bidder	
		Brand	
		Communication Range: upto 500m	
		Controls: Raise/Lower Control, Forward/Reverse+ Speed Control	
		Indicators for Communication and fault detection	
		Portable generator: $\geq 1\text{ kW}$	
		All required tools & Consumables for operation of Bank Operated Cable Way System	
Note:	The system should have battery voltage display, battery should be chargeable via AC mains where possible whereas current meter revolutions should transmit wirelessly to remote.		

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ANNEX-III			
Specification of Maintenance			
S.N.	Description	Specification Required	Remark
1	Maintenance	Comprehensive full warranty of goods for 2 years work completion,training and handover of the system to the client.	
		Maintenance and servicing for 1 years after work completion,training and handover of the system to the client.	

## ANNEX-IV

### Specification of Technical Human resource

S.N.	Description	Specification Required	Remarks
1	<b>Mechanical Engineer</b>	Minimum Three year Experience, Mechanical Engineer, CV and related qualification document should be included .	Installation and all complete work as directed by Project Manager.
2	<b>Electronics Engineer</b>	Minimum Three year Experience, Electronics Engineer, CV and related qualification document should be included .	Installation and device configuration and commissioning all complete work as directed by Project Manager. .
3	<b>Electrical Engineer</b>	Minimum Three year Experience, Electrical Engineer, CV and related qualification document should be included .	Installation and device setup and all complete work as directed by Project Manager.
4	<b>Assistant Mechanical Engineer</b>	Minimum Three years Experience, Diploma in Mechanical Engineering, CV and related qualification document should be included .	Installation and all complete work as directed by Project Manager. .
5	<b>Assistant Electronics Engineer</b>	Minimum Three year Experience, Diploma in Electronics Engineer, CV and related qualification document should be included .	Installation and device configuration and commissioning all complete work as directed by Project Manager. .
6	<b>Assistant Electrical Engineer</b>	Minimum Three year Experience, Diploma in Electrical Engineer, CV and related qualification document should be included .	Installation and device setup and all complete work as directed by Project Manager. The cost of this item includes remuneration , transportation or vehicle charge, accomodation, lodging fooding all complete expenses of human resource.
7	<b>Labour</b>	Skilled labour who have experience in consturction related works	Work should be done as directed by Project Manager
8	<b>Transporation</b>	Four Wheeler Pick up with fuel & Driver Cost	All expenses related to transporation /Vehicle Charge will be managed by the consultant



ANNEX-V			
Specification of Training			
S.N.	Description	Specification Required	Remark
1	Training	Organize 2 days Field Training for Remote Controlled Automatic Bank Operated Cable Way System for DM and Sediment Sampling and simply maintenance work at Karnali River Chisapani and Saptakoshi River Chatra Dharan	

## ANNEX-VI

### Specifications (Required Civil Work)

#### 1. GENERAL REQUIREMENTS AND MATERIALS

##### GENERAL REQUIREMENT

##### 1.1 Work to be as per specification

The work shall be carried out according to the specifications where specifically mentioned in it or not. No extra in any form shall be paid unless it is definitely stated as an item in the bill of quantities.

Where the specifications are not given or are ambiguous, the relevant Indian Standard and further amendments or decision of the Engineer shall be considered as a final and binding.

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## **1.2 Work to go simultaneously**

The work shall be carried out simultaneously by providing facilities for electrical, plumbing, sanitary, water supply, telecommunication and other services such that final fittings of fixtures is eased. The facilities shall include for electrical and telecommunication services, making holes in shuttering for conduits, sanitary pipes, fan hooks etc. However, no extra payment shall be admissible for such works and shall be deemed to have taken these into consideration while quoting the rates of respective items of BOQ.

## **1.3 Drawing to be studied**

The work shall be related to the drawing which the contractor is presumed to have studied. Nothing extra will be paid for any item for its shape, location or other difficult circumstances, even if the schedule makes no distinction as long as the item is shown in the drawings.

## **1.4 Indicated source – guideline only**

The source of materials stated in the specifications (if any) are those from which materials are generally available. However, materials not conforming to specifications shall be rejected even if they come from the stated sources. The contractor should satisfy himself that sufficient quantity of material of acceptable quality is available from the stated or other sources.

## **1.5 Requirement to be fulfilled**

The requirements of this specifications shall be fulfilled by the Contractor without extra charge including transportation or any other taxes involved i.e. the item rates quoted shall be deemed to have taken these into account.

## **1.6 Sign Board**

A signboard of size approximately 1.25m x 2.5 m meters shall be made and put at an approved place on the site. This board shall be painted in approved colour with names of 1. ***The Proposed Project Construction*** 2. ***Employer*** 3. ***The Contractor*** 4. ***Consultant*** and as directed by the Engineer. This shall be provided by the Contractor at his own expense.

## **1.7 Drawing Instruction & Measurement**

All the work shall be done according to the drawings and instruction of the Engineer. The Contractor shall arrange to test materials and or portions of the work at his own cost in order to prove their soundness and sufficiency. If after any such test and in the opinion of the Engineer any work or position of work is found to be defective or unsound the Contractor shall pull down and re-execute the same at his own cost. Defective materials shall be removed from the site.

The contractor shall submit shop drawings or setting drawings & bar bending schedules to the Engineer for approval at least one week before execution of the work.

## **1.8 Preparing & Clearing the Site**

The site described and shown on the plans plus 25 m. all around the building shall be cleared of all abstractions, loose stones and materials, unsuitable top soil, rubbish of all kinds as well as

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brushwood and trees at his own cost. No trees shall be removed/cut without prior permission of the Engineer.

### **1.9 Quality of Works**

Materials tools, plants and workmanship shall be of standard quality and the best of several kinds available and as approved by the Engineer.

## **THE MATERIALS FOR CONSTRUCTION**

### **1.10 Water**

Water shall be clean and free from oil, waste, acid or other organic matter in solution or suspension. Water shall be from municipal mains or tank or well. Storage tank for water shall be of sufficient size and as directed by the engineer. The contractor shall make his own arrangements for supply or water.

### **1.11 Earth**

Earth for filling and terracing shall be free from all rubbish, organic matters, weeds etc. All clods shall be first broken-down before the earth it used for filling.

### **1.12 Sand**

Sand shall be clean river or pit sand of approved quality and free from salt, clay lumps, dust or other organic impurities. If required by the Engineer it shall be washed with clean water. Coarse sand for concrete work shall be from local river or from any other source as approved by the engineer and shall conform to concrete specification.

### **1.13 Portland Cement**

Cement shall comply with N.S. Specification and shall be Nepalese made or other made as approved by the engineer. When stored in bags these shall be raised 30 cm above the ground and stacked in rows of 10 bags high, 60 cm clear from the walls, in dry place such that it will be sufficiently protected from moisture and contamination, and that the consignments can be used up in the order in which they are received. If necessary cement shall be screened at contractor's expense to remove any lumps. no cement which has become damaged shall be used in work, but shall be immediately removed from the work and replaced by the contractor at his own expense.

Cement shall be delivered on the site in bags with an unbroken seal fixed of the makers and plainly marked with the name of brand and the manufacture.

If desired, tests shall be made by taking random samples of cement from stores or elsewhere from the works. The selection of samples and procedure for testing shall comply with appropriate India Standard.

### **1.14 Cement Mortar**

Cement mortar shall be of proportions specified for each type of work in the drawing or bill of quantities. It shall be composed of Portland cement, sand and water. The ingredients shall be accurately gauged by measure and shall be well and evenly mixed together in a mechanical mixer,

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care being taken not to add more water than is required. No mortar that has begun to set shall be used.

If hand mixing is allowed it shall first be mixed dry. Water will then be added and whole mixed again until it is homogeneous and of uniform colour. Not more than one bag of cement or that quantity which can be consumed within half an hour shall be mixed at one time. If desired by the engineer test of the cement mortar shall be carried out as per IS: 3085-1955.

### **1.15 Aggregates and Grading**

All aggregates shall conform to latest IS 383. Aggregates shall be from hard stone to sizes as specified under items of works. In general 37 mm maximum gauge shall be used for mass concrete in foundation and 19mm down gauge, graded aggregate for R.C.C. work.

37 mm Gauge aggregate shall be such that not more than 5 percent shall exceed 37 mm and not less than 25 percent smaller than 19 mm. No piece shall be in any case be larger than 45 mm. it shall be screened free from dust or other foreign materials.

19 mm gauge aggregate shall be as given in R.C.C specification. If proper gauge of aggregate is not being obtained sieving may be insisted upon in which case the contractor shall supply necessary materials, sieves and labour at his own cost.

The contractors shall supply samples of the aggregate for the purpose of making preliminary tests of concrete. Method of sampling of aggregate for concrete be as per IS: 2430-1969 and method of test for aggregate for concrete shall be as per IS:2386.

### **1.16 Bricks**

Brick shall be oil moulded or of quality approved by the engineer, free from grit and other impurities such as lime, iron and other deleterious salts. Brick shall be well burnt, sound, hard, with sharp edges, gives metallic ringing sound when struck with a mallet and be of uniform size. The normal size of brick shall be 230x122x56 mm. No brick after 24 hours immersion in water shall absorb more water than 25 percent of its weight. Strength of the brick shall be greater than 10 N/mm<sup>2</sup>. Brick to be used for exposed brickwork shall be best selected from the lots with sharp edges and even surfaces. If required the strength test of the brick shall be done as per IS: 3945.

### **1.17 Scaffolding**

Scaffolding shall consist of timber/steel and necessary battens and planks. All scaffolding members before installation shall be checked for their strength and stiffness and tied up properly. Preferably steel scaffolding should be used and it shall be erected on double supports. Holes shall not be made in wall for supports. Planks shall fixed and tied together. In case of finishing work such as plastering, painting and distempering, no part of the scaffolding should touch the structure. Where ladders are used, gunny bags shall be tied up at the ends to prevent any damage to work by sliding or tipping.

### **1.18 Timber**

Timber shall be hard timber (Sal, Sisau, Asna, Jamun) perfectly dry, well seasoned, free from knots, cracks, shakes and other defects and any appearance of rot.

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### **1.19 Reinforcing Steel**

Reinforcing steel shall comply with the Indian Standard Specification. The surface shall be free from filings, loose rust, mill scale, paint, oil, grease, adhering earth, or any other material that in the opinion of the engineer may impair the bond between the concrete and the reinforcement or that causes corrosion of the reinforcement or disintegration of the concrete. Only tested steel shall be used unless otherwise specified. Steel greater than 6 mm diameters shall be torsteel as per IS: 1786-1979 or IS: 1139-1966 and comply with similar relevant standards. Torkari reinforcement shall be of grade 550 conforming to IS: 1786-1985.

### **GENERAL ITMES**

#### **1.20 Record Photograph**

The contractor, shall supply negatives and two sets of uncounted positive colour prints of all photographs, not less than 125 mm x 90 mm size of such portions of the works, in progress and completed, as may be directed by the engineer and specified herein. The negatives and prints shall not be retouched. The negative of each photograph shall be the property of the employer and shall be delivered to the engineer's representative with prints.

The photograph shall be of two categories:

- a) Progress Photographs
- b) Record Photographs

Both categories of photographs shall be proper referenced to the approval of the engineer and on the back of each print shall be recorded the date of the photograph, the direction in which the camera was facing, an identifying description of the subject and the reference.

Photographs taken for record purposes as ordered by the engineer shall have signature of the contractor and the engineer for the purpose of attestation. If required, the contractor may at his own expense have an additional print similarly attested for his retention.

#### **1.21 Third Party Insurance**

The contractor shall make a Third Party Insurance as stipulated in Clause 23 of the conditions of contract from an approved agency/institution.

Maximum coverage per incident shall be Rs. 5 lacks and number of occurrences shall be unlimited.

The contractor shall take insurance premium after getting approval from the employer for insurance policy.

#### **1.22 Maintain First Aid Facility**

Contractor shall maintain first aid facility at all the times at construction site. The medicine and first aid facility shall be as approved by the engineer.

The contractor shall also employ a person competent to handle emergency accident situation and use first aid facility at construction site.

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**STANDARD SPECIFICATIONS  
FOR  
BUILDING WORKS**

**A. CIVIL WORK**

**Item of Works**

- 2.1. E/W excavation Work
- 2.2. Stone Soling Work
- 2.3. PCC (1:2:4) in foundation
- 2.4. First Class Brick Work with (1:4) cement Mortar
- 2.5. PCC (1:2:4) for RCC (2.01m<sup>3</sup>)
- 2.6. Reinforcement steel for RCC
- 2.7. Centring & shuttering for RCC
- 2.8. Door Frame Work
- 2.9. 38 mm thick panelled door shutter work
- 2.10 12.5mm thick cement sand plaster work
- 2.11 Double Coat Readymade plastic Emulsion painting work with one Primer coat.
- 2.12 Traction Cable up to 10mm
- 2.13 up to 10mm U-clamp
- 2.14 Traction Cable Stretching
- 2.15 Required structure Construction
- 2.16 Miscellaneous items

**2.1 Earthwork in Excavation**

Earthwork in excavation in trenches, foundations, etc. in all kinds of soil including timbering and shoring, pumping out water from the trenches (if necessary), dressing of side, ramming of bottom, stacking of excavated materials at least 3 m clear from the edge of foundation trench and then back-filling the stacked soil in 150mm layers on the sides of foundation trench, consolidating and depositing the layer by ramming and watering all complete.

**a. Excavation**

The foundation trenches shall be dug to the dimension shown in the drawing and to depth at which in the opinion of the engineer, a stratum of good hard soil is met with. The excavation shall be carefully dug out to the levels, shapes and dimensions as shown or figured on the drawings or as directed by the engineer to receive the concrete work. Should any of the excavation be taken down below the proper levels, the contractor shall fill in such excavation at his own expense with concrete well rammed in position until it is brought upto the proper levels. Filling in with excavated materials will not be allowed for this purpose unless approved by the engineer. The excavated earth shall be stacked at least 3m from the edge of foundation. The contractor shall dispose off all surplus excavated soil within the site at location designated by the engineer.

**b. Disposal**

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Disposal of the surplus earth will be done within the site. Nothing extra will be paid for such disposal as it is a part of excavation item and the contractor shall be deemed to have quoting rates including for onsite disposal. Offsite disposal if ordered by the engineer in writing shall be paid extra.

### Measurement

Measurement shall be in cubic metre calculated from the actual length, width and the depth to be taken for the compacted earth. Where ground is not in level average depth shall be taken. Only the required area as per the drawings shall be measured.

## **2.2 Plain Cement Concrete Work in Foundation and Floor**

Plain cement concrete in foundation and floors shall be done with cement, sand and stone ballast including mixing, laying, finishing to approved level, lines and dimensions & curing, including adjustment & protection of sides etc. required to complete concrete work.

### **a. Material Proportion and Grade**

The material Proportion for the grade of the concrete as given below is for guide line only.

- i) Concrete M20 – (1:1½:3) : 1 cement, 1½ and 3 coarse aggregates.
- ii) Concrete M15 – (1:2:4) : 1 cement, 2 sand 4 coarse aggregates.
- iii) Concrete m10 – (1:3:6) : 1 cement, 3 sand 6 coarse aggregates.

Actual proportion must be determined by mix design at the site with materials to be used at permanent works.

### **b. Mixing**

Mixing shall be done in a mechanical mixer. However, in special cases, and for small batch hand mixing may be allowed by the engineer with the following procedure. All the materials shall be accurately gauged in boxes and thoroughly mixed dry at least thrice on a water tight platform of adequate size, till the colour is uniform and then twice when wet. Water shall be added gradually and not more than necessary to sufficiently wet the materials. Concrete shall be mixed up to a quantity which can be used within half an hour. Each mix shall however be not larger than consuming one bag of cement. All such mix shall be distinct from each other.

In case hand mixing is allowed, the contractor shall put in 10 percent more cement than specified/required without extra charge.

### **c. Strength of Concrete**

Concrete shall be as specified in IS code. The compressive strength of the concrete at 28 days shall not be less than 10 N/mm<sup>2</sup> for M10 grade 15 N/mm<sup>2</sup> for M15 grade and 20 N/mm<sup>2</sup> for M20 grade or such other strength as described on the drawings. The compressive strength shall be ascertained by standard tests described in IS code

### **d. Laying**

Concrete shall be laid in horizontal layers and gently vibrated by mechanical vibrator and tamped by hand spreading to bring it to line and level as shown in the drawing or as directed by the engineer.

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**e. Curing**

After laying, the concrete shall be kept wet for fifteen days. In case of hot weather, it shall be covered with gunny bags which shall be kept constantly wet. Other work on concrete shall not start until after three days of laying the concrete.

**Measurement**

Measurement shall be taken for the actual length, width and height (thickness) shown in the drawing and shall be in cubic meter. The rate shall include for laying, compacting and curing all complete.

**2.3 Plain Cement Concrete for R.C.C. works**

Plain cement for RCC columns, beams, slabs, lintels, footings, DPC band and all kinds of RCC works shall be prepared from approved quality of cement, sand and stone ballast and shall be mixed, laid and cured as described hereafter.

**a. Material Proportion and Grade**

The material proportion for the grade of the concrete is given as guide line only actual proportion must be determined by design mix at the site with the ingredients which will be used in permanent works.

- i. Concrete M20 - (1:1.5.3): 1 cement, 1.5 sand 3 coarse aggregates.
- ii. Concrete M15 - (1:2:4): 1 cement, 2 sand 4 coarse aggregates.
- b. Strength of Concrete

The compressive strength of the concrete at 28 days shall not be less than 20 N/mm<sup>2</sup> for M20 grade concrete and 15 N/mm<sup>2</sup> for M15 grade concrete. The compressive strength shall be ascertained by standard tests as specified in IS code.

**c. Preparation of Concrete**

The concrete shall be prepared by careful measurement of all the ingredients forming the concrete. The aggregate shall be measured by volume in approved container. The measurement shall be done without, compacting the aggregate, and necessary allowances shall be made for bulking due to moisture in the fine aggregate. The cement shall be weighed or ascertained by predetermined volume. The proportion shall be adopted as per the mix design. The minimum cement shall not be less than 1.5 percent of weight of concrete or 360 kg cement per cubic meter concrete having sufficient workability to enable it to be well compacted and to be worked into the corners or the shuttering and around the reinforcement to give the specified surface finish and to have the specified strength. The resulting consistency shall be maintained throughout the work and approved tests shall be conducted from time to time to ensure the maintenance of this consistency.

- i. Hand Mixing: Normally hand mixing is not allowed, however if it has to be carried out it shall follow the following procedure. Mixing shall be done in masonry platform or sheet. Cement and sand shall be mixed dry thoroughly and then this dry mix of cement and sand shall be placed over a stack of coarse aggregate and the whole mixed dry, at least three times to have a uniform mix. Water shall then be added slowly and gradually while being mixed, to give a plastic mix of the required workability. If hand mixing is allowed 10% more cement shall be added than specified without extra charge.



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- ii. **Machine Mixing:** Coarse aggregate, sand and cement in required proportion shall be put into the concrete mixer. The machine shall then be revolved to mix materials dry and the water shall be added gradually to the required quantity. The mixing should be thorough to give a plastic mix of uniform colour and consistency. Approximately 1.5 to 2 minutes rotation would be required for thorough mixing. Mixed concrete shall then be unloaded on a masonry platform or on a sheet tray or on a transporting equipment.

### **Slump**

Regular slump test should be carried out to control water and to maintain the required consistency. A slump of 75 to 100 mm will be allowed for building works. Slump test shall be carried out and when necessary or as instructed and shall be done at the contractor's expense.

### **d. Design of Concrete Mixes**

Prior of the commencement of the work the contractor shall prepare a mix design for the grade of concrete to be used in the work and shall submit full details of the mix designs to the engineer for his approval. The mix design shall be carried out as per IS: 1026-1982. The mixes shall be designed to produce an average concrete cube crushing strength at 28 days after casting not less than the strength specified in article 2.8 (b) above.

For each mix design, the contractor shall provide the engineer with the following minimum data.

- i. Design mix of concrete
- ii. Grade designation
- iii. Type of cement
- iv. Type of aggregate, maximum nominal size of aggregate
- v. Aggregate gradation & their specific gravity
- vi. Water cement ratio
- vii. Workability, compaction factor
- viii. Quantity of admixture if any
- ix. 28 days compressive strength on which design is based.

Mix design shall be submitted for each grade of concrete proposed for use in the work. The cost of preparing mix design & of testing shall be borne by the contractor.

### **e. Preliminary Trail mixes & Test of Concrete**

The proportion of cement fine & coarse aggregate & water determined by the mix design shall be used in preliminary trial mixes of concrete made & tested for strength & workability as per IS specification in the presence of the engineer.

Six compression test cubes shall be made by the contractor in the presence of the engineer for each trial mix. The cubes shall be cured, stored and three cubes tested at 7 days & three cubes tested at 28 days.

The following shall be the minimum average strength of the cubes tested:

Concrete Grade	Minimum crushing strength	
	7 days	28 days

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M15	10 N/mm <sup>2</sup>	15 N/mm <sup>2</sup>
M20	15 N/mm <sup>2</sup>	20 N/mm <sup>2</sup>

If the average value or the compression strength at 28 days is less than the required concrete strength, the contractor shall redesign the mix and test again until satisfactory result is obtained.

**f. Transportation of Concrete**

The concrete shall be transferred from the mixer to the work site by approved means which do not cause separation or otherwise impair the quality of the concrete. Concrete shall not be carried to a distance more than 100 m unless in a manner as approved by the engineer.

**g. Placing of Concrete**

The shuttering shall be realigned and rubbishes shall be removed before placing concrete. Shuttering shall have to be wetted by approved means. The interval of mixing water to cement and aggregate to placing shall not be more than 30 minutes. Except where otherwise approved concrete shall not be dropped from a height or handled in a manner which shall cause segregation. Accumulation of set concrete on reinforcement shall be avoided. Concrete shall be placed directly on its permanent position and not be worked along the shuttering to that position. Each layer of concrete, while being placed, shall be consolidated by approved methods of ramming, tamping, roding or mechanical vibration to form a dense material with all surfaces free from honey combing and tolerably free from water and air holes or other blemishes. Any water accumulating on the surface of newly placed concrete shall be removed by approved means and further concrete shall be placed therein until such water is removed.

Unless otherwise stated, concrete shall be placed in a single operation to the full thickness of slab, beam and similar members and shall be placed in horizontal layers not exceeding 30 cm. It shall not be more than 1 m deep for walls, columns and similar deep members. Concrete shall be placed continuously until completion of the part of the work between construction joints, as specified.

Vibration and compaction shall be done within 1.5 hours of the mixing. All concrete shall be vibrated with a high frequency vibrator of approved make and excess vibration shall be avoided.

Care shall be taken not to disturb the reinforcement by the labourers during the works. All holes, pocket and opening for various services, fittings, etc. shall be vertical or horizontal as required except that in an curved member, the joints shall be at right angles to the axis of the members. Concreting once started shall not be stopped until the plan shown by the engineer is reached. If a break is required, it should be at the position directed and in a manner approved by the engineer.

When new concrete is to be put on hardened concrete, the face f the old concrete shall be cleaned with a wire brush, and roughened. All dirties and loose aggregate shall be removed. Before placing the new concrete the face shall be thoroughly wetted and a coat of neat cement grout shall be applied over it. The new concrete shall be rammed properly before the grout sets.

**h. Structural Joints**

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Expansion and contraction joints, hinges or other permanent structural joints shall be provided in the position and according to the form described in the drawing or as directed by the engineer.

**i. Curing**

After about two hours of laying when concrete has begun to harden it shall be kept damp by covering with gunny bags or wet sand for 24 hours, and then cured by flooding with water by making mud wall 75 mm high or by covering with wet sand or any other approved means to keep the concrete damp continuously for 15 days.

**I. Provision of Inserts & Prohibition of Cutting**

All inserts shall be accurately fixed in position. All electrical and telecommunication conduits and junction boxed and all sanitary pipes, water pipes and down pipes, within the concrete shall be laid correctly in position to the satisfaction of the engineer. No cutting of structural concrete shall be permitted.

**Measurement**

Measurement shall be in cubic meter calculated from the exact length, width and depth of the concrete member. The dimensions to be considered for calculating shall be exclusive of any finishing item.

**2.4 Formworks for RCC Works**

Formwork shall be rigidly constructed out of the timber or steel or pre-cast concrete for other approved materials and shall be true to the shape and dimensions described. If timber shuttering are to be used then the timber shall be well seasoned, free from loose knots adhering grout, projecting nails, splits and other defects that may mark the concrete.

All joints, except as here-in-after specified shall sufficiently be tight to prevent leakage of cement grout and to avoid the formation of fins or other blemishes. Any faulty joints shall be caulked.

Calculations and designs of the shuttering shall be submitted for approval before construction if required and as directed by engineer.

Beams and slab shuttering shall be so erected that the shuttering on beam sides and slab soffits can be removed without disturbing the beam bottom boards. Reproping of beams shall not be permitted except when props be reinstated to relieve the beam of loads in excess of the design load as here-in-after specified. Vertical props shall bear upon work sufficiently mature to carry the load. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it. Also the safety and the adequacy of centering and scaffolding shall be the sole responsibility of the contractor. If at any state of work, during or after placing concrete shall be removed and work redone at contractor's risk and cost. Column boxes as forms for column shall not be more than 2 metres height.

**a. Coating on Shuttering/forms**

All faces of shuttering and moulds in contact with wet concrete shall be treated with form oil or other approved coating. Such coating shall not be injurious to the concrete, and shall not become flaky to be removable by rain or wash water or liquids that retard the setting of cement. Such coating only be applied to the shuttering when described or instructed. Mould oils, retarding liquids, and similar coatings shall be kept free from contact with the reinforcement.

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All faces of shuttering and moulds in contact with wet concrete shall be treated with form oil or other approved coating. Such coatings shall not be injurious to the concrete, and shall not become flaky to be removable by rain or wash water or liquids that retard the setting of cement. Such coatings only be applied to the shuttering when described or instructed. Mould, oils, retarding liquids, and similar coatings shall be kept free from contact with the reinforcement.

**b. Removal of Shuttering**

Shuttering shall be removed by gradually easing without jarring and only in the presence of competent supervisor. Before removal of shuttering, the concrete shall be properly examined.

The contractor shall record on the drawings or elsewhere the date on which each part of the work is concreted and the date on which the shuttering is removed.

Notwithstanding any limitations or other requirement of the specifications relating to the period elapsing between placing concrete and removing shuttering the assessment of such period and any damage of other consequences arising therefrom shall be the contractor's entire responsibility.

The period shall be increased by an approved number of days if the hardening of the concrete is delayed due to low temperature or other causes. The shuttering removal period shall be increased or decreased as directed by engineer.

**c. Stripping Time**

In no circumstances shall forms be struck off until the concrete reaches a strength of at least twice the stress to which the concrete may be subjected at the time of striking.

The strength referred to shall be that of using the same cement and aggregates with the same proportions and cured under conditions of temperature and moisture similar to those existing on the work. The formwork should be left longer as it would assist the curing. In normal circumstances (generally where temperatures are above 20<sup>0</sup> C) and where ordinary cement in used, forms may be struck after expiry of following periods.

- a. Walls, columns vertical sides of beams – 24 to 72 hrs. or as decided by the engineer.
- b. Removing of props under beams & slabs:
  - 1) Spanning upto 4.5 metres 14 days
  - 2) Spanning over 4.5 metres 21 days
  - 3) All other works 21 days

The shuttering shall have to be kept for a period as required to do so by the engineer.

**Measurement**

Measurement shall be in square meter. Dimensions to be considered in computing the area shall be the length and width of the surface of contact with the concrete. Measurement of formwork shall include all works including staging and removal all complete.

**2.5 Reinforcing Steel Fe 414 for RCC Works**

All reinforcing steel greater than 6 mm dia for reinforcing the concrete shall comply with the requirement of Indian Standard 1786-1966 for Tor Steel or of equivalent internationally acceptable standard.

**a) Certificates and Test for Reinforcement**

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For each consignment of reinforcement used in the work the contractor shall, if required, supply a certificate giving the ultimate strength, yield stress and elongation and the result of the cold bond test for each type and each size of bar or wire. Tests for the purpose of obtaining the information shall conform to India standard. For each consignment of bars used in the works, the contractor shall supply the engineer with a further certificate warranting that all the bars in the consignment are made from mild steel complying with Indian standard specification.

**b) Dimensions of reinforcement**

The size of a reinforcement bar or wire described on the working drawing or elsewhere shall be the minimum and the rolling margin and other tolerances shall be above this size.

The length of a reinforcement bar shall not be less than the length on the drawing or elsewhere and shall be not more than 25 mm in excess of than length.

**c) Bending Reinforcement**

Before bending the reinforcing steel, the contractor will have prepared the shop drawings showing the bar bending schedule for approval. Reinforcement bars shall be bent by approved means producing gradual and even motion.

**d) Fixing Reinforcement**

Reinforcement shall be accurately fixed by approved means maintained in the positions as described or as directed by the engineer. Bars intended to be in contact shall be securely wired together at all such points with No. 16 gauge, spot iron tying wire.

Binders stirrups and links shall tightly embrace the bars with which they are intended to be in contact and shall be securely wired or, if approved, spot- welded thereto.

reinforcement shall be lapped joined or spliced only at the positions described. Splices and the like found to be necessary elsewhere shall be formed only if and as instructed. where practicable, bars in each member shall be assembled and fixed in the form of a rigid cage or skeleton before placing in the moulds or shuttering.

Immediately before concreting the reinforcement shall be checked for position and cleanliness. Measure shall be taken to ensure that reinforcement remains correctly in position with required cover during the placing and compacting of the concrete. Reinforcement projecting from work being concreted or already concreted shall not be bent out of its correct position for any reason unless approved and shall be protected form deformation or other damage. Reinforcement left for future extensions shall be thoroughly coated with cement grout wash or encased in concrete or otherwise protected form corrosion as instructed.

**e) Cover to reinforcement and spacing of bars**

Cover to reinforcement and spacing of bars shall be as per drawing. If cover is not specified these shall be as per IS: 456-1978.

Measurement:

Measurement of steel reinforcement shall be by weight in kg. or ton. Computation of the weight shall be from the sizes and length of bars described in the working drawing or as per approved shop drawing. No allowances in weight shall be made for cutting to waste, rolling margin, extra length or

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tolerances and the binding wires. Laps, chairs and spacer reinforcement shall be measured separately at actual.

## **2.6 Brick Masonry in Cement Mortar**

This specification covers the construction of brick work in general including the brick work in foundation, in superstructure, in arches, on edge and soldier etc. Brick work with approved local chimney made brick or approved machine made brick as per BOQ in perfect line and level, finished including wetting the brick spacing the joints and curing the work complete in all types of walls, columns etc.

In cement sand mortar (1:4)

In cement sand mortar (1:6)

### **a. Materials**

- i) Machine made/Local Bricks: Machine made/local bricks as required by the BOQ shall be of approved quality and shall meet NS or relevant IS code of practice. Bricks to be used shall be immersed in clean water in a tank of sufficient size for at least 3 hours before using them in the brickwork.
- ii) Cement Mortar: As per specification for the materials and in the specified proportions.

### **b. Laying**

Bricks shall be laid in English bond. If the engineer instructs, the brickwork shall be done in Flemish bond without extra cost. Beds of course shall be as nearly perpendicular as possible to the line of pressure.

A systematic bond must be maintained throughout the whole work and perpend must be continuous in alternate course. All bricks must be well bedded and all joints should be of uniform thickness. The engineer reserves the right to reject any brick which any have an injurious effect.

All course shall be in true level and in perfect bond and filled with mortar to provide a thoroughly water resistant structure. All brick works should be vertical and true to line and level. No chipping or rubbing to the face shall be allowed. Half brick wall shall be reinforced if provisioned in BOQ with 2 Nos. 6 mm M.S. bar laid horizontal at every five layers.

Brickwork, carried out shall be true to level and in plumb, steps left temporarily during construction, should not exceed 8 coursed in depth, when brickwork of any portion is to be delayed and it must be raked back in regular steps of one course each at an angle not exceeding 45°. The brickwork shall not be raised by more than 15 layers per day. The mortar joint shall be 6 mm to 10 mm thick. All the joints shall be raked to a required depth to receive setting beds for plaster and/or pointing work as required. All brick must be kept wetted for at least 7 days.

### **c. Fair Faced Brickwork**

Where wall is to be finished with a fair face, the exposed surface of brick should be free from defects and the joints should be finished flush as the works proceed.

Where brickwork is to be plastered, the joints shall be raked out as the work proceeds. The contractor shall prepare a sample of about six brick in length and 10 layers in height of brick work

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as per instruction of engineer until the quality texture & finish required is obtained & approved by the engineer, after which all brick work shall conform with the respective approved sample.

#### Measurement

Brick work shall be measured in cubic meter or square meter as provided in the BOQ. Payment shall be full and final including material, workmanship and scaffolding all complete.

#### **STONE MASONRY WORK**

##### **(g) a) Materials**

All requirements in respect of stones and cement sand mortar described herein shall be applicable in all Clauses of this Section, if otherwise not specified.

##### **(1) Stone**

The stones to be used shall be durable and angular in shape. If boulders are used they shall be broken into angular pieces. The stones shall be sound, hard, and free from iron bands, spots, sand holes, flaws, shakes, cracks or other defects. The stone shall not absorb water more than 5 per cent. The specific gravity of the stone shall not be less than 2.50. Except otherwise described in the contract, the length of any stone shall not exceed three times its height. The breadth of the stone on the bed shall not be less than 150 mm nor greater than  $\frac{3}{4}$  the thickness of the wall. At least 85% of the stones used in masonry, except those used for chinking as chips or spalls of stones shall have individual volumes of more than 0.01 m<sup>3</sup>. The chips or spalls used including voids in the dry stone masonry shall not be more than 20% of the stone masonry by volume. In case of mortared masonry the total volume of mortar and spalls taken together shall not be more than 30% of the mortared masonry. Representative samples of the stones intended for use in the works shall be submitted to the Engineer for prior approval. Further representative samples shall be submitted for approval whenever there is a change in the type or strength of the rock that the Contractor intends to use in masonry work.

##### **(2) Mortar**

Mortar for masonry shall conform to Sub-clause 702 (2). Sand shall comply with IS 2116 and cement shall comply with Clause 414.

##### **b) Construction**

The method of construction described herein shall hold good in all Clauses of this Section, wherever applicable.

##### **(1) General**

Construction shall be carried out in accordance with I.S. 1597-1992, Code of Practice for construction of stone masonry, Part 1 Rubble stone masonry or Part 2 Ashlar Masonry as appropriate. All stratified stone possessing bedding planes shall be laid with its natural bed as nearly as possible at right angles to the direction of load. In the case of arch rings, the natural bed shall be radial. Face work groins shall be built to a height not exceeding one meter in advance of the main body of the work and adjacent walling stepped down on either side. Masonry face work between the groins shall then be built to a height not exceeding 500 mm above the backing which shall then be brought up level with the completed face work. At no time shall the backing be built up higher than the face work.

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Except for dry rubble walling, all joints (gaps) shall be sufficiently thick to prevent stone to stone contact and the gaps shall be completely filled with mortar. Stones shall be clean and sufficiently wetted before laying to prevent absorption of water from mortar.

Placing loose mortar on the course and pouring water upon it to fill the gaps in stones shall not be allowed. Mortar shall be fluid, mixed thoroughly and then poured in the joints. No dry or hollow space shall be left anywhere in the masonry and each stone shall have all its faces completely covered with mortar of the thickness as specified for joints.

The bed which is to receive the stone shall be cleaned, wetted and covered with a layer of fresh mortar. All stones shall be laid full in mortar both in bed and vertical joints and settled carefully in place with a wooden mallet immediately after placement and solidly embedded in mortar before it has set. Clean and wet chips and spalls shall be wedged into the mortar joints and bed whenever necessary to avoid thick joints or bed of mortar. When the foundation masonry is laid directly on rock, the bedding face of the stones of the first course shall be dressed to fit into rock snugly when pressed down in the mortar bedding over the rock. For masonry works over rock, a levelling course of M15/40 or M15/20 concrete 100mm thickness shall be laid over rock and then stone masonry work shall be laid without foundation concrete block.

In case, any stone already set in mortar is disturbed or the joints broken, it shall be taken out without disturbing the adjoining stones and joints. Dry mortar and stones thoroughly cleaned from the joints and the stones shall be reset in fresh mortar. Sliding one stone on top of another which is freshly laid, shall not be allowed.

Shaping and dressing of stone shall be done before it is laid in the work. Dressing and hammering of the laid stones which will loosen the masonry, shall not be allowed.

Building up face wall tied with occasional through stones and filling up the middle with stones spalls and chips or dry packing shall not be allowed. Vertical joints shall be staggered. Distance between the nearer vertical joints of upper layer and lower layer in coursed rubble masonry shall not be less than half the height of the course.

Masonry in a structure between two expansion joints shall be carried up nearly at one uniform level throughout but when breaks are unavoidable the masonry shall be raked in sufficiently long steps to facilitate jointing of old and new work. The stepping of raking shall not be more than 45 degrees with the horizontal.

Masonry shall not be laid when the air temperature in the shade is less than 3°C. Newly laid masonry shall be protected from the harmful effects of weather.

**(2) Concrete Capping**

Where masonry structures are to receive a concrete capping, the joints to the upper surface of the masonry shall be raked out to a depth of 10 mm prior to placing of the concrete to the capping. The concrete for capping shall be as per the Drawing or as directed by Engineer and shall conform to Section 2000.

**(3) Pointing**

Where external faces of the mortared masonry work will be backfilled or otherwise permanently covered up, the mortared joint shall be finished flush to the faces of the adjacent stonework.

Where mortared masonry faces will remain exposed, the mortar joints shall be pointed to a consistent style as shown on the Drawing. Pointing shall be carried out using mortar 1:3 by volume of cement and sand or as shown on the Drawing. The mortar shall be filled and pressed into the raked out joints before giving the required finish. The pointing, if not



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otherwise mentioned, shall be ruled type for which it shall, while masonry work is still green, be ruled along the centre with half round tools of such width as may be specified by the engineer. The excess mortar shell, then, be taken off from the edges of the lines and shall not be unnecessarily plastered over the exposed stone works. The thickness of the joints shall not be less than 3mm for Ashlar masonry.

However, the maximum thickness of joints in different works shall be as follows:

Random Rubble	:	20mm
Coursed Rubble	:	15mm
Ashlar Masonry	:	5mm

(h) Ashlar

All stones shall be dressed to accurate planes on the beds and joints and they shall be fair and neatly or fine tooled on the face unless otherwise described in the contract.

(i) Block-In-Course

Beds and joints shall be squared and dressed for a distance of at least 220 mm from the exposed face. Bond stones shall form at least one sixth of the area of the exposed face and shall extend at least 900 mm into the wall or for the full thickness of the wall if the latter is less than 900 mm. Unless described in the contract as tooled or drafted, the exposed face of all stones shall be blocked and left rough. Arises shall be dressed square at all beds and joints.

(j) Square Rubble-Coursed Or Broken Courses

All stones shall be truly squared and dressed for a distance at least 120 mm from the face of the wall. Bond stones shall be provided at the rate of at least one to every 0.8 m<sup>2</sup> of exposed face and shall measure not less than 150 mm x 150 mm on the face and not less than 450 mm in length or the full thickness of the wall, whichever is the less. Vertical joints in any layer shall be broken in the next layer and the horizontal lapping of the stones shall not be less than 100 mm.

(k) Measurement

Stone masonry shall be measured in cubic meters. The pointing shall be measured in sq.m.

**a. Timber**

Timber to be used for the work shall be from a hard wood timber of mature growth, the sapwood being entirely removed. It shall be uniform in substance, straight in fibre, free from large, loose dead or cluster knots, flaws, shakes, wasp, cup spring, twist bends and defects of any kind. It should be free from spongy, brittle, flaky or brushy condition and bore holes.

All timber shall be seasoned and be free from decay, any harmful fungi and insect attacks and from any other damage of harmful nature which will affect the strength, durability, appearance or its usefulness for the purpose for which it is required.

The timber shall be of best quality specified in the item. The samples of the timber to be used shall be submitted for the approval of the engineer. The samples of the approved timber to be used shall be deposited in the office of engineer for the purposes of comparison.

The colour shall be uniform as far as possible. The darkness of colour amongst colour species of timber being generally a sign of strength and durability.

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**b. Sawing**

All scantlings shall be sawn in straight lines and planes and of uniform thickness and full measurement from end to end and shall be sawn in the direction of the grain. They shall be sawn with such sufficient margin as to secure specified dimensions, lines and planes after being wrought.

The timber shall be properly planed and wrought in workman like manner. Joints shall be true to fit properly and of the kind directed by the engineer.

Contractor shall be responsible for supplying and fixing in position, fixture and fastenings in the door shutters as per specifications and drawings and as directed.

**c. Preservatives**

All timber for carpentry and joinery placed in contact with masonry or concrete shall be given a coating of coal tar before being fixed in position. The rates quoted for woodwork shall provide for such treatments.

**d. Protection**

Fine edges of the timber frames or other joinery edges shall be protected from damage by rough trade during the construction by providing casing of appropriate materials securely fixed to member by approved means.

**e. Cover Moulds**

In areas where the door or window chauhats are fixed flush with wall or plaster surface, teakwood cover moulds of size 40x12 mm shall be given the same finish as the main frame and overlap the masonry/plaster by at least 25 mm.

**f. Rebates**

All door and window frames shall have cut rebates as per the drawings. Planted rebates shall not be allowed. The un-rebated edges of the frames shall be rounded or chamfered as may be shown on the drawings when not indicated on the drawings, they shall be beaded uniformly.

**g. Post Keys**

The vertical posts of door frames in the ground floor shall be embedded 25 mm. On upper floors they shall be embedded in the floor slab by chipping a receptacle 12 mm deep. The frames shall be installed in position and held plumb and level with strong supports from both sides as masonry works proceed.

**h. R.C.C. Columns**

When door or window frames are about on R.C.C. columns, the abutting surface shall be provided with 15 mm screw type hold fasts. The frame shall be fixed in position along with the formworks, prior to concreting.

**i. Tolerance**

Tolerance of  $\pm 3$  mm will be allowed for each wrought face on the sizes specified and indicated in the drawings, except where described as "finished" in which case no tolerances will be allowed.

**j. Hold Fasts**

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These shall be of M.S. flat with an end split into two and turned for anchorage into cement concrete blocks 1:2:5. The holdfasts shall be fixed to an adequately sized recess in the door frames with 30 mm screws. There shall be one such holdfast in each side of frames of up to 76 cm height, 2 on each side of frames up to 152 cm. height. The positions of the holdfasts shall be as shown on the drawings with minor adjustment to suit brick courses or as directed proceeds and not fixed afterwards. These concrete blocks shall neither be measured separately nor any deduction is made in brick work for these blocks.

Door frames when abutting on R.C. C. members shall be fixed to R.C.C. members with rawl plugs 50 mm long and wooden screws of required size. Screw heads shall be sunk into frame and plugged properly.

### Measurement

Costs incurred in providing and fixing holdfast including concrete blocks shall be incorporated into the tendering rates for the woodwork for which they are intended, and shall not be measured separately.

The cost incurred in carving the frames and or lattice and painting shall be incorporated onto the tendered rates of the woodwork for which they are intended, and shall not be measured separately. The unit of measurements shall be as follows:

- i. Hard Wood Door Chaukat is cubic meter
- ii. Hard Wood Door/Windows Shutters in square meter

## **2.7 Panelled Shutter for Doors**

The shutter may be panelled single, double, triple or more. The design, panels and the number on panels to be use shall be as per drawings or as per the direction of the engineer. The styles shall be continuous for top to bottom. The top, frieze, muntins or mullions shall be jointed to the styles and their muntins shall be jointed to the rail with wooden or bamboo pins or as directed by the engineer. The thickness of the frame for the shutter very depending upon the size of the door situation and thickness of the panel as shown on the drawings or as directed by the engineer. Grooves shall be made on all the inside faces of the frames to receive panels. Before fixing the panels in the grooves of styles, rails etc. paste of white zinc shall be treated on the panel for proper adhesion.

Mortice and tenon joints between the styles and the top frieze, the muntins and rails shall be to the full width of the member. The tenon shall not be less than 12 mm thick and shall be glued into the mortices in addition to being pinned with wood dowels of not less than 6 mm diameter. If mortices are tapered, the tenons may be wedged into the. Each panel shall be in a single width piece, the contractor shall ensure that the solid panels shall have their grains running along the layer dimensions.

Grooves in stile for panel fixing shall be 12 mm wide and at least 20 mm deep, panel edges shall be coated with an approved glue prior to insertion onto the groove. Care shall be taken to see that there is no gap between the panel face and the sides of the groove.

Panel with carved motif shall be of a single piece of the best quality, fixed as above. the designs of the motifs shall first be approved by the engineer before start of work. the clearance between the finished shutter and the door frames and between the shutters themselves (when double leafed) shall not exceed 3 mm unless other wise specified in the drawings.

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The paneling to be provided in the shutter shall have either formica finish or teak ply finish on both sides as per design and drawing.

**a. Fixtures & Fastening**

Providing & fixing in position the following fixtures & fastening per every leaf of door shutter.

- "Godrej" or equivalent lock of approved quality 1 no.
- Hinges, 100 mm ling with screw 3 nos.
- Aluminum tower bolt 399 mm long with screws 2 nos.
- Aluminum tower bolt 150 mm long with screws 1 nos.
- Brass handle 150 mm with screws 2 nos.
- Rubber buffer stops with screws 2 nos.

All fixtures and fastenings to be used shall be approved by the engineer and shall be fixed as per shown on drawings or as directed by the engineer.

They shall be of best quality and workmanship. The size shape, design and finish shall be as shown on drawings or as directed by the engineer.

All fixture shall be fixed to the jointing in a secure and efficient manner. Any of the fixtures damaged during fixing shall be removed and new ones fixed in their place and the surface of the joinery made good where affected at the contractor's expense. when the type is not mentioned in the drawing it shall be as directed by the engineer.

If detailed drawing specifies different types of fixture, the work shall be carried out according to the drawing. Screw shall be of suitable length & diameter & shall be fixed with screw driven, not by hammer.

Measurement

The measurement shall be in square meter of shutter work complete by measuring the length and breadth of the shutter in elevation. The rates shall be inclusive of two coats of paints as specified over a coat of primer.

The contractor shall submit, for the approval of the engineer prior to the execution of the work, samples of each different door sections and different window sections.

Metal members shall be isolated when necessary in an approved manner to prevent corrosion due to dissimilar metal contact, or contact between masonry and connected metal. Shop or field connections shall be done by approved or detailed welding or bolting or as manufacture's technical specification.

The workmanship shall be of best quality and the contractor is to ensure that the finished product shall be free from distortion and defects detrimental to appearance in a manner that they are not twisted or otherwise damaged.

## ANNEX-VII

### Provisional Sum and Schedule of Payment

S.N.	Description	Specification Required	Remarks
1	Provisional Sum	Provisional Sum includes required construction at Karnali Chisapani such as (renovation of Cable Car House,grease on bearings,replacement of shutter doors,nut bolts if necessary) and other miscellaneous cost for unforeseen items during construction work at both stations.	Payment of provision sum is done once work is being completed and according to the cost required during the construction phase.The amount should not exceed more than the provisional sum mentioned in BOQ. Payment of Provisional Sum shall be done according to Nepal Government Rules and Regulations.Prior approval should be taken from the client before starting the work which includes the provisional sum.

### Payments Schedule

S.N.	Description	Specification Required	Remarks
1	First Installment	After Completion and approval of complete work from client (installation,testing and operation of BOS, construction of BOS house) in Karnali,Chisapani	Payment shall be done as per actual work done and contract document.
2	Second Installment	After Completion and approval of complete work from client (installation,testing and operation of BOS, construction of BOS house) in Saptakoshi,Chatara	
3	Third Installment	After Completion of Training on BOS from Consultant.	
4	Fourth Installment	After one years functional and operational support for discharge measurement using remote controlled automatic bank operated cable way system.	

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**ANNEX VIII****Name of Item: Supply, Deliver and Installation of Remote Controlled Automatic Bank Operated Cable Way System****Work Schedule**

S.N	Work Phase in Months	1	2	3	4	5	6	7	8	9	10
	Description of Works										
1	Contract Signing and Start of Work										
2	Procurement of Goods(Ordering,Manufacturing,Shipment and Custom Process)										
3	Civil Works and Installation										
4	Training and Handover										

**The total duration of Project shall be of 10 months.**

[illegible]

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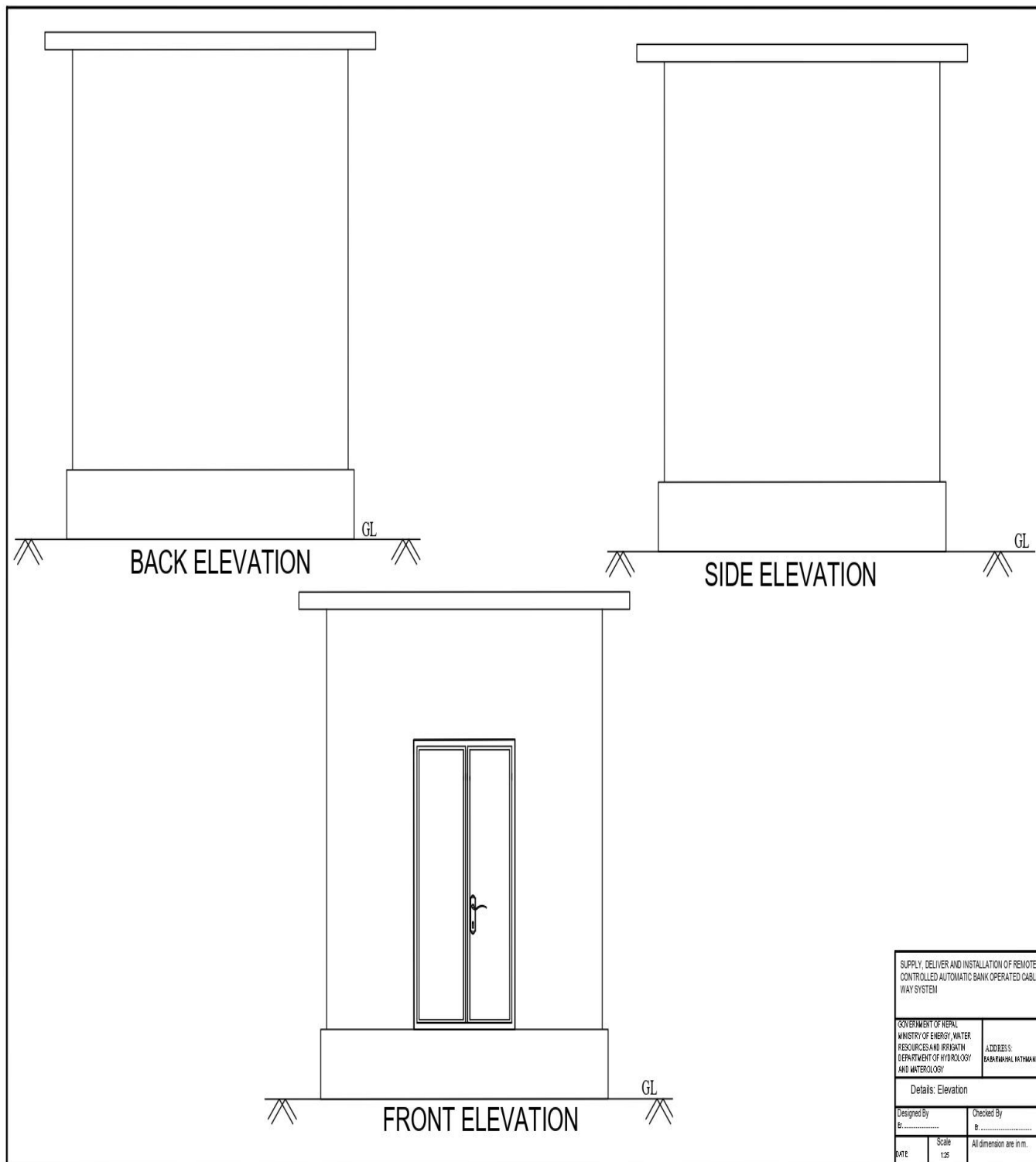
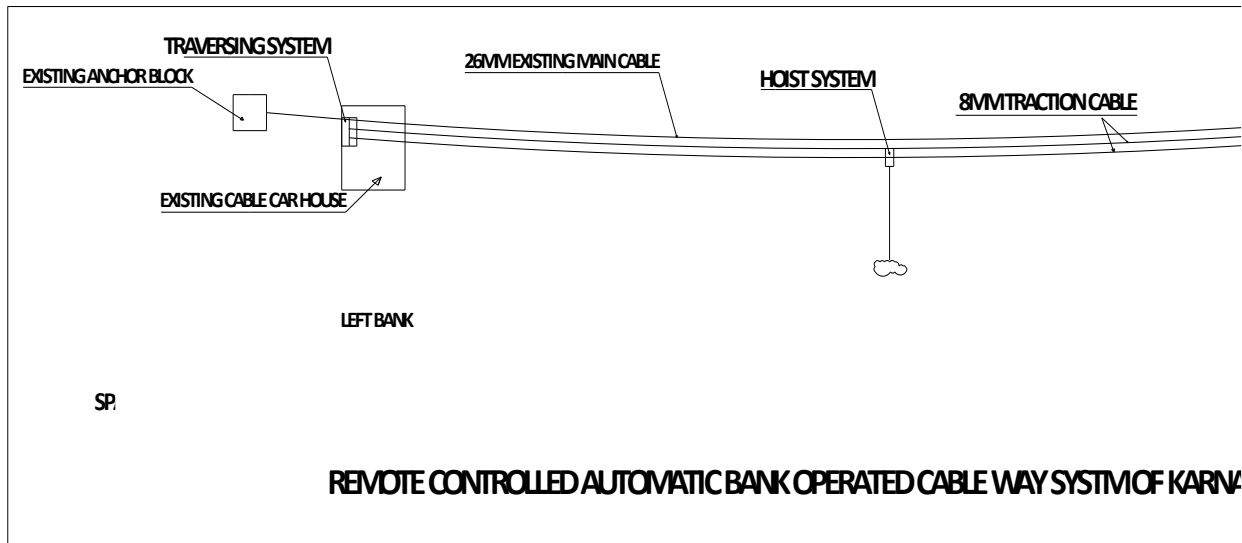


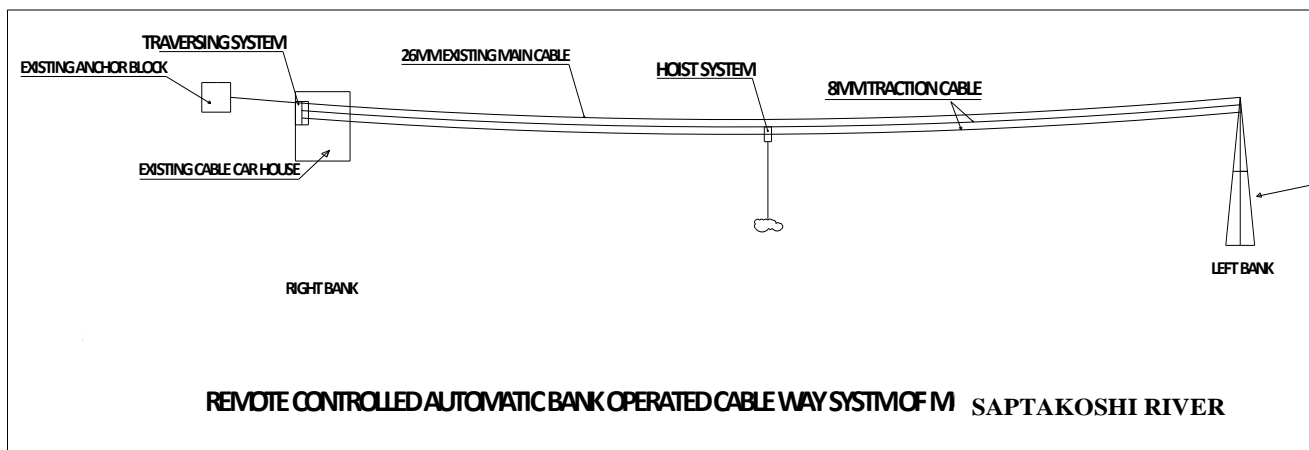
Fig2: Elevation Drawing for cable car house construction at Saptakoshi, Chatara



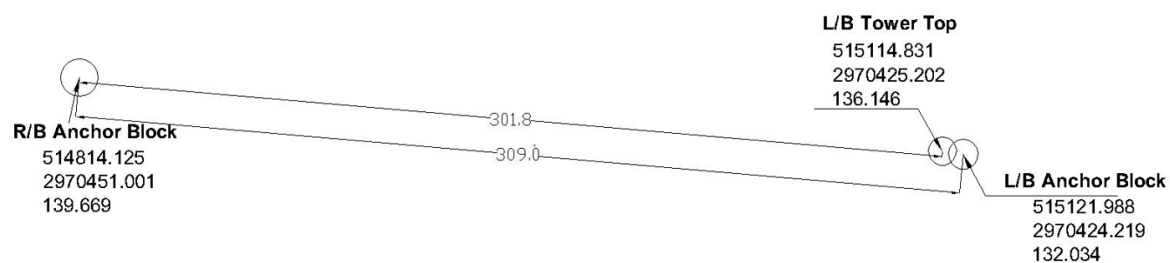
**Station No: 280**  
**River Name: Karnali**  
**Location: Chisapani**



**Station No: 695**  
**River Name: SaptaKoshi**  
**Location: Chatara**



Station no:695  
Saptakoshi River,Chatara



## Additional Documents

Government of Nepal								
Ministry of Energy, Water Resources & Irrigation								
Department of Hydrology and Meteorology								
Babarmahal, Kathmandau								
Station List of Remote Controlled Automatic Bank Operated Cable Way System.								
S.No.	River Name	Location	Station No.	River Span (m)	Latitude	Logitude	Traversing System Setup	Remark
1	Karnali River	Chisapani	280	Up to 300	28.642	81.286	Right Bank	
2	SaptKoshi River	Chatara	695	Up to 350	26.870	87.160	Right Bank	

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## Section VI. General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC are a Contract document and, therefore, are a part of the Contract.

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## Section VI. General Conditions of Contract

### 1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private, or government entity, or a combination of the above, including

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its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (o) “GoN” means the Government of Nepal.
- (p) “The Site,” where applicable, means the place named in the SCC.

## **2. Contract Documents**

2.3 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **3. Fraud and Corruption**

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply.

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>10</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;
- (iii) “collusive practice”<sup>11</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>12</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any

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<sup>10</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>11</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>12</sup> a “party” refers to a participant in the procurement process or contract execution.

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party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.

3.2 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier 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:

- (a) if it is established that the Supplier committed acts specified in ITB 3.2,
- (b) if it is established later that the Bidder 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.

3.3 In case of DP funded bid, DP:

- (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent,



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engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

- (c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

#### **4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

##### 4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

##### 4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

##### 4.4 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

##### 4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the

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Contract.

**5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**6. Joint Venture, Consortium or Association**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 6.2 The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.

**7. Notices**

- 7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 7.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

**8. Governing Law**

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.

**9. Settlement of Disputes**

- 9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 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

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Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.

**10. Scope of Supply**

- 10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
- 10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

**11. Delivery**

- 11.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.

**12. Supplier's Responsibilities**

- 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

**13. Purchaser's Responsibilities**

- 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

**14. Contract Price**

- 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

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**15. Terms of  
Payment**

- 15.1 The Contract Price shall be paid as specified in SCC.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11.1 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Contractor the proportion stated in the SCC. Half of the total amount retained shall be repaid to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations and half when the supplier has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.
- 15.4 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 15.5 Payments shall be made to the Supplier under this Contract in Nepalese Currency.
- 15.6 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.

**16. Taxes and  
Duties**

- 16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser

**17. Performance  
Security**

- 17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency

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acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

## **18. Copyright**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **19. Confidential Information**

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;

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- (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **20. Subcontracting**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.

## **21. Specifications and Standards**

### **21.1 Technical Specifications and Drawings**

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the

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	<p>edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.</p>
<b>22. Packing and Documents</b>	<p>22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.</p> <p>22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
<b>23. Insurance</b>	<p>23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.</p>
<b>24. Transportation</b>	<p>24.1 The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.</p>
<b>25. Inspections and Tests</b>	<p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.</p> <p>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be</p>

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furnished to the inspectors at no charge to the Purchaser.

- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.



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**26. Liquidated  
Damages**

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

**27. Warranty**

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

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**28. Patent  
Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the

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Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

29.1 Except in cases of gross negligence or willful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

**31. Force Majeure**

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination

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for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **32. Change Orders and Contract Amendments**

32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the

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parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **33. Extensions of Time**

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty-one (21) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **34. Termination**

#### **34.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract.
  - (iii) The supplier uses the advance payment for matters other than the contractual obligations.
  - (iv) The purchaser may terminate the contract at any time in the following condition.
    - (a) does not commence the work as per the contract,
    - (b) abandons the contract without completing,
    - (c) fails to achieve progress as per the contract.

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- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to pay to the Purchaser for whole costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
  - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

#### 34.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

#### 34.3 Termination for Convenience

- (a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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**35. Assignment**

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII. Special Conditions of Contract

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

<b>GCC 1.1(i)</b>	The Purchaser's country is: <b><u>Nepal</u></b>
<b>GCC 1.1(j)</b>	The Purchaser is: <b><i>Department of Hydrology and Meteorology, Nepal</i></b>
<b>GCC 1.1 (p)</b>	The Site is: Karnali River Chisapani and Saptakoshi River Chatara.
<b>GCC 5.1</b>	The language shall be: <b><i>English</i></b>
<b>GCC 7.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be: <b><i>Department of Hydrology and Meteorology, P.O. Box 406, Babarmahal, Kathmandu, Nepal</i></b>  Telephone number: <b>+977-1-4215131</b>  e-mail Address: dhmpurchasement@gmail.com
	For <b><u>notices</u></b> , the Supplier's address shall be:  Name and Address of the Supplier:  Telephone number:  Facsimile number:  e-mail Address:
<b>GCC 9.2</b>	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at <b><i>Kathmandu.</i></b>
<b>GCC 10.1</b>	The Scope of Supply shall be defined in: <b><i>"Section V, Schedule of Requirements"</i></b>
<b>GCC 11.1</b>	Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:  a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;  b) Copy of packing list identifying the contents of each package;  c) Delivery note, railway receipt, or truck receipt;  d) Manufacturers or Supplier's warranty certificate; and



	<p>e) Certificate of origin;</p> <p>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.</p>
<b>GCC 14.2</b>	<p><b>The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.<sup>13</sup></b></p>
<b>GCC 15.1</b>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <ol style="list-style-type: none"> <li>1. The payment shall be made:             <ol style="list-style-type: none"> <li>(a) through accounts division/unit of the Purchaser</li> </ol> </li> <li>2. Payments shall be made in Nepalese Rupees in the following manner:</li> </ol> <p><b>On Delivery and acceptance: As per Annex VII and upon submission of a claim supported by the documents specified in GCC 11.1.</b></p>
<b>GCC 15.3</b>	<p>The proportion of payments retained is: <b>"5 (five) percent"</b>.</p>
<b>GCC 15.6</b>	<p>The interest rate that shall be applied for payment delay is : <b>NA</b></p>

GCC 17.1	<p>The Supplier shall provide a Performance Security as follows:</p> <ol style="list-style-type: none"> <li>I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</li> <li>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:</li> </ol> <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 exclusive of Value Added Tax.</p> <p>The Performance Security shall be valid for the period of <b>Warranty</b>.</p> <p>The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.</p> <p>.</p>
GCC 17.3	<p><b>The types of acceptable Performance Securities are:</b> A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or commercial bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms. Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p>
GCC 22.2	<p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ol style="list-style-type: none"> <li>a. Contract number:</li> <li>b. Name and address of the Purchaser:</li> <li>c. Country of origin,</li> <li>d. Gross weight</li> <li>e. Net weight</li> <li>f. Package number of total number of packages</li> <li>g. Brief description of content</li> <li>h. [Insert any other additional marking]</li> </ol> <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p>

<b>GCC 23.1</b>	The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on “All Risks” basis, including War Risks, riots and/or Strikes.
<b>GCC 25.2</b>	<p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places: <b>Goods: all the goods</b></p> <p><b>Type of Test: Inspection and inter-comparison with reference instruments from Department of Hydrology and Meteorology, Nepal</b></p> <p><b>Time or Milestone:</b></p> <p><b>Place: Department of Hydrology and Meteorology</b></p> <p><b>Address: Department of Hydrology and Meteorology, Nepal</b></p> <p><b>Country: Nepal</b></p>
<b>GCC 26.1</b>	The applicable rate of liquidated damages shall be: <i>0.05 percent of the Contract Price per day.</i>
<b>GCC 26.1</b>	<p>The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price.</i></p> <p>The contract shall be terminated, if liquidated damages exceed 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.</p>
<b>GCC 27.3</b>	<p>The period of validity of the Warranty shall be: <b>730 days (2 years) after work completion, training and handover of the system.</b></p> <p>For the purposes of the Warranty, the place of final destination shall be: <b>Department of Hydrology and Meteorology, Babarmahal, Kathmandu, Nepal</b></p>
<b>GCC 27.5 &amp; 27.6</b>	The Supplier shall correct any defects covered by the Warranty within: <b>1 months</b> of being notified by the Purchaser of the occurrence of such defects.

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# Section VIII. Contract Forms

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# Letter of Intent

[on letterhead paper of the Purchaser]

..... date. ....

## Notes on Letter of Intent

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

To: ..... name and address of the Supplier .....

Subject: Issuance of letter of intent to award the contract

This is to notify you that, it is our intention to award the contract for execution of the ..... *.name of the contract and identification number, as given in the Contract Data/SCC* to you as your bid price ..... *.amount in figures and words in Nepalese Rupees* ..... 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]*

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## Letter of Acceptance

*[on letterhead paper of the Purchaser]*

..... *date.* .....

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

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

The amount of performance security shall be NRs.....[Insert amount] and validity period of performance security shall be .....[insert validity period].

The Purchaser 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:**

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## Agreement Form

THIS AGREEMENT made on the [*insert number*] day of [*insert month*], [*insert year*], between [*insert complete name of Purchaser*] of [*insert complete address of Purchaser*] (hereinafter “the Purchaser”), of the one part, and [*insert complete name of Supplier*] of [*insert complete address of Supplier*] (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [*insert brief description of the Goods and Related Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs .....[*insert amount of contract price in words and figures including taxes*] (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
  - (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Requirements; and
  - (f) [*indicate any other documents required as appropriate*]

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services 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 [*insert authorized signature for the Purchaser*] (for the Purchaser)

Signed by [*insert authorized signature for the Supplier*] (for the Supplier)

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## Performance Security

*[insert complete name and number of Contract]*

To: *[insert complete name of Purchaser]*

WHEREAS *[insert complete name of Supplier]* (hereinafter “the Supplier”) has received the notification of award for the execution of *[insert identification number and name of contract]* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert day, month, year]*.

Name: *[insert complete name of person signing the Security]*

In the capacity of: *[insert legal capacity of person signing the Security]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the security for and on behalf of: *[insert seal and complete name of Guarantor]*

Date: *[insert date of signing]*



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## Advance Payment Security

*[insert complete name and number of Contract]*

To: *[insert complete name of Purchaser]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until *[(insert day, month, year) Contract completion date may be a basis for this date]*.

Name: *[insert complete name of person signing the Security]*

In the capacity of: *[insert legal capacity of person signing the Security]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the security for and on behalf of: *[insert seal and complete name of Guarantor]*

Date: *[insert date of signing]*