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# **AIR TRANSPORT CAPACITY ENHANCEMENT PROJECT**

**Contract Package: ATCEP/NCB-03, UTILITY WORKS**

## **TECHNICAL BID**

**Volume –1**

# **BIDDING DOCUMENT**

### **PART I Bidding Procedures**

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**June 2017**

**CIVIL AVIATION AUTHORITY OF NEPAL**

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# Preface

This Bidding Document for the Procurement of Works has been prepared by **Civil Aviation Authority of Nepal** and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated **December 2015**.

ADB's *SBD Works-Small* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works–Small Contracts", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

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## PART I BIDDING PROCEDURES

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This Section specifies the procedures Bidders should follow when preparing and submitting their Bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract.

### Section 2 - Bid Data Sheet (BDS) ----- 2-1

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

### Section 3 - Evaluation and Qualification Criteria (EQC) ----- 3-1

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## PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

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### Section 8 - Particular Conditions of Contract (PCC) ----- 8-1

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### Section 9 - Contract Forms (COF) ----- 9-1

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

Civil Aviation Authority of Nepal  
Air Transport Capacity Enhancement Project

## Invitation for Bids

First Date of Publication: [JUNE00, 2017](#)  
 Invitation for Bid (IFB) Number: ATCEP/2017-01  
 Loan/Grant No. and Title: ADB Loan No 2581-NEP (SF) and Grant No 0181-NEP (SF), Air Transport Capacity Enhancement Project  
 Contract Nos. and Title: ATCEP/NCB-03, Utility Works  
 Deadline for Submission of Bids: [JULY 00, 2017](#).  
 Deadline for Purchase of Bids: One day before deadline for submission of Bids.

- The Government of Nepal (GoN) has received financing from the Asian Development Bank (ADB) toward the cost of **Air Transport Capacity Enhancement Project**. Part of this financing will be used for payments under the Contracts named above. Bidding is open to Bidders from eligible source countries of ADB.
- The Civil Aviation Authority of Nepal (the "Employer") invites sealed bids from eligible bidders for the construction and completion of Works as follows at Tribhuvan International Airport ("the Works"):

Contract ID No.	Description
ATCEP/NCB-03	(i) Sewage Treatment System comprising of sewage lines, manholes and septic tank, and turnout of existing sewage lines from ITB to new sewage treatment system; (ii) Water Supply System comprising of new deep tube wells up to 300 m depth, purification system, piping network and power supply; (iii) Incinerator Facilities comprising of Incinerators with roof housing, storage, guard house, pavement, drainage, and landscaping; and (iv) Pump House comprising of new pump house with underground water tanks, internal fire hydrant system and piping work.

- National competitive bidding will be conducted in accordance with ADB's Single-Stage: Two Envelope bidding procedure and is open to all Bidders from eligible countries as described in the Bidding Document.
- Only eligible Bidders with the following key qualifications should participate in this bidding:

Contract ID No.	I. Key Experience Requirement		II. Key Financial Requirement	
ATCEP/NCB-03	a) Contract of Similar Size and Nature: One (1) contract of similar nature to the proposed works with the value more than as mentioned below that has been successfully or substantially completed within the last ten (10) years.  NRs 111 million or its equivalent US\$  [Construction, improvement of water supply and water purification system for airport, town etc.]	b) Construction Experience in Key Activities          Not applicable	a) Minimum Average Annual Construction/ Works Turnover of the value mentioned below within the last Five (5) years          NRs 223 million or its equivalent US\$	b) Financial resources to meet the current contract commitments and the requirement for the subject contract of value as mentioned below          NRs 42 million or its equivalent US\$

- Bidders are requested to specify the total price of the Bid in the Letter of Price Bid or the Total Bid Price in the Summary of Bill of Quantities. Absence of the total price of the Bid in the Letter of Price Bid or the Total Bid Price in the Summary of Bill of Quantities may be ground for declaring the Bid nonresponsive.
- Non-submission of personnel, equipment, method statement, mobilization schedule and construction schedule shall be a ground for bid rejection.
- To obtain further information and inspect the bidding documents, bidders should contact:

Air Transport Capacity Enhancement Project, Project Directorate  
 Sinamangal, Kathmandu, Nepal  
 Telephone: +977-1-4466665, 4466671  
 Facsimile: +977-1-4477410  
 Electronic mail address: [tiaip-pd@ntc.net.np](mailto:tiaip-pd@ntc.net.np).

Attention: The Project Director

8. A complete set of bidding documents may be purchased from March June 00, 2017 to July 00, 2017. To purchase the Bidding documents in English, eligible bidders should:
  - Write to address above requesting the bidding documents for above contract.
  - Pay a non-refundable fee of Nepalese Rupee 11,300/- (Eleven thousand three hundred only) by bank transfer or deposit to NABIL Bank Ltd, BeenaMarg, Teendhara, Kathmandu, Nepal, Account No 0101011713001 of Air Transport Capacity Enhancement Project (Civil Aviation Authority of Nepal), or cash during office hours.
9. Deliver your Bid:
  - To the address as above.
  - On or before the deadline: [July 00, 2017 @ 12:00 hrs](#). If the last date of submission falls on government holiday, the next day shall be considered as the last date.
  - Together with a Bid Security as described in the Bidding Document.
  - Bids will be opened immediately after dead line for bid submission in the presence of Bidders' representatives who choose to attend.

**Project Director,  
ATCEP-PD**

# Section 1 - Instructions to Bidders

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# Section 1 - Instructions to Bidders

## A. General

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
  - 1.2 Throughout this Bidding Document,
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) "day" means calendar day.
- 2. Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
  - 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
      - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the



- actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-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

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<sup>1</sup> Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one that either has been: (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid; or (ii) appointed by the Employer.

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB or its representative 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 ADB.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

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

4.1 A Bidder may be a natural person, private entity, or government-owned enterprises subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or

- (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, administered, or supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

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

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

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

**PART I Bidding Procedures**

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

**PART II Requirements**

Section 6 –Employer’s Requirements (ERQ)

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

Section 7 - General Conditions of Contract (GCC)

Section 8 - Particular Conditions of Contract (PCC)

Section 9 - Contract Forms (COF)

- 6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
- (c) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
- (f) Technical Proposal in accordance with ITB 16;
- (g) Any other document required in the BDS.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;
- (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (d) Any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

**12. Letters of Bid and Schedules**

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

**13. Alternative Bids**

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical

requirements shall be considered by the Employer.

- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

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

- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 35.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 19. Bid Security/Bid-Securing Declaration**
- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
  - (b) an irrevocable letter of credit, or
  - (c) a cashier's or certified check,
- all from a reputable bank from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included



in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
  - (b) if the successful Bidder fails to
    - (i) sign the Contract in accordance with ITB 41;
    - (ii) furnish a performance security in accordance with ITB 42;
    - (iii) accept arithmetical corrections in accordance with ITB 33; or
    - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 42.
- 19.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

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

- 20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written

confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### **D. Submission and Opening of Bids**

##### **21. Sealing and Marking of Bids**

- 21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID," and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer as provided in BDS 22.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS 1.1.
- 21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.
- 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.
- 25. Bid Opening**
- 25.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

- 25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 25.1.
- 25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Employer may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.
- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.
- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

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

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

### **26. Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

### **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any

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

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**28. Deviations, Reservations, and Omissions**

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Examination of Technical Bids**

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

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

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

**30. Responsiveness of Technical Bid**

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

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

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Correction of Arithmetical Errors**
- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total

shall be corrected.

(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

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

**34. Conversion to Single Currency**

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

**35. Margin of Preference**

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

**36. Evaluation of Price Bids**

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

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

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;

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

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

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

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



36.5 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**37. Comparison of Bids**

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

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

38.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

**39. Award Criteria**

39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Notification of Award**

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

40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

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

**41. Signing of Contract**

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

41.2 Within 28 days of receipt of the Contract Agreement, the successful

Bidder shall sign, date, and return it to the Employer.

**42. Performance Security**

- 42.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

## Section 2- Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is: <b>ATCEP/NCB-03</b>
<b>ITB 1.1</b>	The Employer is: <b>Civil Aviation Authority of Nepal (CAAN)</b>
<b>ITB 1.1</b>	The name of the bidding process is: <b>Utility Works</b> The identification number of the bidding process is: <b>ATCEP/NCB-03</b>
<b>ITB 2.1</b>	The Borrower is: <b>Nepal</b>
<b>ITB 2.1</b>	The name of the Project is <b>Air Transport Capacity Enhancement Project (ATCEP)</b>

<b>B. Contents of Bidding Documents</b>	
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer's Address is:</p> <p>Attention: Project Director Street address: Air Transport Capacity Enhancement Project, Project Directorate Office, Sinamangal, P. O. Box 284, Kathmandu, Nepal.</p> <p>City: Kathmandu Country: Nepal</p> <p>Telephone: +977-1-4466665, 4466671 Fax: +977-1-4477410</p> <p>E-mail address: <a href="mailto:tiaip-pd@ntc.net.np">tiaip-pd@ntc.net.np</a></p> <p>Request for clarification should be received by the Employer no later than: <b>7 days</b> before deadline of Bid submission.</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <b>shall</b> take place.</p> <p>Date: June 00, 2017 Time: 11:00 AM Place: Meeting Room, Air Transport Capacity Enhancement Project, Project Directorate Office, Sinamangal, Kathmandu, Nepal</p> <p>A site visit conducted by the Employer <b>will be</b> organized.</p>

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <b>English</b>

<b>ITB 11.2 (g)</b>	The Bidder shall submit with its Technical Bid the following additional documents:  - (a) Up to date Firm/Company Registration Certificate (by all Firms in case of Joint Venture); - (b) VAT Registration Certificate (For National Firms); - (c) Tax Clearance Certificate up to fiscal year 2072/73 (For National Firms).
<b>ITB 11.3 (d)</b>	The Bidder shall submit with its Price Bid the following additional documents:  - Analysis of unit rates of Works items (with breakdown of equipment, materials and labour) as shown in the List of Cost Breakdown Information in Price Bid. - 2 copies of CD in MS Office Excel of Priced Bill of Quantities.
<b>ITB 12.1</b>	The units and rates in figures entered into the Bill of Quantities and Dayworks Schedule be typewritten or if written by hand, must be in PRINTFORM (Block Letters). Bill of Quantities and Dayworks Schedule not presented accordingly may be considered non-responsive.
<b>ITB 13.1</b>	Alternative Bids <b>shall not</b> be permitted.
<b>ITB 13.2</b>	Alternative times for completion <b>shall not</b> be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the works: <b>Not applicable</b>
<b>ITB 14.3</b>	<i>Replace last sentence of ITB 14.3 with the following sentence:</i>  Failure to specify Total Bid Price of the Bid in the Letter of Price Bid or in the Summary of Bill of Quantities may be grounds for declaring bid non-responsive.
<b>ITB 14.5</b>	The Prices quoted by the Bidders <b>shall be fixed</b> .
<b>ITB 15.1</b>	The Prices shall be quoted by the Bidder and shall be paid in: Nepalese Rupee (NRs).
<b>ITB 18.1</b>	The Bid validity period shall be: <b>90</b> days after the deadline for Bid submission
<b>ITB 19.1</b>	The Bidder shall furnish a Bid Security in the amount of <b>NRs 4,000,000.00</b> .
<b>ITB 19.2</b>	The ineligibility period will be: <b>Not Applicable</b> .
<b>ITB 19.4</b>	Any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. However, if a bidder submits a bid security that deviates in form, amount and/or period of validity, the Employer shall request the Bidder to submit a compliant bid security within <b>seven (7)</b> days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 20.1</b>	In addition to the original Bid, the number of copies is: <b>Two (2)</b> .
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall indicate:  - An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the

	authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award.
<b>ITB 20.2</b>	The Bidder shall submit an acceptable authorization within seven (7) days.

### D. Submission and Opening of Bids

<b>ITB 21.1</b>	Bidders shall not have the option of submitting their Bids electronically:
<b>ITB 21.1 (b)</b>	If Bidders have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: <b>Not Applicable</b>
<b>ITB 22.1</b>	For <b>bid submission purposes</b> only, the Employer's address is:  Attention: Project Director Street address: Air Transport Capacity Enhancement Project, Project Directorate Office, Sinamangal City: Kathmandu Country: Nepal The deadline for bid submission is:  Date: July 00, 2017 Time: 12:00 hrs
<b>ITB 25.1</b>	The opening of Technical Bid shall take place at:  Street address: Air Transport Capacity Enhancement Project, Project Directorate Office, Sinamangal Room number: Meeting Room, Air Transport Capacity Enhancement Project, Project Directorate Office City: Kathmandu Country: Nepal  Date: July 00, 2017 Time: Immediately after the deadline for submission of bids.
<b>ITB 25.1</b>	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable.

### E. Evaluation and Comparison of Bids

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



# Section 3 - Evaluation and Qualification Criteria

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# 1. Evaluation

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

## 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

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

Non-submission of site organization, personnel, equipment, method statement, mobilization schedule and construction schedule shall be a ground for bid rejection.

## 1.2 Completion Time

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

***Not applicable.***

## 1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

***Not applicable.***

## 1.4 Quantifiable Nonconformities and Omissions

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

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

## 1.5 Margin of Preference (Applicable for ICB only)

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

***Not applicable.***

## 1.6 Multiple Contracts

Not Applicable.



## 2. Qualification

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

### 2.1 Eligibility

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

#### 2.1.1 Nationality

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

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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#### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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#### 2.1.4 Government-Owned Enterprise

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

Not having been excluded by an act of compliance with a UN Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

## 2.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last Three (3) 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 with attachments

### 2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of <b>NRs223 million</b> calculated as total certified payments received for contracts in progress or completed, within the last Five (5) years.	must meet requirement	must meet requirement	Must meet requirement as follows: Minimum average annual construction/works turnover of <b>NRs. 56 Million</b> of its equivalent US\$.	Must meet requirement as follows: Minimum average annual construction/works turnover of <b>NRs. 89 Million</b> of its equivalent US\$.	Form FIN - 2

**Note:** The annual construction turnover of previous years that have been executed within Nepal shall be calculated after deducting the VAT. Such amount will be brought to the current value using annual inflation rate (National Wholesale Price Index: Overall Index) published by Nepal Rastra Bank.

## 2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
Requirement					Submission Requirements
The Bidder must demonstrate that it has the financial resources to meet					
(a) its current contract commitments, as defined in FIN-4 (Total Financial Requirements for Current Contract Commitments), plus	must meet requirement	not applicable	must meet requirement for its own contractual commitments	not applicable	Form FIN - 4
(b) the requirements for the Subject Contract of <b>NRs 42 million</b> .	must meet requirement	must meet requirement	Must meet requirement as follows: The requirement for the subject contract of <b>NRs. 11* million</b> or its equivalent US\$.	Must meet requirement as follows: The requirement for the subject contract of <b>NRs. 17* million</b> or its equivalent US\$.	Form FIN – 3 and Form FIN - 4

\*This value is to be carried forward to Form FIN-5B when it is used.

## 2.4 Construction Experience

### 2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one contract that has been successfully or substantially completed within the <b>last 10 (Ten) years**</b> and that is similar to the proposed works, where the value of the Bidder's participation exceeds <b>NRs. 111 million</b> . The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).	must meet requirement	not applicable	Must meet requirement as follows: Participation in at least one contract that has been successfully or substantially completed within the <b>last 10 years</b> and that is similar to the proposed works, where the Bidder's participation exceeds <b>NRs. 47 million</b> or its equivalent.	must meet requirement	Form EXP -1

\*\* Not later than March 1, 2007.

**Note:** The amount of similar size and nature of works of previous years that have been executed within Nepal shall be calculated after deducting the VAT. Such amount will be brought to the current value using annual inflation rate (National Wholesale Price Index: Overall Index) published by Nepal Rastra Bank.

### 2.4.2 Construction Experience in Key Activities

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements	not applicable	not applicable	Form EXP-2
<b>Not applicable</b>	Not applicable	Not applicable			

# Section 4 - Bidding Forms

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## Letter of Technical Bid

**-Note-**

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

Date: .....

NCB No.: 03

Invitation for Bid No.: ATCEP/NCB-03

To: Project Director,  
Air Transport Capacity Enhancement Project,  
Project Directorate Office,  
P. O. Box 284, Sinamangal, Kathmandu, Nepal

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We offer to execute in conformity with the Bidding Documents the following Works:

A08: Sewage Treatment System:

- Sewage lines, manholes and septic tank, turnout of existing sewage lines from ITB to new sewage treatment system, etc.

A09: Water Supply System:

- New deep tube well up to 300 m depth, purification system, piping network, power supply, etc.

A10: Incinerator Facilities:

- Incinerators with roof housing, separation hut, solid waste shed, guard house, ash pocket, pavement, drainage, fencing, landscaping, etc.

B06: Pump House:

- New pump house with underground water tanks, internal fire hydrant system, piping work etc.

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **120 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d) Our firm, including any Subcontractors or Suppliers for any part of the Contract, has nationalities from eligible countries in accordance with ITB 4.2.

- (e) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (h) We are not a government-owned enterprise.
- (i) We agree to permit ADB 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 ADB.
- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

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

Date.....

# Bid Security

## Bank Guarantee

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** ..... *Name and address of employer* .....

**Date:** .....

**Bid Security No.:** .....

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement 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 your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.<sup>2</sup>

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

**-- Note --**

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

<sup>1</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.  
<sup>2</sup> Or 758 as applicable.



# Technical Proposal

The Bidder shall furnish a Technical Proposal comprising of following items as per the requirement in sufficient detail to demonstrate the adequacy of Bidder's proposal to meet the work requirements and the completion time.

The Bidder is recommended to prepare their Technical Proposal tidy and orderly manner so as to demonstrate their proposal in accordance with the requirements.

The Bidder is requested to consider the following aspects to prepare the Technical Proposal. But the Bidder has liberty to consider further aspects, as needed in preparation of the Technical Proposal.

## 1. Personnel

Information of proposed personnel should be provided by the Bidder to meet the specified requirements for each of the positions stated in Section 6, Employer's Requirements.

The details should be prepared as per Form PER-1: Proposed Personnel and Form PER-2: Resume of Proposed Personnel for each position.

The Bidder should submit documentary evidence (qualification, experience certificates) of the proposed personnel for each position and their availability.

## 2. Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 6, Employer's Requirements.

A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Documents such as up to date blue books should be provided as evidence regarding ownership of equipment, while agreements and documents proving capacity, condition and availability from the source should be provided in case of equipments to be rented or leased or specially manufactured.

The Bidder must demonstrate and submit evidence that based on known commitments; the key equipment will be available for timely use in the proposed contract.

## 3. Site Organization

The Site Organization shall include a Contractor's representative who shall be responsible for all contractual and technical matters related to the Contract.

The Site Organization chart shall include the personnel listed in Section 6 and other personnel required for the execution of the contract. The names and positions of the personnel and their name of the company in case of joint venture shall be included in the site organization chart.

The line of command, functional linkages and coordination arrangement among various functional groups within the Site Organization shall be clearly described. The job responsibility shall be provided for each personnel.

#### 4. Method Statement

This section shall explain clearly the proposed methodology that would be followed by the Bidder in the execution of works ensuing efficiency, quality, safety and security. The charts, drawings may be included as necessary.

The Bidder is requested to propose its own Method Statement including at least the following point.

##### a) Management Plan

- 'Communication Plan' among Employer, Engineer and Contractor;
- 'Traffic Management Plan' as specified in Section 10 000;
- 'Safety Management Plan' including aircraft operational safety, third party and site safety as specified in Section 10 000 and in accordance with Safety Management System Manual of TIA;
- 'Security Control Plan' for the work in the restricted area as specified in Section 10 000 and in accordance with security control system of TIA
- 'Environment Management Plan' for environment protection and management of work execution as specified in Section 10 000; monitoring mechanism; environmental management of temporary road, etc.

##### b) Schedule Control Plan

- 'Schedule Control Plan' including schedule control and management system and mechanism for maintaining the schedule and progress of Work to achieve Completion as per the Contract; consideration of area, passenger flow, working hours, weather conditions and arrangement of materials, manpower and equipment.
- 'Schedule Monitoring Plan' comprising system and mechanism for progress monitoring, trouble shooting in case of delays and backstopping to bring back the progress of the Contract in track.

##### c) Quality Assurance Plan

- 'Quality Management Plan' of the work as specified in respective specification. Highlight Company's QA system in execution of work. Propose quality control organization and functional linkages with Site Organization
- 'Quality Control Plan' for control of quality and workmanship of the work. Describe quality control system and mechanism to achieve quality assurance of Contract work.
- 'Site Laboratory Plan' for establishment of Site Laboratory with laboratory equipment and other equipment, personnel and logistics. Submit details with reference to "Contractor's Site Laboratory and Quality Control of Work" in Division 10060 of Specifications.

##### d) Temporary Work Plan

- Schematic Layout plan of the Contractor's Office, Yard, Plants, equipment parking space, store house for materials, site laboratory, etc.

- Contractor's Design Drawing Office; (submit details of requirements comprising of personnel, equipment, resources and facilities as per Division 10060 of Specification 10000). Apart from others the details shall include CVs of Engineers of respective trades as per scope of Contract; capacity and number of computers, laser printers, color photocopies; other equipment; facilities and logistic arrangement.
- Schematic Power supply, water supply and sewage treatment plan;
- Schematic Temporary road inside/outside the site;
- Schematic Temporary drainage plan in the site;
- Schematic Fencing plan in the site;
- Procurement and storage plan of fuel for construction equipment.

#### e) Work Execution Plan

In this section, the Bidder is requested to explain clearly the work execution plan of each work item, paying attention to the followings:

##### A08: Sewage Treatment System

- Sequence Plan of Work:with consideration of work plan and construction activities to be carried out in site to be shared with others (i.e. Developer of Multistory Car Park under a BOOT project of Employer); construction method and equipment for construction ofsewage lines, RCC septic tank (450 m<sup>3</sup>/day capacity), manholes; turnout of existing sewage lines from ITB to new sewage treatment system;coordination among work disciplines, etc.
- Interfacing with other Development of CAAN at Site: with consideration ofinterfacing with works by others (i.e. Developer of Multistory Car Park under a BOOT project of Employer); coordination arrangement.

##### A09: Water Supply System

- Sequence Plan of Work: with consideration thatscope also includes Contractor's Design for Raw Water Supply; construction method and equipment for construction ofworks under A09;coordination among work disciplines, etc.
- Deep Tubewell Work: sequence plan of construction method and equipment for construction of deep tubewell considering working hours, weather condition, and readiness of plant, equipment and materials before start of pilot boring.
- Water Purification System and piping work:sequence plan of construction method and equipment for construction of water purification system (with consideration of sand quality and chemicals), piping work and appurtenances, considering working hours, weather condition, etc.
- Power Supply System: sequence plan of construction method and equipment for supply of power to various work areas including 50 kVA Generator set for power back-up.

##### A10: Incinerator Facilities

- Sequence Plan of Work: with consideration thatA10 is scope of Contractor's Design; construction method and equipment for construction ofworks under A10;coordination among work disciplines, etc.

- Incinerators: sequence plan of construction method and equipment for construction of incinerators.
- Buildings: sequence plan of construction method and equipment for construction of various buildings (incinerator hut, storage, guard house); coordination of work treads.
- Drainage: sequence plan of construction method and equipment of drainage work.
- Pavement: sequence plan of construction method and equipment for construction of pavement works considering working hours, weather condition, and readiness of plant, equipment and materials before start of this work.

#### B06: Pump House

- Sequence Plan of Work: with consideration of construction method and equipment for construction of works under B06; coordination among work disciplines, etc.
- Pump House with underground water tank: sequence plan of construction method and equipment for construction of pump house and underground raw water and treated water tanks; coordination of work treads.
- Internal fire hydrant system: sequence plan of construction method and equipment for construction of internal fire hydrant system with consideration of maintaining constant water pressure.

### **5. Mobilization Schedule**

- a) Personnel Mobilization Schedule: Mobilization schedule shall indicate clearly timeframe of mobilization schedule of each personnel required to execute and complete the Works under the Contract. The mobilization schedule of personnel shall be linked with Program as per clause 35 of the Contract.
- b) Source of Plant and Equipment: The Bidder shall provide source of Plant and Equipment required for the construction of Work as per the Program. The Plant and Equipment shall be those as stated in Section 6 and other equipment required for the construction of Work.
- c) Schedule of Mobilization and Installation of Plants at Site: The Bidder shall provide detail schedule of mobilization (including procurement, transportation and importation) and installation of Plants at site meeting the Program. The information should be clearly provided for all Plant including make, capacity and characteristics meeting the requirements of Section 6.
- d) Schedule of Establishment of fully equipped Site Laboratory: The Bidder shall provide schedule of Site Laboratory establishment including details of lab building (new construction or rented), procurement and supply of approved laboratory equipment and office equipment as per Specifications, Section 10000; accreditation of lab equipment, schedule of start of operation of laboratory.
- e) Schedule of Mobilization of Equipment at Site: The Bidder shall provide detail schedule of mobilization (including procurement, transportation and importation) and installation of Equipment at site meeting the Program. The information should be clearly provided for all Equipment including make, capacity and characteristics meeting the requirements of Section 6.
- f) Source of Plant and Materials of Work: The Bidder is required to submit the technical information of the materials and equipment quoted in the priced Bill of Quantities, for use of the permanent works with respect to the listed materials and equipment.

Technical information shall be prepared in the form attached hereto, and compiled in order of the list so as to identify the specification of the proposed materials and equipment by inserting separator pages with identification label.

Changing the source of materials and equipment during construction stage will not be allowed, unless such changed material and equipment meets the specifications and are approved by the Project Manager.

g) **Schedule of Procurement and Supply of Plant and Materials of Work at Site:**

The Bidder shall provide detail schedule of procurement and supply of Plant and Materials at Site. Such schedule shall be linked with the Program so that plant and materials are available at site on time. Consideration will be required in preparation of this schedule for request for approval and time for approval of plant and materials from the Project Manager.

## 6. Construction Schedule

- a) Construction schedule shall be prepared considering all elements that affect the work progress such as volume of works, weather conditions, required temporary works, procurement of materials, equipment, fuel and labour, environmental conditions, airport operation, etc.
- b) This Schedule will be a basis of the detail Program as specified in clause 35 of General Condition and Specification 10 000 in case of the Contract.
- c) Construction schedule shall be prepared in Gantt chart or similar one, and indicate the basis of production rate of weekly or monthly work output.
- d) Construction schedule shall indicate the major activities of each component (i.e. A08, A09, A10, B06) under the Contract, including the followings;
  - Mobilization Schedule of personnel, plant and equipment, site laboratory, procurement of plant and materials for permanent works, etc as described above in 4 (Mobilization Schedule);
  - Schedule for preparation and submission of Shop Drawings and Method Statement;
  - Construction schedule of each component (A08, A09, A10, B06) divided into work type including following, as appropriate:

(A08)

- RCC Structures (septic tank and manholes)
- Sewage lines
- Turnout of existing sewage line to new sewage system

(A09)

- Deep Tubewell
- Civil works for water supply
- Water supply piping
- Water purification
- Power supply

(A10)

- Incinerator Hut
- Incinerator

- Storage
- Guard House
- Drainage
- Pavement
- Landscaping

(B06)

- Structures
  - Finishing work
  - Mechanical work
  - Electrical work
- Production Curve of Work
  - Critical path of A08, A09, A10 and B06
  - Key Dates of completion of Construction.

The Bidder will consider key dates for completion of construction of followings, in the preparation of Construction Schedule (Program):

1) Completion of Sewage Treatment System
2) Completion of Deep Tubewell
3) Completion of Incinerator including hut
4) Completion of Pump House
5) Completion of water supply installations (pipe lines, pumps, purification system)
6) Completion of other buildings, drainage, pavement of Incinerator facilities

## Personnel

### Form PER – 1: Proposed Personnel

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

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

**- Note -**

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

**Form PER – 2: Resume of Proposed Personnel**

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

<b>Position</b>	
<b>Personnel information</b>	<b>Name</b>
	<b>Date of birth</b>
<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>
	<b>Address of employer</b>
	<b>Telephone</b>
	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>
<b>E-mail</b>	
<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant Technical and Management Experience</b>



## Equipment

### Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

## **Bidders Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

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

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

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

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

Joint Venture / Specialist Subcontractor Information	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's year of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</li> <li><input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</li> </ul>	

Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes that cannot be provided by the main Contractor.

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

Each Bidder must fill out this form.

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

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

<b>Financial Data for Previous 3 Years [NRs or its Equivalent US\$]</b>		
<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>NetWorth = TA – TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>Working Capital = CA - CL</b>			

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN-3.
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**Information from Income Statement**

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

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

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

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, in Nepalese Rupee or converted to US Dollar 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 name below:

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

<b>Annual Turnover Data for the Last Five (5) Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>Nepalese Rupee or its Equivalent (US Dollar)</b>
1			
2			
3			
4			
5			
<b>Average Annual Construction Turnover</b>			

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

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

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

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

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

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

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

**Form FIN- 4: Financial Resources Requirement**

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

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

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

<b>Current Contract Commitments</b>						
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact (Address, Tel, Fax)</b>	<b>Contract Intended Completion Date</b>	<b>Outstanding Contract Value (X)<sup>a</sup></b>	<b>Remaining Contract Period in months (Y)<sup>b</sup></b>	<b>Monthly Financial Resources Requirement (X / Y)</b>
1						
2						
3						
4						
<b>Total Monthly Financial Requirements for Current Contract Commitments</b>						Nepalese Rupee or its equivalent US Dollar .....

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

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



**Form FIN - 5: Compliance Check of Financial Resources (Criterion 2.3.3 of Section 3)**

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

For Single Entities:  (A)	Total Available Financial Resources from FIN-3  (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (C)	Available Financial Resources Net of CCC  D= (B-C)	Requirement for the Subject Contract  (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)	_____	_____	_____	NRs 42 Million or its equivalent US Dollar	

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

For Joint Ventures:  (A)	Total Available Financial Resources from FIN-3  (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (C)	Available Financial Resources Net of CCC  D= (B-C)	Requirement for the Subject Contract  (E)	Results: Yes or No [D must be greater than or equal to E]
One Partner:					
_____ (Name of Partner)	_____	_____	_____	NRs 17 million or its equivalent US Dollar	
Each Partner:					
_____ (Name of Partner 1)	_____	_____	_____	NRs 11 million or its equivalent US Dollar	
_____ (Name of Partner 2)	_____	_____	_____	NRs 11 million or its equivalent US Dollar	
_____ (Name of Partner 3)	_____	_____	_____	NRs 11 million or its equivalent US Dollar	
<b>All partners combined</b>	ΣD= Sum of available financial resources net of current contract commitments for all partners		ΣD =	NRs 42 Million or its equivalent US Dollar	

*Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the employer as evaluation work sheet, to determine compliance with financial resources requirement as stated in 2.3.3.*

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

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
<b>Contract No. . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Intended Completion Date</b>	
<b>Total Contract Amount</b>	<b>NRs or equivalent US\$</b>	
<b>If partner in a Joint Venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone/Fax Number E-mail</b>		
Description of the similarity in accordance with Criterion 2.4.1 of Section 3		
<p>Construction, improvement of water supply and Water Purification System for airport, towns. Nature of works shall include ground water supply, water purification system, and other associated facilities.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The Bidder will demonstrate similarity in the box on the right-hand side.</i></p> </div>		

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

Fill up one (1) form per contract.

Contract with Similar Key Activities		
<b>Contract No. . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Intended Completion Date</b>	
<b>Total Contract Amount</b>	<b>NRs or its equivalent US\$</b>	
<b>If partner in a Joint Venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone Number Fax Number E-mail</b>		
Description of the key activities in accordance with Criterion 2.4.2 of Section 3		
<p><b>Construction, improvement of water supply system</b> (minimum one deep tube well along with water purification system)in single contracts completed within last Ten (10) years.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The Bidder will demonstrate similarity in the box on the right-hand side.</i></p> </div>	<p><b>Not Applicable</b></p>	

## Section 5 - Eligible Countries

S.N.	Code	Country	S.N.	Code	Country
Regional Members					
1.	AFG	Afghanistan	25.	FSM	Micronesia
2.	ARM	Armenia	26.	MON	Mongolia
3.	AUS	Australia	27.	MYA	Myanmar
4.	AZE	Azerbaijan	28.	NAU	Nauru
5.	BAN	Bangladesh	29.	NEP	Nepal
6.	BHU	Bhutan	30.	NZL	New Zealand
7.	BRU	Brunei Darussalam	31.	PAK	Pakistan
8.	CAM	Cambodia	32.	PAL	Palau
9.	PRC	China, People's Republic of	33.	PNG	Papua New Guinea
10.	COO	Cook Islands	34.	PHI	Philippines
11.	FIJ	Fiji	35.	SAM	Samoa
12.	GEO	Georgia	36.	SIN	Singapore
13.	HKG	Hong Kong, China	37.	SOL	Solomon Islands
14.	IND	India	38.	SRI	Sri Lanka
15.	INO	Indonesia	39.	TAP	Taipei, China
16.	JPN	Japan	40.	TAJ	Tajikistan
17.	KAZ	Kazakhstan	41.	THA	Thailand
18.	KIR	Kiribati	42.	TIM	Timor-Leste
19.	KOR	Korea, Republic of	43.	TON	Tonga
20.	KGZ	Kyrgyz Republic	44.	TKM	Turkmenistan
21.	LAO	Lao PDR	45.	TUV	Tuvalu
22.	MAL	Malaysia	46.	UZB	Uzbekistan
23.	MLD	Maldives	47.	VAN	Vanuatu
24.	RMI	Marshall Islands	48.	VIE	Viet Nam
Non-Regional Members					
1	AUT	Austria	11	NET	Netherlands
2	BEL	Belgium	12	NOR	Norway
3	CAN	Canada	13	POR	Portugal
4	DEN	Denmark	14	SPA	Spain
5	FIN	Finland	15	SWE	Sweden
6	FRA	France	16	SWI	Switzerland
7	GER	Germany	17	TUR	Turkey
8	IRE	Ireland	18	UKG	United Kingdom
9	ITA	Italy	19	USA	United States of America
10	LUX	Luxembourg			

# Section 6 –Employer’sRequirements

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# Specifications

Specifications are attached separately to the Bid Document as

## **Volume 2: Specifications**

Book 1/3: Section 10000, General Requirements  
Book 2/3: Section 20000, Civil Works  
Section 30000, Architectural & Structural Works  
Book 3/3: Section 50000, Mechanical Works  
Section 60000, Electrical Works  
Section 70000, Utility Works  
Section 90000, Power Supply System

# Drawings

Drawings are attached separately to the Bid Document as

**Volume 3: Drawings**

## Supplementary Information Regarding Works to Be Procured

The information provided hereinafter is only for reference to the Bidders, and the Bidders are required to investigate themselves all necessary information required to prepare their bids.

### 1. General

The Site contains works carried out previously. Such works include uncompleted partially completed works at various stages of construction:

#### A10: Incinerator Facilities

- Partly site preparation
- Partial work of foundation of Incinerator Hut

#### B06: Pump House

- Partly site preparation

The following Works under this Contract Package are under Contractor's Design:

#### A09: Water Supply

- Raw Water Supply (Deep tube well)
- 

#### A10: Incinerator Facilities

The Site of A07: Sewage Treatment System falls under the area of Multi Storey Car Park Development under BOOT (Build Own Operate and Transfer) project of Employer (CAAN). The Employer will provide Site and access in coordination with TIA and Developer of this BOOT project. The Contractor shall coordinate with the Developer of this project for the execution of works and using access, which need to be shared with the Developer.



## 1. Rainfall Data at Tribhuvan International Airport

**Rainfall Data (mm) at TIA, (Latitude 2742, Longitude 8522, Elevation 1337 m)**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	Extreme	Month	Day
1968	30.10	8.50	45.30	25.50	109.60	305.70	379.50	245.20	86.90	160.40	-	-	1,396.70	80.00	10	5
1969	8.60	1.40	47.60	27.40	86.90	166.10	299.70	323.90	175.30	40.30	2.00	-	1,179.20	48.50	8	19
1970	29.10	27.60	26.60	34.40	93.40	193.70	494.30	229.70	163.90	58.20	11.20	-	1,362.10	73.50	7	16
1971	3.00	6.30	28.40	176.60	109.70	608.10	204.60	252.60	36.40	81.20	0.20	-	1,507.10	83.60	6	12
1972	1.40	25.50	80.40	23.80	56.60	157.30	480.90	155.30	174.50	86.10	19.60	-	1,261.40	102.80	7	28
1973	23.70	32.40	48.50	25.30	81.10	340.40	456.00	336.40	321.10	119.30	15.50	-	1,799.70	102.00	7	25
1974	16.90	5.70	23.30	30.90	108.00	74.80	339.60	364.20	204.60	45.60	-	11.40	1,225.00	71.20	8	21
1975	30.60	25.40	8.00	36.10	75.10	138.50	436.10	379.00	267.50	34.20	-	-	1,430.50	89.20	8	3
1976	30.00	14.00	-	69.00	153.00	387.00	335.00	307.00	170.00	24.00	-	-	1,489.00	73.00	6	10
1977	12.00	12.00	17.00	104.00	90.00	266.00	323.00	338.00	79.00	29.00	14.00	14.00	1,298.00	58.00	8	5
1978	5.00	11.00	69.00	42.00	143.00	299.00	324.00	392.00	160.00	109.00	-	2.00	1,556.00	71.00	8	10
1979	6.00	39.00	1.00	42.00	37.00	258.00	447.00	320.00	99.00	36.00	6.00	65.00	1,356.00	86.00	7	24
1980	1.00	18.00	46.00	10.00	124.00	349.00	296.00	238.00	184.00	69.00	-	6.00	1,341.00	100.00	6	9
1981	14.00	-	60.00	101.00	216.00	141.00	304.00	267.00	225.00	-	42.00	-	1,370.00	54.00	5	21
1982	14.00	22.00	36.00	49.00	40.00	200.00	238.00	384.00	155.00	9.00	18.00	3.00	1,168.00	88.00	6	28
1983	18.00	4.00	30.00	79.00	110.00	81.00	500.00	194.00	288.00	130.00	-	15.00	1,449.00	72.00	7	17
1984	14.00	17.00	14.00	60.00	96.00	275.00	250.00	302.00	260.00	18.00	-	7.00	1,313.00	77.00	8	16
1985	10.00	3.00	4.00	25.00	133.00	161.00	418.00	434.00	376.00	167.00	-	55.00	1,786.00	69.00	9	17
1986	-	23.00	16.00	93.00	97.00	316.00	381.00	219.00	221.00	80.00	-	49.00	1,495.00	78.00	7	16
1987	3.00	43.00	36.00	34.00	58.00	116.00	499.00	256.00	171.00	159.00	-	19.00	1,394.00	124.00	10	20
1988	1.00	19.00	68.00	42.00	153.00	240.00	397.00	279.00	134.00	18.00	12.00	79.00	1,442.00	66.00	7	12
1989	47.00	11.00	12.00	4.00	149.00	136.00	328.00	206.00	197.00	42.00	-	1.00	1,133.00	57.00	7	30
1990	-	42.00	60.00	116.00	108.00	365.00	346.00	309.00	188.00	79.00	-	3.00	1,616.00	78.00	6	10
1991	20.70	11.40	45.20	106.30	145.30	114.40	190.30	280.90	127.90	0.40	0.20	24.90	1,067.90	74.20	4	1
1992	6.40	17.20	0.20	44.50	69.90	232.70	223.60	219.90	209.10	51.00	15.50	3.10	1,093.10	45.20	6	1
1993	10.20	15.40	42.00	86.80	184.60	204.40	296.30	293.80	156.20	14.50	1.80	-	1,306.00	62.80	8	1
1994	27.30	19.40	13.90	8.30	141.80	413.60	254.10	445.60	243.20	-	12.00	-	1,579.20	99.00	6	26
1995	3.30	28.80	39.80	3.20	60.50	590.50	336.10	404.10	100.60	38.30	61.60	7.00	1,673.80	73.50	6	13

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	Extreme	Month	Day
1996	70.80	15.20	7.10	47.40	57.70	337.80	318.50	485.50	207.30	52.40	-	-	1,599.70	72.70	8	14
1997	16.40	5.50	13.90	100.10	90.30	245.40	511.00	370.50	70.90	12.00	4.90	87.40	1,528.30	87.00	7	1
1998	0.10	28.20	70.60	75.90	282.00	247.70	440.20	376.30	193.60	44.20	12.00	-	1,770.80	97.6	7	6
1999	4.20	4.20	-	6.00	315.60	315.60	485.20	393.50	266.90	152.20	-	1.20	1,944.60	99.40	6	28
2000	1.30	5.20	20.90	61.90	209.90	266.10	331.70	384.00	124.80	0.90	-	0.20	1,406.90	98.60	8	9
2001	6.80	-	8.40	34.60	179.90	250.40	498.80	460.30	145.50	20.50	-	-	1,605.20	96.40	7	19
2002	33.80	29.90	93.00	93.90	158.80	227.40	544.82	499.90	148.00	14.00	26.50	-	1,870.02	177.00	7	23
2003	19.50	68.40	85.90	38.00	37.70	222.30	591.50	347.00	293.40	17.70	-	18.60	1,740.00	100.00	7	31
2004	26.90	-	32.30	164.10	168.40	183.40	459.50	208.40	210.10	120.50	36.00	-	1,609.60	74.60	7	10
2005	55.10	17.00	50.10	34.80	40.60	222.90	253.50	309.30	126.50	126.10	-	-	1,235.90	68.10	8	7
2006	-	-	30.90	132.80	145.50	215.60	337.00	248.40	217.50	43.90	1.50	17.50	1,390.60	67.70	6	23
2007	-	72.80	36.30	77.90	90.70	263.00	227.30	223.70	332.50	18.50	3.20	-	1,345.90	52.60	9	5
2008	4.90	-	35.90	43.70	99.90	207.90	252.90	241.30	291.90	14.50	-	-	1,192.90	84.30	9	13
2009	-	-	28.40	21.30	132.00	125.00	326.30	382.90	113.40	71.50	1.00	-	1,201.80	76.50	7	28
2010	1.90	23.30	35.70	45.30	148.00	141.70	354.90	486.30	217.10	24.50	-	-	1,478.70	80.70	7	22
2011	6.20	54.90	16.40	56.80	167.40	306.00	437.80	265.40	318.00	13.00	12.90	-	1,654.80	73.40	7	20
2012	17.80	41.80	15.60	80.10	42.20	149.20	452.30	289.60	362.20	13.20	0.70	-	1,464.70	75.00	9	14
2013	11.50	45.40	27.30	44.50	278.60	299.10	428.50	451.40	217.30	95.70	-	-	1,899.30	100.50	5	24
2014	4.20	26.70	58.70	6.00	153.50	165.80	461.90	294.50	279.40	91.20	-	36.70	1,578.60	93.10	7	1
2015	3.40	35.20	98.70	51.00	155.90	125.60	470.60	452.00	189.40	67.60	-	-	1,649.40	115.50	5	11
Mean	15.61	23.25	36.62	56.57	124.67	242.67	374.19	323.87	197.91	58.97	13.76	22.87	1,463.65	82.23		

\*Extreme\* means heaviest rainfall in one day.

## 2. Information on Local Construction Materials

### 2.1 Government Rules applicable for extraction and transportation of construction materials

Extraction of construction materials from (river and quarry) resources are regulated as per the Environmental Protection Regulation, BS 2053 (1997) and the Environment Protection Rule, BS 2054 (1998) of Government of Nepal. For transportation of materials the Motor Vehicle & Transport Management Act BS2049 (1993) and revisions thereof by the Government of Nepal, shall be prevalent. Revenues (taxes, royalties, dastur, etc) of concerning VDCs, DDCs will be applicable in the extraction of quantity of materials from the resources.

The Bidder shall investigate and be acquainted with the Government of Nepal (GoN) rules and regulations while preparing the Bid.

### 2.2 Information of Construction Materials

The information of construction materials source hereinafter is just for information only, and does not mean to indicate these as the only location/sources/sites nor means any guarantee regarding the availability and quality of the materials from the informed location for the Work.

The Bidder is required to investigate and verify at the construction materials location/sources/sites proposed by the bidder with respect to availability, quality and sufficiency of the nature and type of material as well as, transport route and maintenance measure of the transport road required during the construction period.

#### a) Fill Materials (CBR>5%)

Fill materials may be available either from licensed quarries (of soil and sand) of District Development Committees (DDCs) outsourced for operation by the District Development Committees (DDCs) or private lands subjected for soil extraction/mining with approval of concerning authorities. Because of urbanization, availability of the fill material quarries may be sourced from scattered areas generally in the outskirts locations. Roughly, quarries may be available located at about 12-14 km distance (one way) from the airport. However, quarries with bulk deposit may be available even at far distance (about 20-25 km).

#### b) Subgrade Materials (CBR>15%)

For subgrade materials, natural deposits of coarser materials may be available in isolated areas comprising of foothill slopes or terraced deposits. Such materials occurrence may be mostly in private lands. Typical distance (one way) may be about 15-20 km from airport (TIA).

#### c) Other Construction Materials:

Various sources (generally quarries) are available for rock and sand within and outside Kathmandu Valley. For information, a list of quarries for stones and sand is as shown below:

Material Location	District	Tentative 1-way distance from TIA (km)	Type of deposit, materials
TikaBhairav	Lalitpur	25	Rock quarry, stones
Jorgatt VDC, Panauti	Kavre	35	Rock quarry, stones
Dakshikali VDC	Kathmandu	25	Rock quarry, stones
Trishuli Galchhi, Quipal-8	Nuwakot	60	River sand
Sipaghat	Sindhupalchowk	50	River sand
Sunkoshi	Sindhupalchowk	65	River boulders
GhampeKhola	Kavre	70	River boulders

## Personnel Requirements

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

No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Contract Manager (Minimum Bachelor in Civil Engineering)	15	Minimum 10years (At least two job experience of contract/construction management of water supply and sanitation works. <i>(Similar work: Water supply and sanitation of Airport, Town )</i>
2	Civil Engineer – 1 no. ( Minimum Bachelor in Civil Engineering)	10	Minimum 5 years (At least one job experience of construction of water supply and sanitation works). <i>(Similar work: Water supply and sanitation of Airport, Town))</i>
3	Mechanical Engineer – 1 no. (Minimum Bachelor in Mechanical Engineering)	10	Minimum 4years (At least one job experience of construction of water supply and sanitation works). <i>(Similar work: Water supply and sanitation of Airport, Town)</i>
4	Geo-hydrologist -1 no (Minimum Bachelor in Geology), training on ground water hydrology	10	Minimum 5 years (At least three job experience of geo-hydrological investigation of ground water supply and design and construction of deep tube well). <i>(Similar work: Ground water supply)</i>
5	Electrical Engineer – 1 no. ( Minimum Bachelor in Electrical Engineering)	10	Minimum 5years (At least one job experience of construction of water supply and sanitation works). <i>(Similar work: Water supply and sanitation of Airport, Town)</i>

## Equipment Requirements

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

No.	Equipment Type and Characteristics	Minimum Number Required
1	Concrete Batching plant , >20 t/hr	1
2	Concrete Transit Mixer, 6 m <sup>3</sup>	1
3	Concrete Pump, >20 m <sup>3</sup> /hr	1
4	Drilling Machine for Deep Tubewell >300 m depth	1
5	Self-propelled vibratory roller, 16 ton	1
6	Backhoe Loader, 120 HP	1
7	Excavator, 160 HP	1
8	Tipper trucks, 15 ton (total)	2

# Section 7 - General Conditions of Contract

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**[Name of Employer]**

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**[Name of Contract]**

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## General Conditions of Contract

### A. General

#### 1. Definitions

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

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

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

## 2. Interpretation

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

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

its proper implementation.

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

**8. Compliance with Laws**

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

**9. Joint and Several Liability**

- 9.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture.

The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

- 10. Project Manager's Decisions** 10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 11. Delegation** 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 12. Communications** 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 13. Subcontracting** 13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 14. Other Contractors** 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the **PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 15. Personnel and Equipment** 15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.
- 15.3 If the Employer, Project Manager, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.
- 16. Employer's and Contractor's Risks** 16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 17. Employer's Risks** 17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 18. Contractor's Risks**
- 18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.
- 19. Insurance**
- 19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events, which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 19.4 Alterations to the terms of an insurance shall not be made without the

- approval of the Project Manager.
- 19.5 Both parties shall comply with any conditions of the insurance policies.
- 20. Site Investigation Reports** 20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Contractor.
- 21. Contractor to Construct the Works** 21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 22. The Works to Be Completed by the Intended Completion Date** 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 23. Designs by Contractor and Approval by the Project Manager** 23.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.
- 23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings..
- 23.3 The Contractor shall be responsible for design of Temporary Works.
- 23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 24. Safety** 24.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 25. Discoveries** 25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 26. Possession of the Site** 26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC**, the Employer shall be deemed to have delayed the start of the



relevant activities, and this shall be a Compensation Event.

- 27. Access to the Site** 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 28. Instructions, Inspections, and Audits** 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from ADB.
- 29. Appointment of the Adjudicator** 29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the **PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
- 30. Procedure for Disputes** 30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 30.3 The Adjudicator shall be paid by the hour at the rate specified in the **PCC**, together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the

Adjudicator's decision shall be final and binding.

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

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

- 31. Forced Labor** 31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor–contracting arrangements.
- 32. Child Labor** 32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
- 33. Workers' Organizations** 33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.
- 34. Nondiscrimination and Equal Opportunity** 34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

### C. Time Control

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

**Manager**

- 39. Management Meetings**
- 39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 40. Early Warning**
- 40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

**D. Quality Control**

- 41. Identifying Defects**
- 41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 42. Tests**
- 42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 43. Correction of Defects**
- 43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 44. Uncorrected Defects**
- 44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this

amount.

### **E. Cost Control**

- 45. Contract Price**
- 45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 46. Changes in the Contract Price**
- 46.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
  - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.
  - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 47. Variations**
- 47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying

the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

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

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

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

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

49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

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

49.4 The value of work executed shall comprise,

(a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

#### **50. Payments**

50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be

calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **51. Compensation Events**

- 51.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The advance payment is delayed.
  - (j) The effects on the Contractor of any of the Employer's Risks.
  - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

- 51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
- 52. Tax**
- 52.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 54.1 [Price Adjustment].
- 53. Currencies**
- 53.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 54. Price Adjustment**
- 54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

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

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

<sup>1</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a



Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

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

## 55. Retention

55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.

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

## 56. Liquidated Damages

56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].

## 57. Bonus

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

## 58. Advance Payment

58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid

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very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

by the Contractor. Interest shall not be charged on the advance payment.

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

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

#### **59. Securities**

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

#### **60. Dayworks**

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

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

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

#### **61. Cost of Repairs**

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

### **F. Force Majeure**

#### **62. Definition of Force Majeure**

62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance,

- (a) which is beyond a Party's control;
- (b) which such Party could not reasonably have provided against before entering into the Contract;
- (c) which, having arisen, such Party could not reasonably have avoided or overcome; and

(d) which is not substantially attributable to the other Party.

62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

**63. Notice of Force Majeure**

63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

63.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

**64. Duty to Minimize Delay**

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

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

**65. Consequences of Force Majeure**

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

- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and

- (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].
- 65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.
- 66. Force Majeure Affecting Subcontractor**
- 66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.
- 67. Optional Termination, Payment and Release**
- 67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Subclause 73.5 [Termination].
- 67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include
- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
  - (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
  - (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
  - (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
  - (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.
- 68. Release from Performance**
- 68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or

unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,

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

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

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| <b>69. Completion</b>                        | 69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.  |
| <b>70. Taking Over</b>                       | 70.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.  |
| <b>71. Final Account</b>                     | 71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. |
| <b>72. Operating and Maintenance Manuals</b> | <p>72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.</p> <p>72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the <b>PCC</b> pursuant to GCC 72.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the <b>PCC</b> from payments due to the Contractor.</p>   |
| <b>73. Termination</b>                       | <p>73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> </ul>   |

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Security, which is required;
- (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; and
- (i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].

73.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 73.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

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

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

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to

- influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding ADB’s contractual rights of audit or access to information; and
  - (vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a

stated period of time, to participate<sup>2</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

- 75. Payment upon Termination**
- 75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 76. Property**
- 76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 77. Release from Performance**
- 77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.
- 78. Suspension of ADB Loan or Credit**
- 78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,
- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
  - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.

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



**79. Eligibility**

- 79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
- 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## Section 8 -Particular Conditions of Contract (PCC)

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institution is Asian Development Bank (ADB).
<b>GCC1.1 (r)</b>	The Employer is <i>Civil Aviation Authority of Nepal</i> .
<b>GCC1.1 (w)</b>	The Intended Completion Date for the whole of the Works shall be <b>450 days</b> .
<b>GCC 1.1 (cc)</b>	The Project Manager is <i>Construction Supervision Consultant</i> <i>(to be determined later)</i> .
<b>GCC 1.1 (ff)</b>	The Site is located at <i>Tribhuvan International Airport, Kathmandu and is defined in Drawing No. GE-1, General Layout Plan</i> .
<b>GCC 1.1 (ii)</b>	The Start Date shall be <i>14 days after signing of the Contract Agreement</i> .
<b>GCC1.1 (mm)</b>	<p>The Works consist of</p> <p style="margin-left: 40px;"><u>A08: Sewage Treatment System:</u></p> <ul style="list-style-type: none"> <li>- Sewage lines, manholes and septic tank, and turnout of existing sewage lines from ITB to new sewage treatment system.</li> </ul> <p style="margin-left: 40px;"><u>A09: Water Supply System:</u></p> <ul style="list-style-type: none"> <li>- New deep tube well up to 300 m depth, purification system, piping network, power supply, etc.</li> </ul> <p style="margin-left: 40px;"><u>A10: Incinerator Facilities:</u></p> <ul style="list-style-type: none"> <li>- Incinerators with roof housing, separation hut, solid waste shed, guard house, ash pocket, pavement, drainage, fencing, landscaping, etc.</li> </ul> <p style="margin-left: 40px;"><u>B06: Pump House:</u></p> <ul style="list-style-type: none"> <li>- New pump house with underground water tanks, internal fire hydrant system, piping work etc.</li> </ul>
<b>GCC 2.2</b>	<p>Sectional Completions are:</p> <ul style="list-style-type: none"> <li>• A08, Sewage Treatment System: 300 days from Start Date.</li> <li>• A09, Water Supply System: 450 days from Start Date.</li> <li>• A10, Incinerator Facilities: 450 days from Start Date.</li> <li>• B06, Pump House: 300 days from Start Date.</li> </ul>
<b>GCC 2.3 (j)</b>	<p>The following documents also form part of the Contract:</p> <ol style="list-style-type: none"> <li>1) <i>Technical Proposal</i></li> <li>2) <i>Documents as follows: (Addendum, Bidder's Clarification, Minutes of Contract Negotiation, Joint Venture Agreement (in case bidder is Joint Venture), Supplementary Appendix to Contract Agreement).</i></li> </ol>

<b>GCC 3.1</b>	<p>The language of the Contract is <i>English</i>.</p> <p>The law that applies to the Contract is the law of <i>Nepal</i>.</p>
<b>GCC 10.1</b>	<p><i>The Project Manager shall obtain prior approval of Employer for the following contractual matters:</i></p> <ul style="list-style-type: none"> <li><i>a) Extension of Intended Completion Date (Clause 36)</i></li> <li><i>b) Variations (Clause 47)</i></li> <li><i>c) Additional cost due to Compensation Event (Clause 51)</i></li> </ul>
<b>GCC 11.1</b>	<p>The Project Manager <i>may delegate any of his duties and responsibilities</i>.</p>
<b>GCC 13</b>	<p>Add Sub-clause 13.2 as below:</p> <p><i>13.2 Maximum percentage of sub-contracting permitted is: 40% of the total Contract Amount. The proposed Subcontractor shall meet, on a pro rate basis, the following criteria as specified in Section 3: Evaluation and Qualification Criteria:</i></p> <ul style="list-style-type: none"> <li><i>(i) Average Annual Construction/ Work Turnover;</i></li> <li><i>(ii) Financial Resources;</i></li> <li><i>(iii) Construction Experience in Contract of Similar Size and Nature that is similar to the proposed subcontract.</i></li> </ul>
<b>GCC14.1</b>	<p>Schedule of other contractors:</p> <ul style="list-style-type: none"> <li>• <i>ATCEP/NCB-01: Runway Extension &amp; Associated Works, (Intended Completion Date 18 months).</i></li> <li>• <i>ATCEP/NCB-02: International Terminal Building Expansion and Reconfiguration &amp; Associated Works, (Intended Completion Date 21 months).</i></li> </ul>
<b>GCC 15</b>	<p>Add GCC sub-clauses 15.4 and 15.5 as below:</p> <p><i>15.4 The Contractor shall submit, to the Project Manager, details showing the number of each class of Contractor's Personnel and Labour; each type of Contractor's Equipment on the Site with number of hours worked by and condition of each item and each type of Materials delivered to the Site and materials consumed in the works. Details shall be submitted each calendar month or earlier if requested, in a form approved by the Project Manager, until the Contractor has completed all work.</i></p> <p><i>15.5 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on or near the Site.</i></p>
<b>GCC19.1</b>	<p>The minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> <li>a) <i>for loss of or damage to the Works, Plant and Materials: 110 % of Contract Amount; and maximum deductible for insurance –NRs 500,000 (five hundred thousand).</i></li> <li>b) <i>for loss or damage to Equipment: NRs 2,000,000.00 (two million); and</i></li> </ul>

	<p><i>maximum deductible for insurance-NRs 50,000 (fifty thousand).</i></p> <p>c) for loss or damage to property (except the Works, Plant and Materials, and equipment) in connection with Contract:</p> <p><i>NRs. 1,000,000.00 per occurrence with unlimited number of occurrences; and maximum deductible for insurance-NRs 25,000 (twenty five thousand).</i></p> <p>d) for personal injury or death:</p> <p>i) for the Contractor's employees is: <i>as per the Labor Act of Nepal.</i></p> <p>ii) for other people is: <i>NRs 1,000,000.00 (one million) per person for 25 persons with unlimited number of occurrences.</i></p>
<b>GCC20.1</b>	<p><i>Delete the content of the GCC Sub-clause 20.1 entirely and replace with the following Sub-clause 20.1:</i></p> <p><i>The Contractor, in preparation of the Bid, shall refer the following Site Investigation Reports: "Information on Local Construction Materials" as broad and general information only. It shall be assumed that the Contractor has inspected the Site and ascertained availability of materials in required quality and quantity before quoting his rates for the items of works in the Bill of Quantities.</i></p>
<b>GCC23.1</b>	<p><i>Delete the content of the GCC Sub-clause 23.1 entirely and replace with the following Sub-clause 23.1:</i></p> <p><i>The Contractor shall carry out design of permanent Work to the extent specified in the PCC. The Contractor shall promptly submit to the Project Manager all designs prepared by him. Within 14 days of receipt, the Project Manager shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Project Manager or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary. The Contractor shall require approval of design of permanent work before executing this work.</i></p> <p>The following shall be designed by the Contractor:</p> <ul style="list-style-type: none"> <li>- <i>Raw Water Supply (Deep Tubewell) and</i></li> <li>- <i>Incinerator Facilities.</i></li> </ul>
<b>GCC 24</b>	<p><i>Add Sub-clauses 24.2 and 24.3 as below:</i></p> <p><i>24.2 The Contractor shall</i></p> <ul style="list-style-type: none"> <li><i>(a) comply with all applicable safety regulations</i></li> <li><i>(b) take care for the safety of all persons entitled to be on the Site</i></li> <li><i>(c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons.</i></li> </ul>

	<p>(d) provide fencing, lighting, guarding and watching of the Works until Completion and Taking Over under Clauses 69 and 70.</p> <p>(e) provide any Temporary Works (including roadways, footways, guard and fence) which may be necessary, because of execution of the Works for the use and protection of the public and of owners and occupants of adjacent land.</p> <p>24.3 All accidents shall be reported to the local authorities in accordance with the requirements of local laws and regulations. The Contractor shall also report to the Project Manager the details of the accident as soon as possible.</p>
<b>GCC26.1</b>	<p>The Site Possession Date shall be:</p> <ul style="list-style-type: none"> <li>• Area of Site for the establishment of Contractor's Temporary Facilities (Office, Yard, Store, Site Laboratory, etc.) immediately at the Start Date.</li> <li>• Area of Site for Works in parts depending upon Contractor's approved Program, Method Statement, Safety management and Security control and Construction preparation (i.e. materials, equipment and personnel).</li> </ul>
<b>GCC29.1</b>	Appointing Authority for the Adjudicator: <i>Nepal Council of Arbitration (NEPCA)</i> .
<b>GCC30.3</b>	<p>The Adjudicator fee and associated expenses shall be paid as per the schedule of fees, published by the NEPCA.</p> <p><i>The Contractor shall pay the invoice of the Adjudicator in full within 42 calendar days after receiving the invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of this invoice. The Employer shall then pay the Contractor in accordance with the Contract.</i></p>
<b>GCC30.4</b>	<p>The Institution whose Arbitration procedures shall be used:</p> <p>(a) Contracts with foreign contractors:</p> <p>International arbitration shall be conducted in accordance with Rules of the Singapore International Arbitration Center (SIAC).</p> <p>Arbitration shall be administered by Singapore International Arbitration Center (SIAC).</p> <p>The place of arbitration shall be: Singapore.</p> <p>(b) Contracts with domestic contractors:</p> <p><i>Nepal Council of Arbitration (NEPCA)</i></p> <p>Arbitration shall be conducted in accordance with the laws of Nepal. The place for Arbitration shall be: <i>Kathmandu, Nepal.</i></p>
<b>B. Staff and Labour</b>	
<b>GCC 32</b>	Add to after last sentence in clause 32.1:

	<i>The Contractor shall not use any material produced employing child labour. "Child" means a child below the statutory minimum age specified under applicable national, provincial or local law.</i>												
<b>C. Time Control</b>													
<b>GCC 35.1</b>	The Contractor shall submit a revised Program for the Works within: <i>28 days from the date of the Letter of Acceptance.</i> <i>The Program shall include the Milestones for construction.</i>												
<b>GCC 35.3</b>	The period between Program updates is: <i>45 days</i> The amount to be withheld for late submission of an updated Program is: <i>NRs750,000.00 (seven hundred fifty thousand).</i>												
<b>D. Quality Control</b>													
<b>GCC 43.1</b>	The Defects Liability Period is: <i>365 days.</i>												
<b>E. Cost Control</b>													
<b>GCC 49.2</b>	<i>Delete the content of the GCC Sub-clause 49.2 entirely and replace with the following Sub-clause 49.2:</i>  <i>The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 28 days of the receipt of the monthly statement from the Contractor.</i>  <i>Minimum amount of Payment Certificate shall be 5% (five percent) of the Contract Amount less Provisional Sum and VAT.</i>												
<b>GCC 49.7</b>	<i>Add new GCC Sub-clause 49.7 as below:</i>  <i>The value of work executed shall comprise any amounts to be added and deducted for the Plant and Materials in accordance with Sub-clause 89 [Plants and Materials intended for the Work].</i>												
<b>GCC 53.1</b>	The currency of the Employer's Country is: <i>Nepalese Rupee.</i>												
<b>GCC 54.1</b>	The Contract is <i>not</i> subject to price adjustment in accordance with Clause 54.1 of the General Conditions of Contract.												
<b>GCC 55.1</b>	The proportion of payments retained is <i>Five (5) percent.</i>												
<b>GCC 56.1</b>	The liquidated damages for the whole of the Works are: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Section Name/Description</i></th> <th style="text-align: left;"><i>Time for Completion</i></th> <th style="text-align: left;"><i>Liquidated Damage</i></th> </tr> </thead> <tbody> <tr> <td><i>A08: Sewage Treatment System</i></td> <td><i>300 days</i></td> <td><i>0.05% per day of price of this section.</i></td> </tr> <tr> <td><i>A09: Water Supply System</i></td> <td><i>450 days</i></td> <td><i>0.05% per day of price of this section and General Requirements.</i></td> </tr> <tr> <td><i>A10: Incinerator Facilities</i></td> <td><i>450 days</i></td> <td><i>0.05% per day of price of</i></td> </tr> </tbody> </table>	<i>Section Name/Description</i>	<i>Time for Completion</i>	<i>Liquidated Damage</i>	<i>A08: Sewage Treatment System</i>	<i>300 days</i>	<i>0.05% per day of price of this section.</i>	<i>A09: Water Supply System</i>	<i>450 days</i>	<i>0.05% per day of price of this section and General Requirements.</i>	<i>A10: Incinerator Facilities</i>	<i>450 days</i>	<i>0.05% per day of price of</i>
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			<i>this section.</i>
	<i>B06: Pump House</i>	<i>300 days</i>	<i>0.05% per day of price of this section.</i>
	The maximum amount of liquidated damages for the whole of the Works is: <i>10 percent of the Contract Price.</i>		
<b>GCC 57.1</b>	The Bonus for the whole of the Works is: <i>Not Applicable.</i>		
<b>GCC 58.1</b>	<p>The Advance Payment shall be:</p> <p><i>Fifteen (15) percent of the Accepted Contract Price excluding the Provisional Sums, Day works and VAT in two instalments of each seven and half (7.5) percent</i></p> <p>and</p> <p>shall be paid to the Contractor <i>no later than 28 days after receiving acceptable Advance Payment Security (in amounts and currencies and proportions payable in accordance with Clause 58) for each installment and accomplishment of the following requirements.</i></p> <p><b>First Instalment:</b> <i>Seven and half (7.5) percent after signing of Contract Agreement.</i></p> <p><b>Second Instalment:</b> <i>Seven and half (7.5) percent after the Contractor completes the following activities:</i></p> <ul style="list-style-type: none"> <li>- <i>Mobilization of Key Personnel (Construction Manager, Civil Engineer, Geo-hydrologist, Electrical Engineer, Mechanical Engineer);</i></li> <li>- <i>Establishment of Contractor's Office and Yard in proper working conditions with personnel to assist preparation of all necessary documents specified in Specification 10 000, office equipment, power supply, sanitary system;</i></li> <li>- <i>Establishment of functional Site Laboratory with delivery of laboratory equipment and other equipment and personnel;</i></li> <li>- <i>Submission of confirmed schedule for Delivery of Plant (Concrete Batching Plant);</i></li> <li>- <i>Submission of Delivery schedule of Equipment at Site.</i></li> </ul> <p><i>The second installment of Advance Payment shall be made within 28 days of the date of certification by the Project Manager that above activities set for its payment are accomplished by the Contractor.</i></p> <p><i>The Contractor shall submit the details of the utilization of the advance so paid within 90 days from the date of payment of advance to the Project Manager for review and for onward transmission to the Employer. In case it is determined that the advance payment had not been utilized by the Contractor for the purpose for which it has been paid, the outstanding amount shall be liable for immediate recovery.</i></p>		
<b>GCC 58.3</b>	<p>Add at the end of the paragraph of GCC Sub-clause 58.3 as follows:</p> <p><i>Deductions shall commence in the next payment certificate following that in which the total of all certified payments of Works exceeds thirty (30) percent of the Contract Amount less Provisional Sum and VAT.</i></p>		

	<p><i>Deduction shall be made at the amortization rate of thirty (30) percent of the amount of each payment certificate until such time as the advance payment shall have been repaid completely, provided that the advance payment shall be completely repaid by the time when eighty (80) percent of the Contract Amount less Provisional Sum and VAT has been certified for payment.</i></p>
<b>GCC 59.1</b>	<p><i>The Performance Security shall be in the form of an unconditional bank guarantee in the amount(s) of <u>ten percent (10%)</u> of the Contract Price.</i></p> <p><i>If the Performance Security is issued by a bank located outside Nepal, it shall be counter guaranteed by a commercial bank established in Nepal.</i></p> <p><i>When additional performance security is required due to seriously unbalanced or front-loaded bid in accordance with ITB 36.5, the Employer shall specify the percentage of the performance security and the terms for its release.</i></p>
<p><b>G. Finishing the Contract</b></p>	
<b>GCC 69.1</b>	<p><i>Delete the content of GCC Sub-clause 69.1 entirely and Replace by the following:</i></p> <p><i>When the Contractor considers that the Works are complete, the Contractor shall request the Project Manager to issue a Certificate of Completion of the Works. The Project Manager will examine the Works and either issue the Certificate or issue a list of essential work which must be executed before a Certificate can be issued. In compiling this list of essential work the Project Manager shall include as a minimum, all work still requiring to be executed in order that the Employer can take over the Works in accordance with GCC Sub-clause 70.1. The Project Manager may prepare a punch list, separately, other minor works required to complete the Contract which he agrees, may be executed within a specified period as determined by the Project Manager. Such works shall under no circumstances amount to more than 1 (one) percent of the Contract Price excluding Provisional Sum. On completion of the listed essential work the Contractor shall again request for the issue of Certificate of Completion. On being examined that the listed essential works are complete, the Project Manager will issue the Certificate. The Certificate shall clearly state the date on which the Works were completed and that date shall be the date of commencement of the Defects Liability Period.</i></p>
<b>GCC 70.1</b>	<p><i>Add following GCC Sub-clause 70.2:</i></p> <p><b>70.2 Taking-Over of Parts of the Works</b></p> <p><i>The Project Manager may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Works.</i></p> <p><i>The Employer shall not use any part of the works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Project Manager has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking Over Certificate is issued:</i></p> <p><i>(a) the part which is used shall be deemed or have been taken over as from the date on which it is used,</i></p>



	<p>(b) <i>the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and</i></p> <p>(c) <i>if requested by the Contractor, the Project Manager shall issue a Taking Over Certificates for this part.</i></p> <p><i>After the Project Manager has issued a Taking Over Certificate for a part of the works, the Contractor, shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Test. The Contractor shall carry out these Tests as soon as practicable before the expiry date of the relevant Defects Liability Period.</i></p> <p><i>If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Project Manager and (ii) be entitled subject to Sub-Clause 51.1(d) (Compensation Events) to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Project Manager shall determine this Cost and profit.</i></p> <p><i>If a Taking Over Certificate has been issued for a part of the Works (other than a Section), the liquidated damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the liquidated damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking Over Certificate, the proportional reduction in these liquidated damages shall be calculated as the proportion which the value of part so certified bears to the value of the Works or section (as the case may be) as a whole. The Project Manager shall determine these proportions. The Provision of this paragraph shall only apply to the daily rate of liquidated damages under Sub-Clause 56 (Liquidated Damages), and shall not affect the maximum amount of these damages.</i></p>
<b>GCC 72.1</b>	<p>The date by which operating and maintenance manuals are required is:</p> <p><i>Thirty (30) days prior to issue of Completion Certificate.</i></p> <p>The date by which “as built” drawings are required is:</p> <p><i>Thirty (30) days before the completion of Defects Liability Period.</i></p>
<b>GCC72.2</b>	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required ( in GCC 72.1) is:</p> <p><i>NRs. 500,000.00.</i></p>
<b>GCC 73.2 (h)</b>	<p>The maximum number of days is: 200.</p>
<b>GCC 75.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is:</p> <p><i>Twenty Five (25) percent.</i></p>
<b>Add the following New GCC Clauses.</b>	

<p><b>GCC 80</b></p> <p><b>Contractor's Management</b></p>	<p><i>The Contractor shall refer to 2.0, Division 10010, Section 10000 of Specifications of the Contract.</i></p> <p><i>The Contractor shall appoint Construction Manager and shall give him all authority necessary to act on the Contractor's behalf for execution and management of Works and Site as per the Contract.</i></p> <p><i>The Contractor shall appoint the Contractor's Representative and give him all necessary authority to represent the Contractor's behalf under the Contract. The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. The Contractor's Representative shall be well qualified senior personnel with earlier experience as Contractor's Representative of projects of similar nature and complexity. He should have at least bachelor degree of engineering or management with sound knowledge/skill of project management. The Contractor shall, prior to the Start Date, submit to the Project Manager for approval the name and particulars of the person the Contractor proposed to appoint as Contractor's Representative.</i></p> <p><i>The Contractor shall submit to the Project Manger the job description and responsibilities, line of command of Construction Manager and Contractor's Representative. The Contractor shall ensure proper coordination and cooperation between Construction Manager and Contractor's Representative for execution and management of the Works as per the Contract.</i></p> <p><i>If the Contractor's Representative or Construction Manager is to be temporarily absent from the Site during execution of the Works, a suitable replacement person shall be appointed, subject to the Project Manager's prior approval, and Project Manager shall be notified accordingly.</i></p> <p><i>If the approval is withheld or subsequently revoked in terms Sub-clause 15 (Personnel and Equipment), or appointed person fails to act as Construction Manager or Contractor's Representative, the Contractor shall similarly submit the names and particulars of another suitable person for such appointment.</i></p> <p><i>The Contractor shall not, without prior approval of the Project Manager, revoke the appointment of the Construction Manager and Contractor's Representative, or appoint a replacement.</i></p> <p><i>The Contractor's Representative shall, on behalf of the Contractor, receive instructions of the Project Manager.</i></p>
<p><b>GCC 81</b></p> <p><b>Protection of Environment</b></p>	<p><i>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to the people and property resulting from pollution, noise and other results of the operations.</i></p> <p><i>The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.</i></p>
<p><b>GCC 82</b></p> <p><b>Avoidance of Interference</b></p>	<p><i>The Contractor shall not interfere unnecessarily or improperly with:</i></p> <ul style="list-style-type: none"> <li><i>(a) the convenience of the public, or</i></li> <li><i>(b) the access to and use and occupation of all roads and footpaths,</i></li> </ul>

	<p><i>irrespective of whether they are public or in the possession of the Employer or others.</i></p> <p><i>The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expense) resulting from any such unnecessary or improper interference.</i></p>
<b>GCC 83 Access Route</b>	<p><i>The Contractor shall be deemed to have been satisfied as to the suitability and availability of the access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic, or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.</i></p> <p><i>Except as otherwise stated in these Conditions:</i></p> <ul style="list-style-type: none"> <li><i>(a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of the access routes;</i></li> <li><i>(b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;</i></li> <li><i>(c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;</i></li> <li><i>(d) the Employer does not guarantee the suitability of availability of particular access routes;</i></li> <li><i>(e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</i></li> </ul>
<b>GCC 84 Transport of Goods</b>	<p><i>Unless otherwise stated in the PCC:</i></p> <ul style="list-style-type: none"> <li><i>(a) the Contractor shall give the Project Manager not less than 14 day's notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</i></li> <li><i>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and</i></li> <li><i>(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from transport of Goods, and shall negotiate and pay all claims arising from their transport.</i></li> </ul>
<b>GCC 85 Electricity, Water and Gas</b>	<p><i>The Contractor shall be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.</i></p> <p><i>The Contractor shall not use water source adversely affecting the local communities. Where a scarcity of water is expected to arise, the Contractor shall explore and tap alternate sources of safe water.</i></p>
<b>GCC 86 Employer's Equipment and Free-Issue Materials</b>	<p><i>The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:</i></p> <ul style="list-style-type: none"> <li><i>(a) the Employer shall be responsible for the Employer's Equipment, except that</i></li> <li><i>(b) the Contractor shall be responsible for each item of Employer's</i></li> </ul>

	<p><i>Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.</i></p> <p><i>The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Project Manager. The Contractor shall pay these amounts to the Employer.</i></p> <p><i>The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Project Manager of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.</i></p> <p><i>After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.</i></p>
<p><b>GCC 87 Security of the Site</b></p>	<p><i>Unless otherwise stated in the PCC:</i></p> <ul style="list-style-type: none"> <li><i>(a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and</i></li> <li><i>(b) authorized persons shall be limited to the Contractor's Personnel and the Employer's Personnel, and to any other personnel notified to the Contractor, by the Employer or the Project Manager, as authorised personnel of the Employer's other contractors on the Site.</i></li> </ul>
<p><b>GCC 88 Working Hours</b></p>	<p><i>No work shall be carried out on the Site on locally recognized days of rest, unless:</i></p> <ul style="list-style-type: none"> <li><i>(a) otherwise stated in the Contract,</i></li> <li><i>(b) the Project Manager gives approval, or</i></li> <li><i>(c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.</i></li> </ul>
<p><b>GCC 89 Plants and Materials intended for the Works</b></p>	<p><i>Add GCC Sub-clause 89 as follows:</i></p> <p><i>If this Sub-clause applies, Payment Certificates shall include, under Sub-clause 49.7, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under 49.4 (b) and 49.5.</i></p> <p><i>If the lists referred to in the sub-paragraphs (b) (i) or (c) (i) below are not included in the Schedules this Sub-clause shall not apply.</i></p> <p><i>The Project Manager shall determine and certify each addition if the following conditions are satisfied:</i></p> <ul style="list-style-type: none"> <li><i>(a) the Contractor has:</i> <ul style="list-style-type: none"> <li><i>(i) kept satisfactory records (including the orders, packing list,</i></li> </ul> </li> </ul>

	<p><i>certificate of origin, insurance, receipts, customs duties, Costs and use of Plant and Materials) which are available for inspection, and</i></p> <p>(ii) <i>submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;</i></p> <p><i>and either:</i></p> <p>(b) <i>the relevant Plant and Materials:</i></p> <p>(i) <i>are those listed in the Schedules for payment when delivered to the Site, and</i></p> <p>(ii) <i>have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.</i></p> <p><i>The additional amount to be certified shall be the equivalent up to seventy percent (70%) of the Project Manager's determination of the cost of the Plant and Materials (including delivery to Site), taking into account of the documents mentioned in this Sub-clause of the contract value of the Plant and Materials.</i></p> <p><i>Schedule of Plant and Materials for payment when delivered to the Site (in complete set including accessories):</i></p> <table border="1"> <thead> <tr> <th><i>S.N.</i></th> <th><i>Description</i></th> </tr> </thead> <tbody> <tr> <td><i>1</i></td> <td><i>50kVA Generator</i></td> </tr> <tr> <td><i>2</i></td> <td><i>150 kVA Transformer</i></td> </tr> <tr> <td><i>3</i></td> <td><i>Lighting Fixture</i></td> </tr> <tr> <td><i>4</i></td> <td><i>Pumps</i> <i>4.1 Raw Water Pump</i> <i>4.2 Treated Water Pump</i> <i>4.3 Fire Protection Pump</i> <i>4.4 Deep Tube well Pump</i></td> </tr> <tr> <td><i>5</i></td> <td><i>Water Supply Pipe (with fittings)</i></td> </tr> <tr> <td><i>6</i></td> <td><i>Fire Protection Pipe (with fittings)</i></td> </tr> </tbody> </table>	<i>S.N.</i>	<i>Description</i>	<i>1</i>	<i>50kVA Generator</i>	<i>2</i>	<i>150 kVA Transformer</i>	<i>3</i>	<i>Lighting Fixture</i>	<i>4</i>	<i>Pumps</i> <i>4.1 Raw Water Pump</i> <i>4.2 Treated Water Pump</i> <i>4.3 Fire Protection Pump</i> <i>4.4 Deep Tube well Pump</i>	<i>5</i>	<i>Water Supply Pipe (with fittings)</i>	<i>6</i>	<i>Fire Protection Pipe (with fittings)</i>
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## Section 9 - Contract Forms

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

### Table of Forms

<b>Letter of Acceptance .....</b>	<b>9-2</b>
<b>Contract Agreement .....</b>	<b>9-3</b>
<b>Performance Security .....</b>	<b>9-6</b>
<b>Advance Payment Security .....</b>	<b>9-7</b>

# Letter of Acceptance

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

..... date. ....

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

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

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

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

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

WHEREAS the Employer desires that the Works known as . . . . . *name of the contract*. . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Contract Agreement,
  - (b) the Letter of Acceptance,
  - (c) the Letters of Technical Bid and Price Bid,
  - (d) the Particular Conditions of Contract,
  - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
  - (f) the General Conditions of Contract,
  - (g) the Specification,
  - (h) the Drawings,
  - (i) the Completed Activity Schedules or Bill of Quantities, and
  - (j) any other documents shall be added here.<sup>1</sup>
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

---

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



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

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

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

### Supplementary Appendix to the Contract Agreement

Contract No. \_\_\_\_\_

Signed Between *[Name of the Executing Agency]* and *[Name of the Contractor]* for the *[Name of the Contract]* on \_\_\_\_\_ [date] \_\_\_\_\_.

#### CONFIRMATION OF MOBILIZATION OF KEY STAFF AND EQUIPMENT

Pursuant to the above referred contract signed between the two parties, it is reconfirmed by *[Name of the Agency/Contractor]*, that the key staff and equipment indicated in the **Section 6 Employer's Requirement** will be deployed in the field duration of the contract including any mutually agreed extended date of completion of the contract. This **Supplementary Appendix** shall be read in conjunction with the Contract.

It is further confirmed by *[Name of the Contractor]* that the key staff and equipment will not be demobilized from the project site without the specific approval of the Project Manager. Any demobilization will only be due to reasons beyond the control of *[Name of the Contractor]* and approval of the Project Manager.

In case, some staff is allowed to proceed on leave, *[Name of the Contractor]* will provide alternate field staff acceptable to the Project Manager during the absence of the original mobilized staff. Such leave may be planned with the status of physical progress and construction schedule.

Similarly, in case of any or some of the equipment are not in working condition or are being subject to repairs or routine maintenance, **(Name of the Contractor)**, will mobilize alternate at the earliest and without affecting the progress of the contract.

The Project Manager or his authorized representative will review every fortnight the status of mobilization of key staff and equipment. In case non-compliance is observed consistently over a period of 30 days, the Project Manager will take remedial action as per the provisions of the Contract.

\_\_\_\_\_  
Authorized Representative of Executing Agency

\_\_\_\_\_  
Authorized Representative of Contractor

# Performance Security

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** ..... *Name and address of employer*.....

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that . . . . . *name of the contractor*. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . *reference number of the contract*. . . . . dated . . . . . with you, for the execution of . . . . . *name of contract and brief description of works*. . . . . (hereinafter called "the Contract").

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

At the request of the Contractor, we . . . . . *name of the bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in figures*<sup>2</sup>. . . . . (*amount in words*. . . . . ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , . . . . .<sup>3</sup>, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>4</sup>

.....  
*Seal of Bank and Signature(s)*

**-- Note to Bidder --**

*If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.*

<sup>1</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.  
<sup>2</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer.  
<sup>3</sup> Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."  
<sup>4</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

# Advance Payment Security

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** ..... *Name and address of employer*.....

**Date:** .....

**Advance Payment Guarantee No.:** .....

We have been informed that . . . . . *name of the contractor*. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . *reference number of the contract*. . . . . dated . . . . . with you, for the execution of . . . . . *name of contract and brief description of works*. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . *name of the currency and amount in figures*<sup>2</sup>. . . . . (*amount in words*. . . . . ) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . *name of the bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in figures*<sup>3</sup>. . . . . (*amount in words*. . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . *contractor's account number*. . . . . at . . . . . *name and address of the bank*. . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the . . . day of . . . . .<sup>4</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*).

.....  
*Seal of Bank and Signature(s)*

**-- Note to Bidder --**

*If the institution issuing the advance payment security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.*

1 All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.  
2 The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the employer.  
3 Footnote 2.  
4 Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."