

Ministry of Physical Infrastructure and Transport,
Department of Roads



Government of Nepal



NAGDHUNGA TUNNEL CONSTRUCTION PROJECT

LOAN AGREEMENT No. (NE-P10)

CONTRACT No. DOR - NTCP -W-ICB-01

BIDDING DOCUMENTS

Part 1 Bidding Procedures

Part 2 Works requirements

Part 3 Conditions of Contract & Contract Forms

Part 1 Bidding Procedures

Section - I Instructions to Bidders (ITB)

Section - II Bid Data Sheet (BDS)

Section - III Evaluation and Qualification Criteria (EQC)

1. Evaluation

1.1 Evaluation of Technical Bids

1.1.1 Assessment of Adequacy of Technical Proposal with Requirement

1.1.2 Executing Organization

1.1.3 Method Statement

1.1.4 Construction Programme

1.1.5 Mobilization Schedule

1.1.6 Safety Plan

1.1.7 Ventilation System and Dust Countermeasure Plan during Tunnel
Construction

1.1.8 Personnel

1.1.9 Construction Equipment

1.1.10 Tunnel Facilities

1.2 Evaluation of Price Bids

1.2.1 Quantifiable Nonmaterial, Nonconformities and Omissions

2. Qualification

2.1 Eligibility

2.2 Historical Contract Non-Performance

2.3 Financial Situation

2.4 Experience

2.4.1 General Construction Experiences

2.4.2 Specific Construction Experience

2.5 Financial Resources

Section - IV Bidding Forms (BDF)

A. Bid Security

B. Technical Bid

Letter of Technical Bid

Technical Proposal

a. Executing Organization

b. Method Statement

c. Construction Programme

d. Mobilization Schedule

e. Safety Plan

f. Ventilation and Dust Countermeasure during Tunnel Construction

g. Personnel

h. Construction Equipment

i. Tunnel Facilities

Bidders Qualifications

C. Price Bid

Letter of Price Bid

Schedule of Adjustment Data

Bill of Quantities

Schedule of Dayworks Rates

Schedule of Daywork Rates: 1. Labour

Schedule of Daywork Rates: 2. Materials

Schedule of Daywork Rates: 3. Contractor's Equipment

Dayworks Summary

Summary of Specified Provisional Sums

Grand Summary

D. Forms

- ◆ Form of Bid Security
- ◆ Form PER - 1: Proposed Personnel
- ◆ Form PER - 2: Resume of Proposed Personnel
- ◆ Form PER -3: Specific Experience of Proposed Personnel
- ◆ Form EQU-1: Equipment
- ◆ Form EQU-2: Specific Tunnel Construction Equipment
- ◆ Form MC: Manufacturer's Certificate for Specific Tunnel Construction Equipment
- ◆ Form TF: Tunnel Facilities
- ◆ Form MA: Manufacturer's Authorization for Tunnel Facilities
- ◆ Form ELI – 1: Bidder Information Form
- ◆ Form ELI – 2: Bidder's Party Information Form
- ◆ Form CON: Historical Contract Non-Performance
- ◆ Form FIN - 1: Financial Situation
- ◆ Form FIN - 2: Average Annual Construction Turnover
- ◆ Form FIR - 1: Financial Resources
- ◆ Form FIR - 2: Current Contract Commitments
- ◆ Form EXP - 1: General Construction Experience
- ◆ Form EXP - 2(a): Specific Construction Experience
- ◆ Form EXP - 2(b): Construction Experience in Key Activity No.1
- ◆ Form EXP - 2(c): Construction Experience in Key Activity No.2
- ◆ Form EXP - 2(d): Construction Experience in Key Activity No.3
- ◆ Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

Section - V Eligible Source Countries of Japanese ODA Loans

Part 2 Works requirements

Section - VI Works Requirements (WR)

VI-A: Scope of Works (SOW)

VI-B: Standard Specifications (SS)

VI-C: Special Provisions to Standard Specifications (SPSS)

 Volume-I: Road and Bridges Works

 Volume-II: Tunnelling Works and Facilities

VI-D: Drawings

VI-E: Personnel Requirements (PR)

VI-F: Equipment Requirements (ER)

VI-G: Tunnel Facilities Requirements (TFR)

VI-H: Prefabricated Septic Tank Requirements

VI-I: Standard Specifications for Water Supply Works (SSWS)

VI-J: Drawings – Water Supply Works

Part 3 Conditions of Contract & Contract Forms

Section - VII General Conditions of Contract (GCC)

Section - VIII Particular Conditions of Contract (PCC)

Part A - Contract Data

Part B - Specific Provisions

Section - IX Annex to the Particular Conditions – Contract Forms (CF)

Letter of Acceptance

Contract Agreement

Performance Security

Advance Payment Security

Retention Money Security

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PART 1: BIDDING PROCEDURES (SECTIONS I to V)

Table of Contents

PART 1 –Bidding Procedures.....	3
Section I: Instructions to Bidders (ITB)	4
Section II: Bid Data Sheet (BDS)	27
Section III: Evaluation and Qualification Criteria (EQC).....	33
Section IV: Bidding Forms (BDF)	50
Section V: Eligible Source Countries of Japanese ODA Loans	133

PART 1 –Bidding Procedures

Section I: Instructions to Bidders (ITB)

Table of Contents

A. General	6
1. Scope of Bid	6
2. Source of Funds	6
3. Corrupt and Fraudulent Practice	6
4. Eligible Bidders	8
5. Eligible Materials, Equipment, and Services	9
B. Contents of Bidding Documents	9
6. Sections of Bidding Documents	9
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	10
8. Amendment of Bidding Documents	11
C. Preparation of Bids	11
9. Cost of Bidding	11
10. Language of Bid	11
11. Documents Comprising the Bids	11
12. Letters of Bid and Schedules	12
13. Alternative Bids	12
14. Bid Prices and Discounts	13
15. Currencies of Bid and Payment	14
16. Documents Comprising the Technical Proposal	14
17. Documents Establishing the Qualification of the Bidder	14
18. Period of Validity of Bids	15
19. Bid Security	15
20. Format and Signing of Bid	16
D. Submission and Opening of Bids	17
21. Sealing and marking of Bids	17
22. Deadline for Submission of Bids	18
23. Late Bids	18
24. Withdrawal, Substitution, and Modification of Bids	18
25. Bid Opening	18
E. Evaluation and Comparison of Bids	20

26.	Confidentiality	20
27.	Clarification of Bids.....	20
28.	Deviations, Reservations, and Omissions.....	21
29.	Preliminary Examination of Technical Bids.....	21
30.	Qualification of the Bidder	21
31.	Determination of Responsiveness of Technical Bid.....	22
32.	Nonmaterial Nonconformities	22
33.	Correction of Arithmetical Errors.....	23
34.	Conversion to Single Currency.....	23
35.	Subcontractors	23
36.	Evaluation of Price Bids	24
37.	Comparison of Bids	24
38.	Employer's Right to Accept Any Bid, and Right to Reject Any or All Bids	24
F.	Award of Contract.....	25
39.	Award Criteria	25
40.	Notification of Award.....	25
41.	Signing of Contract.....	25
42.	Performance Security.....	25

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (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 **specified in the BDS** has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter called “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS** toward the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract for which these Bidding Documents are issued.
 - 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.
 - 2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practice**
 - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;
 - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognise a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded

with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and

- (c) will recognise a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross-debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April 2010 (as amended from time to time). JICA will recognise the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognise a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor. If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.
 - (b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.
 - (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a Bidder or as a member of a JV. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.
 - (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.
- 4.3 A Bidder, and all members constituting the Bidder, shall be from any of the eligible source countries as indicated in Section V, Eligible Source Countries of Japanese ODA Loans.
- 4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a

contract.

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| 4.5 | This bidding is open only to prequalified Bidders unless specified in the BDS. |
| 4.6 | A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| 5. Eligible Materials, Equipment, and Services | <p>5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p> <p>5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognised product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p> |

B. Contents of Bidding Documents

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| 6. Sections of Bidding Documents | <p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p>Part 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria (EQC) • Section IV. Bidding Forms (BF) • Section V. Eligible Source Countries (ESC) of Japanese ODA Loans <p>Part 2 Works Requirements</p> <ul style="list-style-type: none"> • Section VI. Works Requirements (WR) <p>Part 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VII. General Conditions of Contract (GCC) • Section VIII. Particular Conditions of Contract (PCC) • Section IX. Annex to the Particular Conditions - Contract Forms (CF) <p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.</p> |
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- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries 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 no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents 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 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 upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. 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 one (1) week before the meeting.

- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, 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 Documents in accordance with ITB 6.3. Any modification to the Bidding Documents 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. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may 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 not 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 of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bids**
- 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, in accordance with ITB 19;

- (c) alternative bids, 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 if its Bid is accepted;
- (f) Technical Proposal in accordance with ITB 16;
- (g) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative.
- (h) Any other document **required in the BDS**.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and 14;
- (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 JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members 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, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 **Unless otherwise specified 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 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents 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, and such parts **will be identified in the BDS**, as will the method for their evaluating, and described in Section VI, Works Requirements.

14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 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 shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 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 specified in the BDS** and the Contract, the rates and 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. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Letter of Price Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for

any other cause, as of the date twenty-eight (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 shall be **as specified in the BDS**. Payment of the contract price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- 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 unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 15.3 The foreign currency requirements generally include the following:
- (a) expatriate staff and labour employed directly on the Works;
 - (b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel expenses;
 - (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
 - (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
 - (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
 - (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.

16. Documents Comprising the Technical Proposal

- 16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

17. Documents

Establishing the Qualification of the Bidder

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

- 17.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.
- 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 in accordance with ITB 22.1. 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. The Bid Security shall also be extended for twenty-eight (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, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the Bid Price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.
- 19. Bid Security**
- 19.1 The Bidder shall furnish as part of its Technical Bid, a Bid Security in the amount and currency **specified in the BDS**.
- 19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;

- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible source country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42.
- 19.5 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.
- 19.6 The Bid Security may be forfeited:
 - (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, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a Performance Security in accordance with ITB 42.
- 19.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.4.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark them "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 Technical and Price Bids, 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 where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and marking of Bids

- 21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL – TECHNICAL BID”, “ORIGINAL – PRICE BID”, “COPY – TECHNICAL BID”, “COPY – PRICE BID”, and “ALTERNATIVE”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 22.1; and
 - (c) bear the specific identification of this bidding process specified in 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 **specified in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents 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 withdrawals 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 ITB22.
- 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 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders’ designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening in accordance with ITB 25.7.
- 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 the opening of Technical Bids.
- 25.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing 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 and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Technical Bids.
- 25.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening of Technical Bids. Price Bids, both Original as well as 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, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the presence or absence of a Bid Security; and
 - (d) any other details as the Employer may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (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. 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.
- 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. The opening date should allow Bidders

sufficient time to make arrangements for attending 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 non-responsive 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, 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, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the Bid Prices, including any discounts and alternative Bids; and
 - (d) any other details as the Employer may consider appropriate.
- Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
- 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 Bids. 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.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 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 a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of**
- 27.1 To assist in the examination, evaluation, and comparison of the

Bids	<p>Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. 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, including any voluntary increase or decrease in the prices, 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.</p>
27.2	<p>If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.</p>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
29. Preliminary Examination of Technical Bids	<p>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.</p> <p>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 Bid shall be rejected.</p> <ul style="list-style-type: none"> (a) Letter of Technical Bid; (b) written confirmation of authorization to commit the Bidder; (c) Bid Security; and (d) Technical Proposal in accordance with ITB 16;
30. Qualification of the Bidder	<p>30.1 The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.</p> <p>30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted</p>

by the Bidder, pursuant ITB 17.

- 30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event if the assessment of the Bidder's qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 30.1, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

31. Determination of Responsiveness of Technical Bid

- 31.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Bids itself, as defined in ITB 11.2.

- 31.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents 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 Documents, 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.

- 31.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

- 31.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial Nonconformities

- 32.1 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.

- 32.2 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.

- 32.3 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 specified in Section III, Evaluation and Qualification Criteria.
- 33. Correction of Arithmetical Errors**
- 33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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; and
 - (c) 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) and (b) above.
- 33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.
- 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. Subcontractors**
- 35.1 **Unless otherwise stated in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).
- 35.2 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.
- 35.3 In case Prequalification was conducted prior to the bidding process, the Bidder's Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 17.2.

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 a 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, 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) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3;
 - (f) the additional evaluation factors specified in Section III, 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 these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 36.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price 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 the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.

38. Employer's Right to Accept Any Bid, and

- 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

**Right to Reject
Any or All Bids**

Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

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|----------------------------------|------|--|
| 39. Award Criteria | 39.1 | Subject to ITB 38.1, 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 Documents, 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. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Accepted Contract Amount”). At the same time, the Employer shall also notify all other Bidders of the results of the bidding. |
| | 40.2 | After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA: <ul style="list-style-type: none"> (a) name of each Bidder who submitted a Bid; (b) Bid Prices as read out at Bid Opening; (c) name and address of the successful Bidder; (d) name and address of supplier; and (e) award date and amount of the contract. |
| | 40.3 | Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| | 40.4 | After notification of award, unsuccessful Bidders may request in writing to the Employer 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 notification of award in accordance with ITB 40.1, requests a debriefing. |
| 41. Signing of Contract | 41.1 | Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement. |
| | 41.2 | Within twenty-eight (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 twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that |

purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions – Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

- 42.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II: Bid Data Sheet (BDS)

A. General	
ITB 1.1	The number of the Invitation for Bids is (to be designated by the Employer)
ITB 1.1	The Employer is the Ministry of Physical Infrastructure and Transport, Department of Roads, Foreign Cooperation Branch, Nagdhunga Tunnel Construction Project (the Employer)
ITB 1.1	The name, identification and number of the lot(s) (contract(s)) comprising this ICB are (DOR - NTCP -W-ICB-01)
ITB 2.1	The Borrower is the Government of Nepal
ITB 2.1	The number of the Loan Agreement is NE-P10 The amount of a Japanese ODA Loan is 16,636 Million Japanese Yen. The signed date of the Loan Agreement is 22 December 2016
ITB 2.1	The name of the Project is “Nagdhunga Tunnel Construction Project”
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr
ITB 4.5	This bidding is not subject to prequalification.
ITB 5.2	Bidders are encouraged to make the best use of local products, manufactured or fabricated in accordance with the specified industrial standards, in the Works. However, Bidders have freedom to select import products as far as they have their origin in any of the eligible source countries indicated in Part 1, Section V. Eligible Source Countries.
B. Bidding Documents	
ITB 7.1	For <u>clarification purposes</u> only, the Employer’s address is: Attention: The Project Director, Nagdhunga Tunnel Construction Project, Foreign Cooperation Branch, Department of Roads, Lalitpur - Nepal, +977-1-5541686 Electronic mail address: dorfcg@dor.gov.np
ITB 7.1	Responses to any request for clarification, if any, will be published on the Employer’s web page. http://www.dor.gov.np
ITB 7.4	A Pre-bid meeting will take place at the following date, time and place: Date: xx, xxxx, 201X (30 days since the first publication of the Notice Date) Time: 14:00 Hrs. Place: DoR A site visit conducted by the Employer will not be organized.
ITB 8.2	Addenda, if any, will be published on the Employer’s web page.

C. Preparation of Bids	
ITB 10.1	The language of the Bid is English
ITB 11.2 (h)	<p>The Bidder shall submit with its Technical Bid the performance specifications and other useful information of:</p> <ul style="list-style-type: none"> • Copy of the Taking-Over Certificate/Performance Certificate issued in respect of the project referred to under item 2.4.2 (a) of Section III - Evaluation and Qualification Criteria (EQC).
ITB 11.3 (d)	<p>The Bidder shall submit with its Price Bid the following additional documents.</p> <ul style="list-style-type: none"> • An electronic copy of the Priced Bill of Quantity in Microsoft Excel, ver. 2013, or compatible versions attached to the respective hard copy. In case of discrepancy with the soft copy, the hard copy shall prevail.
ITB 13.2	Alternative times for completion will not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: None .
ITB 14.7	<p>Duties, taxes and other levies shall be applied as indicated below:</p> <p>The Contractor shall familiarize himself with the rules and regulations regarding to corporate and personal income taxes, customs duties, import duties, business tax, and other taxes, fees and levies as are applicable under the laws of Government of Nepal, and it will be necessary for him to follow the required procedures regardless of any assistance which may be provided by the Employer.</p> <p>Unless otherwise specified in the Contract, the Bid Price submitted by the Bidder and its suppliers and subcontractors shall include all customs duties, import duties, business taxes, income taxes and other taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal. Nothing in the Contract shall relieve the Contractor, its suppliers and subcontractors from its responsibility to pay any and all taxes that may be levied in the Employer's Country including on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract.</p> <p>The Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation]</p> <p><u>In the event that the origin of any of the Contractor's or its Subcontractors' or the Nominated Subcontractors' plant, equipment and materials is India, the provisions for the exemption of customs duties and VAT in accordance with this Sub-Clause shall be applied only under the following conditions, and failure to comply with these conditions will result in application of normal customs duties and VAT in accordance with the prevailing rules and regulations of the Government of Nepal:</u></p> <ul style="list-style-type: none"> (i) should the Contractor request payment in Indian currency, the equipment and materials must have been imported under the "Duty Refundable Procedures (DRP)"; (ii) should the Contractor request payment in any other convertible currency, the equipment and materials must have been imported under the "In Bond Transfer Procedures". <p>Notwithstanding the provisions of this Contract, the following special provisions for taxes and duties shall apply:</p>

	<p>(1) The following special tax conditions shall apply to the withholding taxes and/or TDS (Tax Deduction at Source) under this Contract:</p> <ul style="list-style-type: none"> (i) Withholding taxes and/or TDS shall be levied as per the prevailing Government rules and regulations. (ii) No reimbursement will be made by the Employer for the withholding taxes and/or TDS paid by the Contractor. <p>(2) The following special tax conditions shall apply to Customs Duty (Import Tax) for Contractor's construction equipment and machinery under this Contract:</p> <ul style="list-style-type: none"> (i) Contractor's construction equipment and machinery, including their essential tools and spare parts, imported by the Contractor for the sole purpose of executing the Contract and which will be exported out of Nepal upon completion of the Works shall be exempted from payment of customs duties levied in Nepal. (ii) In order to be eligible for this exemption the Contractor shall be required to deposit the amount or provide a bank guarantee to the Government of Nepal Customs Department, with a copy to the Employer, equal to the amount of applicable customs duties assessed in accordance with the prevailing laws, rules and regulations of Nepal for those imported items at the time of import. The amounts of the deposits so provided will be refunded, or the bank guarantees cancelled by the Nepal Customs Department, after the submission to the Nepal Customs Department of the re-export certificates with respect to these items issued by the Customs Department. (iii) The Contractor shall re-export his construction equipment and machinery within 90 days after the completion of the Project, in accordance with the approved mobilization schedule and the Programme, for the purpose of exemption of customs duties. (iv) If the Contractor disposes of any of his construction equipment and machinery imported in Nepal, he shall pay all customs duties and taxes applicable on such items under the laws and regulations of Nepal in force at that time. (v) In the event that the value of the imported spare parts for each item of the construction equipment and machinery exceeds 10% of the CIP to Nepal Customs Point of Entry value of the respective item of imported construction equipment and machinery, the Contractor shall be liable to pay all applicable taxes and duties on the import of these imported spare parts. <p>(3) The following special conditions shall apply to Registration for Tax under this Contract:</p> <ul style="list-style-type: none"> (i) The Contractor (in sole capacity or in JV) and any foreign Subcontractors employed for execution of the Works, if not already registered in Nepal, shall be required to be registered with the concerned Inland Revenue Office and/or any other concerned government office for the Contract. The Contractor and foreign Subcontractors shall complete this registration not later than 28 days after the date of signing the Contract Agreement. The certified copies of the Income Tax Registration Certificate(s) shall be submitted to the Employer within 14 days after the registration. (ii) The Final Payment Certificate and the Performance Certificate pursuant respectively to Sub-Clause 14.13 [Issue of Final Payment Certificate] and Sub-Clause 11.9 [Performance Certificate] of the General Conditions of Contract (GCC), shall be issued only after
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	<p>submission by the Contractor to the Employer of an Income Tax Clearance Certificate issued by the Government of Nepal for the Contractor himself and any foreign Subcontractors employed for the Works.</p> <p>(4) The following special tax conditions shall apply to Import Duty and Value Added Tax (VAT) for the Plants, materials and supplies (permanent, temporary and consumable) imported for performing the Works of this Project under this Contract:</p> <ul style="list-style-type: none"> (i) Value Added Tax (VAT) is not applicable on import of Plants and materials required for the Works of the Project under this Contract. (ii) Value Added Tax (VAT) as per the prevailing Government rules and regulations shall be imposed on all locally procured materials and equipment for the Works. (iii) A special import duty rate of 1% of the CIP to Nepal Customs Point of Entry value shall be paid on Plants and materials imported by the Contractor for executing the Works of the Project under this Contract. (iv) The Contractor shall prepare a separate Statement (payment invoices) for the amounts paid at this special import duty rate of 1% and these amounts shall be reimbursed by the Employer to the Contractor. <p>(5) The Contractor shall maintain records satisfactory to the Employer documenting use of all the Contractor's equipment, the Works', Plant and Materials imported into and/or procured for the performance of the Works. If any such Contractor's equipment, the Works' Plants and Materials and/or Supplies, imported into Nepal or otherwise supplied to the Project at a special or preferential rate of Import Duties or taxes are misused or found to be used or appropriated for any purpose other than the Project, the Contractor shall be held fully responsible, and liable to pay customs duties, VAT and other taxes and/or any penalties as may be imposed in accordance with the prevailing laws and regulations of Nepal.</p> <p>(6) The Government of Nepal will exempt:</p> <ul style="list-style-type: none"> (i) Japanese Companies operating as suppliers, contractors and/or consultants from all fiscal levies and taxes imposed in Nepal with respect to the income accruing from the supply of products and/or services to be provided under the Loan; (ii) Japanese Companies operating as suppliers, contractors and/or consultants from all duties and related fiscal charges imposed in Nepal with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project; and (iii) Japanese employees engaged in the implementation of the Project from all fiscal levies and taxes imposed in Nepal on their personal income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the Project. <p>Any quantities which may be set out in the Bill of Quantities (BOQ) or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:</p> <ul style="list-style-type: none"> (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of Clause 12 [Measurement and Evaluation]
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	The Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a full breakdown of its Bid, including all prices and rates for all items of the BOQ.
ITB 15.1	<p>The currency(ies) of the Bid shall be as described below:</p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer's country, in Nepalese Rupees (NPR), the name of the currency of the Employer's country, and further referred to as "the local currency"; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred here after as "the foreign currency"), shall be one, or the composition, of the following currencies only:</p> <ul style="list-style-type: none"> • Japanese Yen • U.S.A. Dollar <p>Table of Adjustment for each currency shall be provided by the Contractor in respective Forms (Table B of Schedule of Adjustment Data).</p>
ITB 18.1	The Bid validity period shall be 120 days.
ITB 18.3 (b)	Adjustment of the "fixed portion" will not be applied .
ITB 19.1	The amount and currency of the Bid Security shall be USD 2.0 million.
ITB 19.2	<p>The Bid Security shall be a demand guarantee in the form of an unconditional guarantee issued by a Bank from a reputable source from an eligible source country. Other options for Bid Security shall not be considered.</p> <p>In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder.</p> <p>The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</p>
ITB 20.1	In addition to the original of the Bid, the number of copies is four (4).
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(1) Power of Attorney (duly signed by the legal representative of the Bidder); and</p> <p>(2) Certificate of Signature of the issuer of the said Power of Attorney.</p>
D. Submission and Opening of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is:</p> <p>Attention: Project Director, Nagdhunga Tunnel Construction Project, Foreign Cooperation Branch, Department of Roads</p> <p>City: Jwagal - Lalitpur</p>

	<p>Country: Nepal</p> <p>The deadline for Bid submission is:</p> <p>Date: xx-day, yy-month, 2018 (60 days since the first publication of the Notice Date)</p> <p>Time: 12:00 noon</p>
ITB 25.1	<p>The opening of the Technical Bid shall take place at: Office of Project Director, Nagdhunga Tunnel Construction Project, Foreign Cooperation Branch, Department of Roads</p> <p>Street Address: Jwagal - Lalitpur</p> <p>City: Lalitpur</p> <p>Country: Nepal</p> <p>Date: xx-day, yy-month, 2018 (60 days since the first publication of the Notice Date)</p> <p>Time: 2:00 PM</p>
E. Evaluation, and Comparison of Bids	
ITB 34.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices into a single currency is Japanese Yen.</p> <p>The source of exchange rate shall be the Nepal Rastra Bank, Nepal</p> <p>The date for the exchange rate (selling rate) shall be 28 days prior to the Bid opening.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
F. Award of Contract	
ITB 43	<p>Add new Clause 43 as follows:</p> <p>“Guarantees and Securities issued by Foreign Banks”</p> <p>All the Guarantees and Securities like Bid Security, Performance Security, Advance Payment Guarantee, Retention Money Guarantee, etc. that are issued by a foreign bank shall be counter guaranteed by a “A” Class commercial bank established in Nepal.</p>

Section III: Evaluation and Qualification Criteria (EQC)

1. Evaluation

1.1 Evaluation of Technical Bids

1.1.1 Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the bidder's technical proposal shall address the Employer's essential concerns and include the assessment of the Bidder's technical capacity to (i) execute the Works and, as the first tunnel construction project, set a technological standard that will be the model for future tunnel construction projects in Nepal, (ii) recognize the necessity of preventive measures against pneumoconiosis mainly caused by tunnel construction and adopt suitable countermeasures against dust generation and provide the necessary ventilation, (iii) mobilize equipment that satisfy regulatory omission values, (iv) procure tunnel facilities that not only comply to the technical specifications but also have sufficient operational experience, based on the adequacy of the executing organization, method statement, mobilization schedule, safety plan, ventilation and dust countermeasure plan during tunnel construction and proposed personnel, construction equipment and tunnel facilities in accordance with the requirements stipulated in Section VI, Works Requirements.

Evaluation method:

Applying the method of evaluation with a scale of 100 points, Bids qualified as technically responsive are those that:

- Receive a total score equal to, or more than, 70 points in aggregate on the evaluation of its technical proposal, and
- Satisfy the requirements per each evaluation item (No.1 to No.9).

But those Bids that receive a total score less than 70 points and/or do not satisfy the requirements of one (any) of the nine (9) evaluation items—shall fail and consequently be disqualified.

No.	Evaluation Item	Maximum Point
1	Executing Organization	5.0
2	Method Statement	20.0
3	Construction Programme	5.0
4	Mobilization Schedule	5.0
5	Safety Plan	5.0
6	Ventilation System and Dust Countermeasure Plan during Tunnel Construction	30.0
7	Personnel	10.0
8	Construction Equipment	10.0
9	Tunnel Facilities	10.0
Total		100.0

1.1.2 Executing Organization:(5.0 max. points)

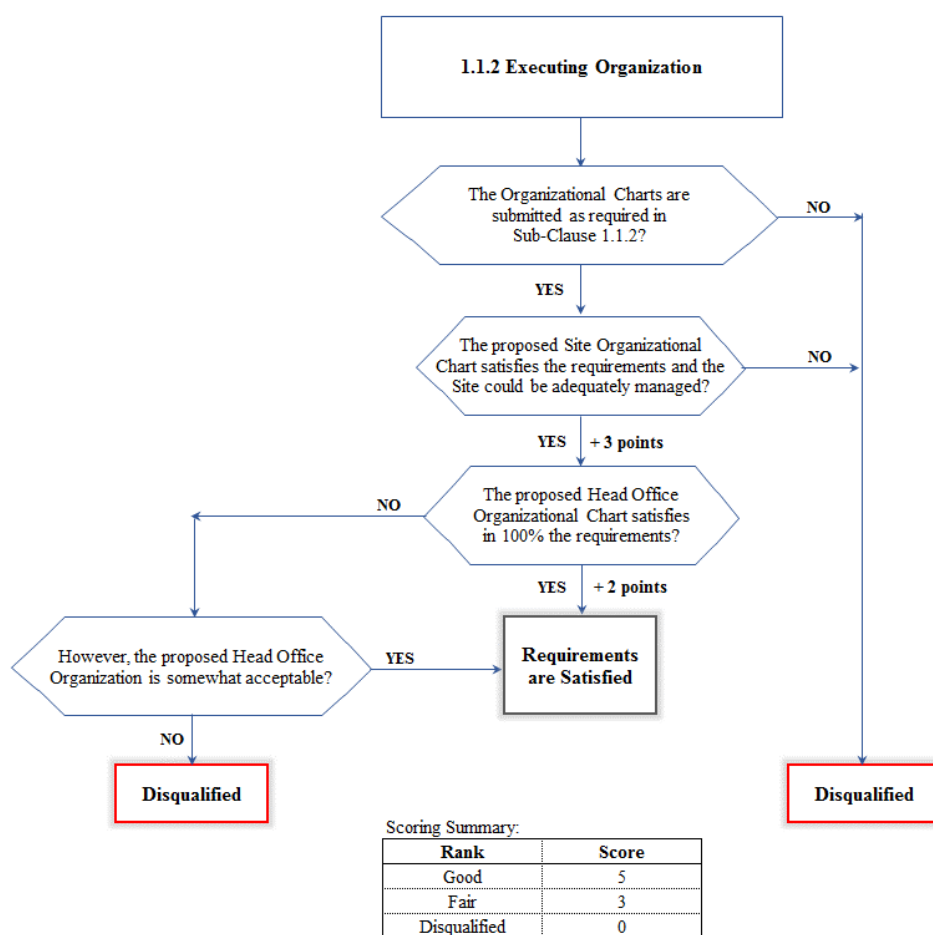
The Bidder shall provide two (2) separate organizational charts for the Works as follows:

Head Office Organizational Chart: (2.0 points)

One (1) organizational chart shall be provided for the Bidder's head office indicating the management and staff structure, with responsible personnel/departments described for all aspects of the work. If the Bidder is a joint venture or uses subcontractors, an organizational chart shall be provided for the head office organization of each partner of the joint venture and of each subcontractor.

Site Organizational Chart: (3.0 points)

One (1) organizational chart shall be provided for the Bidder's proposed site organization indicating the proposed structure, staff members, and positions necessary to adequately manage and control the Site and the Works in compliance with the Scope of Works and Specifications of Section VI.

Scoring Method:**1.1.3 Method Statement:(20.0 max. points)**

- (i) The Bidder shall provide a Construction Method Statement in narrative form and adequate figures describing the methods by which the Bidder intends to execute, complete, and maintain the Works at least to meet the requirements established in the Specifications, in particular technical characteristics and circumstances of the works.

(ii) In the Method Statements, the Bidder shall specifically address and fully explain at least the following items.

(1) General Site Layout Plan:

- General layout plans of site management office and accommodation facilities for staff
- General layout plans at west and east portal entrance area

(2) Procurement Plan:

- Procurement plan for filling material, aggregates, sand and water
- Utilization plan of excavated material from tunnel

(3) Earth Works

- Plan for temporary access road
- Utilization plan of excavated material from the “Roadside Service Station” area, east portal area and the section between KM4+650 and 850.
- Utilization plan of excavated top-soil
- Construction and quality control method for efficient production of aggregates for concretes, base and subbase courses, capping subgrade, road embankment, etc. using tunnel excavated material.
- Construction and quality control method of filling using tunnel excavated material in the disposal area high embankment
- Construction method considering traffic management for the section between KM-0+240 and KM0+240

(4) Tunnel Works

- Excavation methods for supporting of the main tunnel, at least CI, CII-B, DI-B, and DIII-UAF defined as shown in the Drawings.
- Excavation methods for supporting of the evacuation tunnel, at least CI-P, CII-P, DIP and DIIP-A defined as shown in the Drawings.
- Construction method of the concrete arch lining and invert
- Safety management for blasting
- Temporally facility plan supporting tunnel construction

(5) Bridge and other Structures Works

- Construction method considering traffic management for the construction of the Flyover Bridge and approach road along Tribhuvan highway at Balambu intersection
- Location, capacity, production, transportation and placing of concrete including the measures for environment protection.

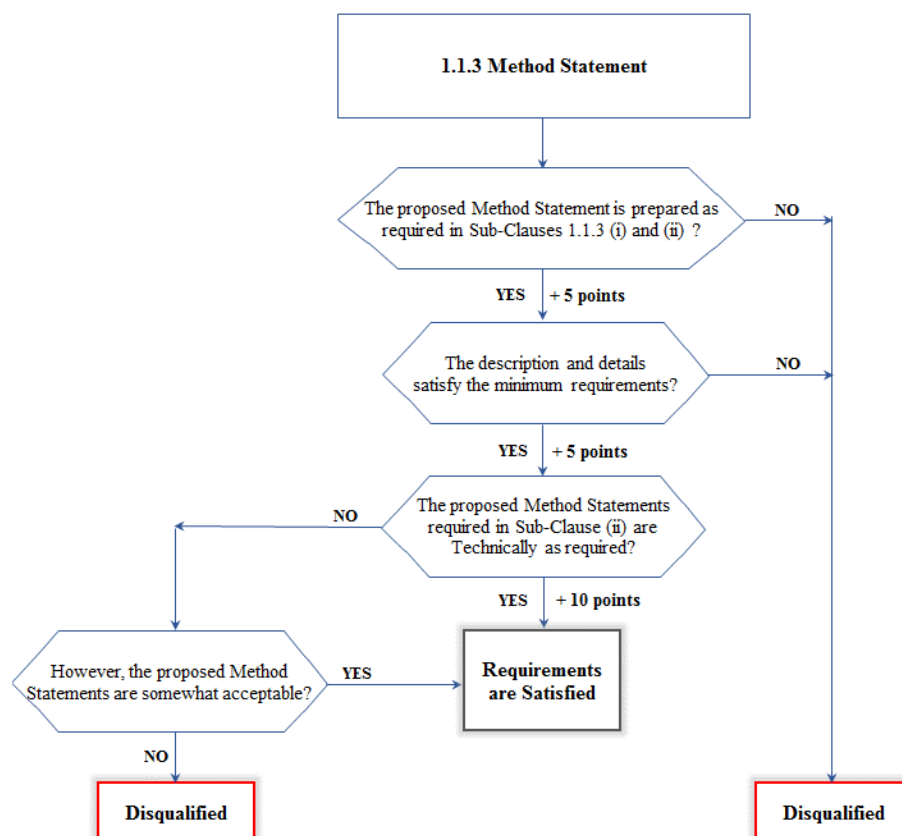
(6) Pavement Works

- Construction and quality control method of continuous reinforced concrete pavement
- Location, capacity, production, transportation and placing of asphalt concrete including the measures for environment protection.

(7) Transmission Lines Works

- Construction method of the Transmission Line on the narrow roads without interruption of existing traffic.

The Technical Proposal which proposes method statements that are not in compliance with, and/or are containing supplementary conditions not compatible with, the relevant specifications stipulated in the Standard Specification and/or the Special Provision to the Standard Specification, shall be considered as “not satisfying the requirement” in the technical evaluation process, and consequently shall be disqualified.

Scoring Method:

Scoring Summary:

Rank	Score
Good	20
Fair	10
Disqualified	0

1.1.4 Construction Programme:(5.0 max. points)

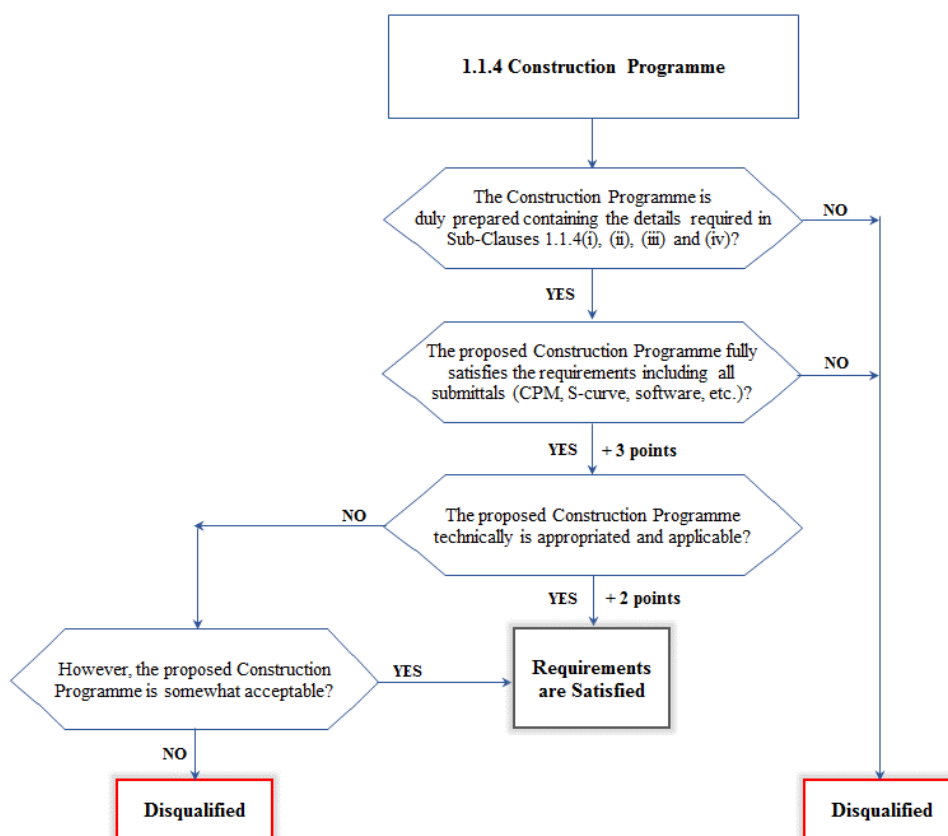
The Bidder shall provide a construction schedule in accordance with the form shown in Section IV “Bidding Forms”, including, in a clear and consistent manner, the following items;

- The construction schedule shall indicate how all of the Works are to be sequenced and scheduled in order to meet the time for completion, as specified in 1.1.3.3 in Part A: Contract Data in Section VIII Particular Conditions (PC). Sufficient time should be allowed for completion and testing activities.

- (ii) The construction schedule shall be prepared based on the Programme in Sub-Section 116: “Programme” of Section VI-C: “Special Provisions to the Standard Specifications” (SPSS).
- (iii) The construction schedule shall present timing of the completion of the principal activities including, but limited to, those referred in previous Clause 1.1.3: “Method Statement”.
- (iv) The construction schedule shall show important mile-stones for completion of the works, such as date of commencement, issue of guaranties and bonds, date of Tests on Completion, As-built documents, taking over Certificate, defects notification period and the critical path of the Works.

The Technical Proposal which proposes a construction schedule that is not in compliance with, and/or containing supplementary conditions not compatible with, the relevant specifications stipulated in Standard Specification and/or Special Provision to the Standard Specification shall be considered as “not satisfying the requirement” in the technical evaluation process, and consequently shall be disqualified.

Scoring Method:



Scoring Summary:

Rank	Score
Good	5
Fair	3
Disqualified	0

1.1.5 Mobilization Schedule:.....(5.0 max. points)

The Bidder shall provide the following schedules in accordance with the form as shown in Section IV “Bidding Forms” and consistent with the Construction Programme;

a. Mobilization Schedule of Personnel

- Personnel mobilization schedule including key personnel and skilled labours for tunnel works.

b. Mobilization Schedule of Equipment

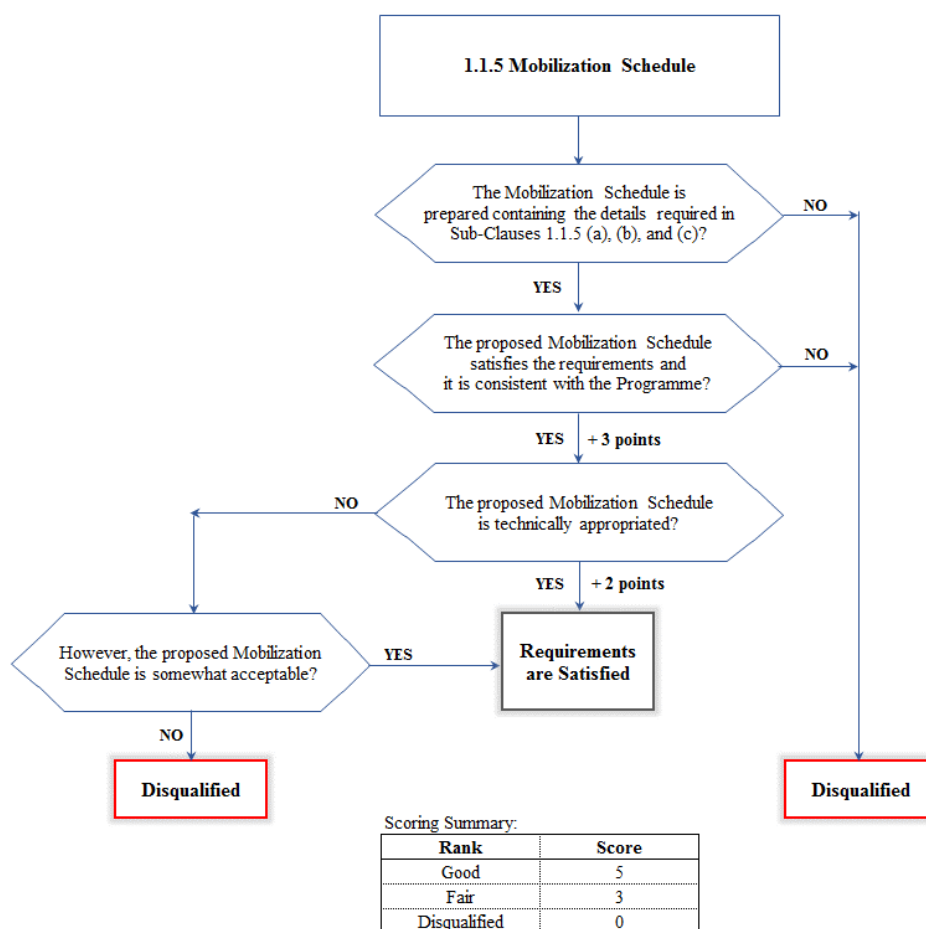
- Mobilization schedule of the equipment proposed by the Contractor in accordance with the Conditions of Contract and Section VI-F: Equipment Requirements (ER).
- Mobilization schedule shall show in detail the schedule for importing and re-exporting equipment, machinery, etc. for the Works and for the Contractor in accordance with the Nepal's current law and regulations for custom taxation.

c. Procurement and Production Schedule of Material

- Procurement and/or production schedule of cement, asphalt, steel materials, water, sand and aggregates, filling material and other major construction materials to be used in the Works.
- Mobilization schedule shall show in detail the schedule for importing materials in accordance with the Nepal's current law and regulations for custom taxation.

If one (any) of the three (3) schedules are significantly incompatible with the construction programme, the Technical Proposal shall be considered as “not satisfying the requirement” in the technical evaluation process, and consequently shall be disqualified.

Scoring Method:



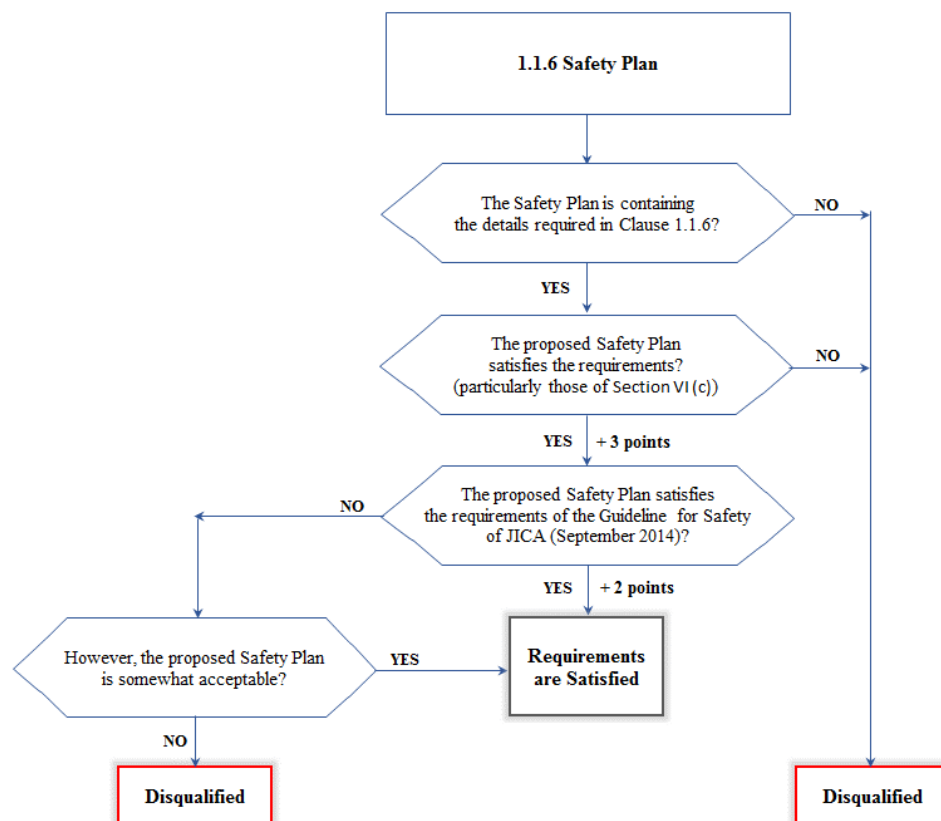
1.1.6 Safety Plan:(5.0 max. points)

The Bidder shall provide a Safety Plan in accordance with the form as shown in Section IV “Bidding Forms” and “Chapter 3: Contents of the Safety Plan” of the Guideline for the Management of Safety for Construction Works in Japanese ODA Project, September 2014,

JICA, as specified in Section 110, Section VI (c): Special Provision to Standard Specification.

The Technical Proposal which proposes a safety plan not in accordance with the JICA guideline shall be considered as “not satisfying the requirement” in the technical evaluation process, and consequently shall be disqualified.

Scoring Method:



1.1.7 Ventilation System and Dust Countermeasure Plan during Tunnel Construction:.....(30.0 max. points)

The Bidder shall provide a Ventilation System and Dust Countermeasure Plan during Tunnel Construction in accordance with the form as shown in Section IV “Bidding Forms” and Section VI (c): Special Provision to Standard Specification.

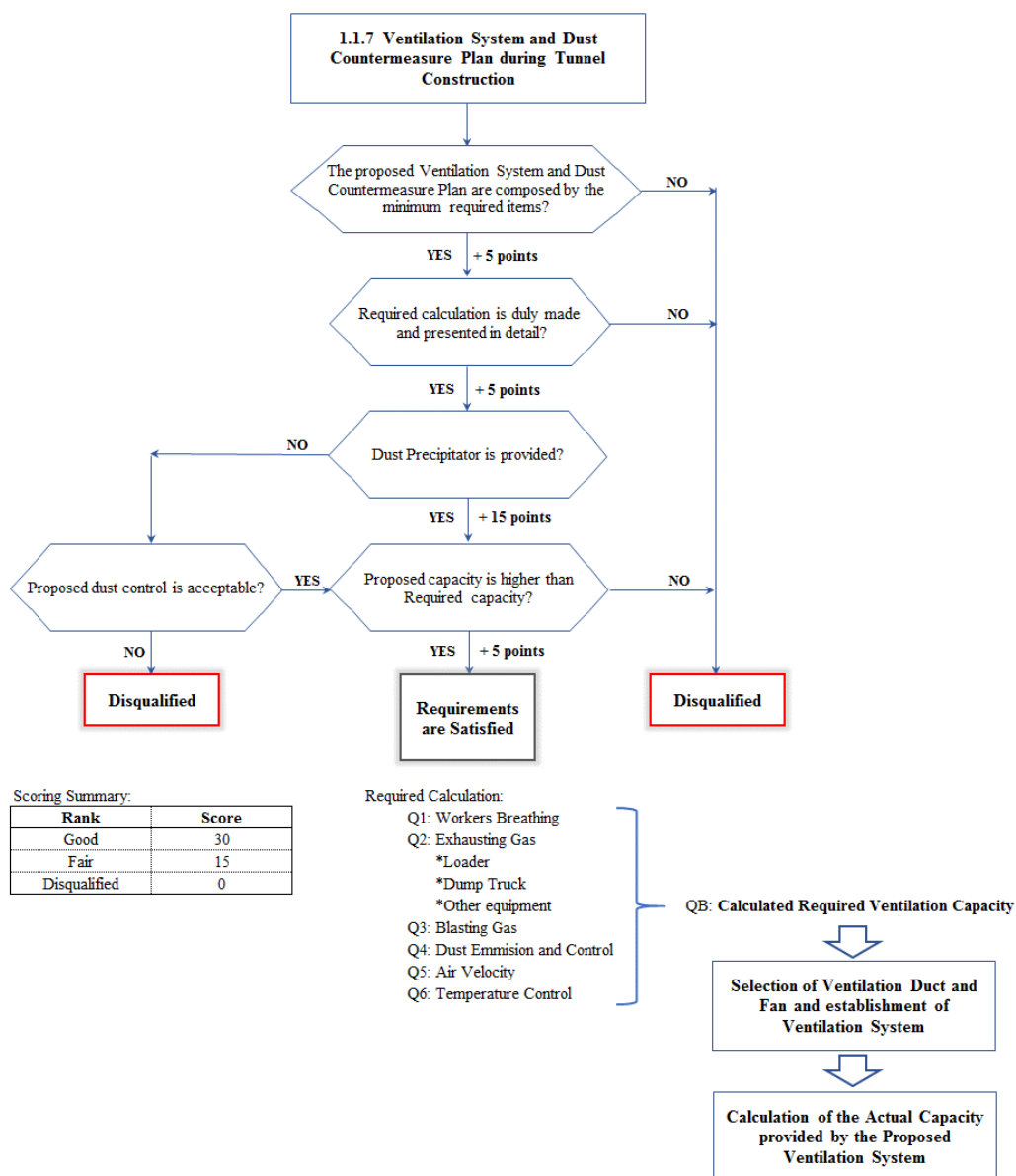
Ventilation System and Dust Countermeasure Plan shall be composed of at least the following items:

- ◆ Details of ventilation systems during excavation and supporting evidence for details (target environment of tunnel opening, selection of construction equipment for tunnelling operation, estimation of dust/toxic gas emission and the necessary ventilation capacity, plan of ventilation system with flexible ducts and dust collector)
- ◆ Treatment at source of dust generation
- ◆ Measurement, evaluation, treatment and recording of dust concentration
- ◆ Maintenance of ventilation system
- ◆ Use of respiratory protective equipment
- ◆ Occupational health education

♦ Installation of facilities for rest

The Technical Proposal which proposes Ventilation System and Dust Countermeasure plans that are unsuitable in terms of the planned facilities and ventilation with all details including calculation shall be considered “not satisfying the requirement” in the technical evaluation process and consequently shall be disqualified.

Scoring Method:



1.1.8 Personnel:(10.0 max. points)

(i) General Requirements: (5.0 max. points)

The Bidder shall provide details of the proposed personnel for at least the positions listed below and their experience records using the Form PER-1 and Form PER-2 in Section IV; Bidding Forms. All curricula vitae shall be signed by the respective candidates and submitted in original. The proposed personnel shall meet all the specific requirements set forth in Section VI-E Personnel Requirement.

- ① Project Manager
- ② Tunnel Superintendent

- ③ Tunnel Facility Superintendent
- ④ Pavement Superintendent
- ⑤ Building Superintendent
- ⑥ Structure Superintendent
- ⑦ Quality Control Manager
- ⑧ Health & Safety Manager
- ⑨ Environment Protection Manager
- ⑩ Plant & Equipment Maintenance and Management Manager

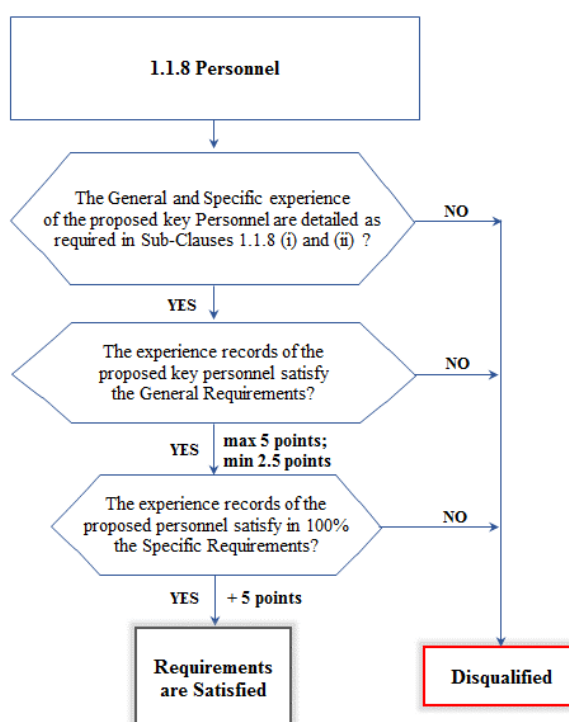
The score for only key personnel who satisfies the requirements shown in Section VI-E will be 0.5 points (total aggregated = 5.0 points maximum). Fail in more than five (5) positions shall not be allowed, and it will cause the bid's disqualification

(ii) **Specific Requirements for Key Personnel: (5.0 points)**

Key personnel occupying the positions of, Project manager and Tunnel Superintendent shall meet all the specific requirements set forth in Section VI-E Personnel Requirement, otherwise the Bid shall be disqualified;

The Bidder shall provide detailed evidences that satisfy the above requirements using Form PER-3 in Section IV; Bidding Forms.

Scoring Method:



Scoring Summary:

Rank	Score
Good	10
Fair	≥7.5
Disqualified	0

1.1.9 Construction Equipment:(10.0 max. points)

(i) Requirements:

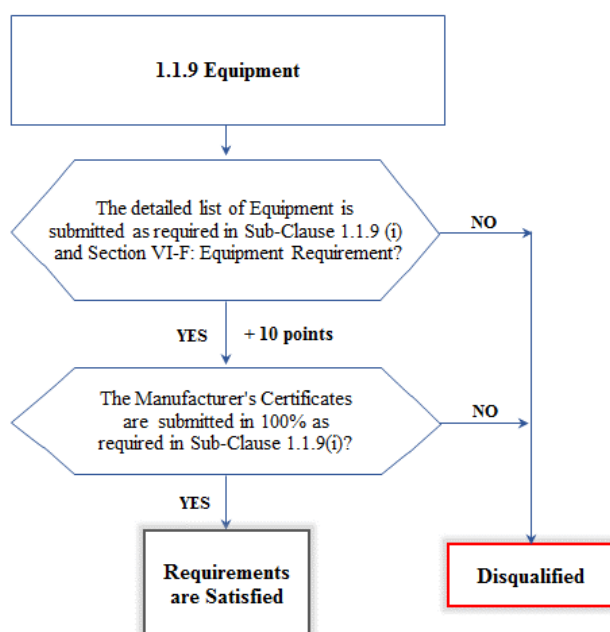
The Bidder shall provide detailed list of the proposed equipment which will be mobilized for the execution of the tunnel construction in accordance with Section VI-F: Equipment

Requirement, using Form EQU-1 in Section IV: Bidding Forms.

In addition to the Form EQU-1, for the following equipment shown in Section VI-F, the Bidders shall attach a Manufacturer's Certificate proving to meet the operational experience using the Form EQU-2 and Form MC of Section IV: Bidding Forms:

- ♦ *A. Excavation Works for Main Tunnel:* items No.1, No.3, No.4, No.5, and No.6
- ♦ *B. Excavation Works for Evacuation Tunnel:* items No.12, No.13, No.14 and No.15
- ♦ *C. Tunnel Construction Works:* items No.23 and No.24
- ♦ *D. Earth Works:* item No.36

Scoring Method:



Scoring Summary:

Rank	Score
Good	10
Disqualified	0

1.1.10 Tunnel Facilities: (10.0 max. points)

(i) Requirements:

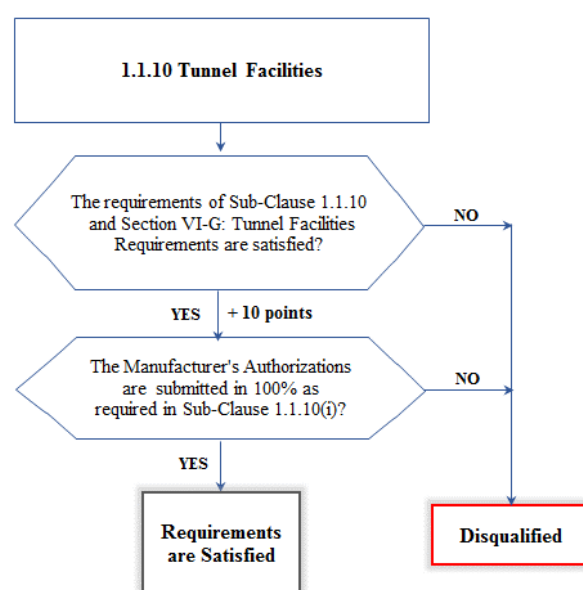
The Bidder shall provide details complying the requirements of Section VI-C: “Special Provisions to the Standard Specifications” and Section VI-G: “Tunnel Facilities Requirements” using Form TF of Section IV: “Bidding Forms”.

The Bidder shall provide Manufacture's Authorization using Form MA of Section IV: “Bidding Forms” for the following facilities:

- Remote monitoring and control system (Refer to Clause 5400-3.7 of SPSS, Drawing No. TW-MS-020)
- Jet fans (Refer to Clause 5500-4.4 of SPSS, Drawing No. TW-VS-040)
- Inverter jet fan control board (Refer to Clause 5500-3.7 of SPSS, Drawing No. TW-VS-150)
- Air flow direction and velocity meter (Refer to Clause 5500-5.5 of SPSS, Drawing No. TW-VS-110)

- Carbon monoxide sensor (Refer to Clause 5500 of SPSS, Drawing No. TW-VS-100)
- Soot visibility measure (Refer to Clause 5500-5.3 of SPSS, Drawing No. TW-VS-080)
- Basic lighting lamp (Refer to Clauses 5200-2.6 and 4.2 of SPSS, Drawing No. TW-LS-020)
- CCTV system (Refer to Clause 5400-6.7 of SPSS, Drawing No. TW-CS-010)
- Alert displays (Refer to Clause 5300-2.6 of SPSS, Drawing No. TW-ES-120)
- Diesel generators (Refer to Clause 5100-5.5 of SPSS, Drawing No. TW-PS-350)

Scoring Method:



Scoring Summary:

Rank	Score
Good	10
Disqualified	0

1.2 Evaluation of Price Bids

In addition to the criteria listed in ITB 36.2 (a) – (d) the following criteria shall apply:

1.2.1 Quantifiable Nonmaterial, Nonconformities and Omissions

The evaluated cost of quantifiable nonconformities is determined as follows:

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. 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, except for the omissions stated in ITB 14.2 which shall be treated in accordance with said clause.

2. Qualification

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- (b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.1 ELIGIBILITY							
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1 and 2, with attachments
2.1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid Form ACK

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2 HISTORICAL CONTRACT NON-PERFORMANCE							
2.2.1	History of Non-Performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of contractor’s default since 1st January 2017	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than 50% of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1st January 2012	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
<u>Notes for the Bidder</u> (i) Non-performance, as decided by the Employer, shall include all contracts (a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) that were so challenged but fully settled against the contractor Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. (ii) This requirement also applies to contracts executed by the Bidder as a JV member. (iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.							

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3 FINANCIAL SITUATION							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last 5 years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability. As the minimum requirement, a Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive every year of the 5 years.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN –1 with attachments
2.3.2	Average Annual Construction Turnover (for foreign Bidders) (see note)	Minimum average annual construction turnover of USD 1.0 billion calculated as total certified payments received for contracts in progress and/ or completed, within the last 5 years, divided by 5 years.	Must meet requirement	Must meet requirement	Must meet at least 25% of the requirement	Must meet at least 40% of the requirement	Form FIN – 2

Note: Nepali company for partnership/joint venture/sub-contractor shall be categorized as Class-A (by Nepalese classification of construction company), should have an average turnover of more than Nepalese Rupees 500 million in the best 3 years for the last 5 years.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 EXPERIENCE							
2.4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor (single entity or JV member), subcontractor, or management contractor ⁽ⁱ⁾ for at least 10 years, starting 1 st January 2007 and Bid submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 1
2.4.2 (a)	Specific Construction Experience (for foreign Bidders) (see note)	A minimum number of three (3) similar ⁽ⁱⁱ⁾ contracts each consisting as minimum of 2 lanes road tunnel with a total length not less than 2000m and with an excavation cross section area not less than 75 sq.m that have been satisfactorily completed ⁽ⁱⁱⁱ⁾ as a prime contractor (single entity or JV member) ^(iv) between 1 st January 2007 and Bid submission deadline.	Must meet requirement	Must meet requirement ^(v)	N/A	N/A	Form EXP – 2 (a)
2.4.2 (b)		For the above or other contracts completed and under implementation as prime contractor (single entity or JV member), management contractor or subcontractor ^(vi) between 1 st January 2007 and Bid submission deadline, a minimum construction experience in the following key activities successfully completed ^(vii) 1. Excavation of road tunnels of 2 lanes, with not less than 75 sq.m of excavation cross section area by fore-piling using injectable long steel pipe method and jumbo-	Must meet requirement (can be a specialist subcontractor)	Must meet requirement (can be a specialist subcontractor)	N/A	N/A	Form EXP – 2 (b), (c), (d)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<div>drilling machines with at least 500m in total length.</div> <div>2. Excavation of tunnels (excavation cross section not less than 75 sq.m) locating 20 m below to an existing 2 lanes road by fore-piling (Using injectable long steel pipe) method using jumbo-drilling machines</div> <div>3. Construction of Continuous Reinforced Concrete Pavement (CRCP) equal or more than 3000m in total length.</div>					

Note-1: Nepali company for partnership/joint venture/sub-contractor shall be categorized as Class-A (by Nepalese classification of construction company), should have experiences of 5 completed road construction projects within the past 10 years.

Notes for the Bidder

- (i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.
- (ii) The similarity shall be based on the purposes, nature and physical size. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
- (iii) not used
- (iv) For contracts under which the Bidder participated as a joint venture member or sub-contractor, the Bidder’s experience shall be considered full to meet this requirement irrespective of the bidder’s share in the joint venture or sub-contractor.
- (v) In case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, at least one of the members must meet requirement in respect of the contract value except for the number of contracts. In determining whether the JV meets the requirement of total number of contract, only the number of the contracts completed by all members, each of value equal or more than the minimum value required, shall be aggregated.
- (vi) For contracts under which the Bidder participated as a joint venture member or sub-contractor, the Bidder’s experience shall be considered full to meet this requirement irrespective of the bidder’s share in the joint venture or sub-contractor.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
(vii)	Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities). For the rate of production, either the average during the entire period or in any one or more years during the period should be specified.						
2.5 FINANCIAL RESOURCES							
2.5.1	Financial Resources	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD 19 million for the subject contract(s) net of the Bidders other commitments.	Must meet requirement	Must meet requirement	Must meet at least 25% of the requirement	Must meet at least 40% of the requirement	Form FIR – 1
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate financial resources to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR – 2

Section IV: Bidding Forms (BDF)

Table of Forms

PART 1 –Bidding Procedures.....	3
Section I: Instructions to Bidders (ITB).....	4
Section II: Bid Data Sheet (BDS).....	27
Section III: Evaluation and Qualification Criteria (EQC)	33
Section IV: Bidding Forms (BDF).....	50
Section IV: Bidding Forms (BDF).....	50
A. Bid Security	52
B. Technical Bid	53
Letter of Technical Bid	54
Technical Proposal	55
a. Executing Organization.....	56
b. Method Statement	57
c. Construction Programme	58
d. Mobilization Schedule	59
e. Safety Plan	60
f. Ventilation and Dust Countermeasures during Tunnel Construction.....	61
g. Personnel.....	62
h. Construction Equipment	63
i. Tunnel Facilities	64
Bidders Qualification	65
C. Price Bid	66
Letter of Price Bid	67
Schedule of Adjustment Data	69
Bill of Quantities	72
Schedule of Daywork Rates	98
Schedule of Daywork Rates: 1. Labour	99
Schedule of Daywork Rates: 2. Materials	100
Schedule of Daywork Rates: 3. Contractor's Equipment	101
Daywork Summary	102
Summary of Specified Provisional Sums.....	103
Grand Summary	104
D. Forms	105
Form of Bid Security	106
Form PER -1: Proposed Personnel	107
Form PER -2: Resume of Proposed Personnel	108

Form PER -3: Specific Experience of Proposed Personnel	109
Form EQU-1: Equipment.....	110
Form EQU-2: Specific Tunnel Construction Equipment.....	111
Form MC: Manufacturer’s Certificate for Specific Tunnel Construction Equipment.....	112
Form TF: Tunnel Facilities	113
Form MA: Manufacturer’s Authorization for Tunnel Facilities.....	114
Form ELI -1: Bidder Information Form	115
Form ELI -2: Bidder's Party Information Form	116
Form CON: Historical Contract Non-Performance	117
Form FIN -1: Financial Situation	120
Form FIN -2: Average Annual Construction Turnover	122
Form FIR -1: Financial Resources	123
Form FIR -2: Current Contract Commitments	124
Form EXP -1: General Construction Experience	125
Form EXP -2(a): Specific Construction Experience	126
Form EXP -2(b): Construction Experience in Key Activity No.1.....	128
Form EXP -2(c): Construction Experience in Key Activity No.2	129
Form EXP -2(d): Construction Experience in Key Activity No.3.....	130
Form ACK Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans	131
Section V: Eligible Source Countries of Japanese ODA Loans	133

A. Bid Security

[Insert the Bid Security]

B. Technical Bid

- ◆ Letter of Technical Bid
- ◆ Technical Proposal
- ◆ Bidders Qualifications

Letter of Technical Bid

Date: *[insert date of Bid submission xx xxxxx 201x]*

Loan Agreement No.: NE-P10

IFB No.: *[insert number xxxx xxxx]*

To: Ministry of Physical Infrastructure and Transport, Department of Roads, Foreign Cooperation Branch, Nagdhunga Tunnel Construction Project

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). *[Insert the number and issuing date of each addendum]*;
- (b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including subcontractors have no conflict of interest in accordance with ITB 4;
- (d) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder**[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Technical Proposal

- a. Executing Organization
- b. Method Statement
- c. Construction Programme
- d. Mobilization Schedule
- e. Safety Plan
- f. Ventilation and Dust Countermeasures during Tunnel Construction
- g. Personnel
- h. Construction Equipment
- i. Tunnel Facilities
- j. Others

a. Executing Organization

Bidders shall provide Organization Charts of the Works

Insert

[Head Office Organization Chart]

And

[Site Office Organization Chart]

b. Method Statement

1. Bidders shall provide construction method statements in narrative form and adequate figures describing the methods by which the Bidder intends to execute, complete, and maintain the Works to meet the requirements established in the Conditions and Specifications taking technical characteristics and circumstances of the works into consideration.
2. Bidders shall highlight anticipated constraints expected during the construction period and coping strategies.

[Insert Method Statement]

c. Construction Programme

Bidders shall prepare a construction programme in accordance with the requirements of Clause 116: “Programme” of Section VI-C: “Special Provisions to the Standard Specifications” (SPSS), and Sub-Clause 8.3 of the General Conditions of Contract.

The schedule shall be prepared applying the Critical Path Method (CPM) using the latest version of software “Primavera P6: Professional Project Manager”.

The process charts shall include following work items at least.

- Mobilization
- Excavation of Main tunnel
- Excavation of evacuation tunnel
- Tunnel lining
- Tunnel centre drain
- Continuous reinforced concrete pavement in tunnel
- Tunnel facilities
- O&M buildings
- Sisne khola diversion channel
- High embankment at disposal area
- Embankment
- Subgrade
- Sub-base course
- Base course
- Bituminous stabilized base course
- Asphalt base course
- Asphalt surface course
- All bridges and box-culvert

[Insert Construction Schedule]

d. Mobilization Schedule

Bidders shall provide the following schedules consistent with the construction programme;

a. Mobilization Schedule of Personnel

- Personnel mobilization schedule including key personnel, skilled and unskilled labours.

(only for reference)																					[insert day, month, year]														
																					Bidder's Legal Name: [insert full name]														
Mobilization Schedule of Personnel																																			
S.No.	Position	Name	Month																																
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
1	Project Manager																																		

b. Mobilization Schedule of Equipment

- Mobilization schedule of the major and key equipment.

(only for reference)																					[insert day, month, year]													
																					Bidder's Legal Name: [insert full name]													
Mobilization Schedule of Equipment																																		
S.No. (Note 1)	Name of Equipment (Note 1)	Number (Note 1)	Month																															
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
	Dump truck 20 ton	4			1	1	2	2	2	4	4	4	4	4	4	4																		

Note 1: S. No., Name and Number shall be same with the table in Form EQU-1: Tunnel Construction Equipment.

c. Procurement and Production Schedule of Material

Procurement and/or production schedule of cement, asphalt, steel materials, water, sand and aggregates, filling material and other major construction materials to be used in the Works.

(only for reference)																					[insert day, month, year]									
																					Bidder's Legal Name: [insert full name]									
Mobilization Schedule of Material																														
S.No.	Name of Material	Estimated Total Volume	Unit	Month																										
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20							
	Cement		ton			100	200	300	500	700	800	900	1000	(full in the cumulative amount or volume)																

[Insert Mobilization Schedule]

e. Safety Plan

Bidders shall prepare a Safety Plan in accordance with the requirements of Clause 110: “Project Safety” of Section VI-C: “Special Provisions to the Standard Specifications” (SPSS), the Sub-Clause 6.7: “Health and Safety”, and other relevant requirements of the General Conditions of Contract.

The Contractor shall prepare the Contractor’s “Safety Plan” in accordance with “The Guidance for the Management of Safety for Construction Works in Japanese ODA Projects”, JICA, Sep. 2014.

It shall consist of a complete plan for implementation and monitoring of safety measures applied in the project inclusive of the site and all the related areas such as the construction plant, quarries, roads for materials transportation, etc.

[Insert Safety Plan]

f. Ventilation and Dust Countermeasures during Tunnel Construction

Bidders shall provide a detailed and consistent descriptions of the countermeasures required in this section in accordance with the Works Requirements (Part 2, Section VI-C).

The description shall contain, but not be limited to, the following:

- Details of ventilation systems during excavation and supporting evidence for details (target environment of tunnel opening, selection of construction equipment for tunneling operation, estimation of dust/toxic gas emission and the necessary ventilation capacity, plan of ventilation system with flexible ducts and dust collector)
- Treatment at source of dust generation
- Measurement, evaluation, treatment and recording of dust concentration
- Maintenance of ventilation system
- Use of respiratory protective equipment
- Occupational health education
- Installation of facilities for rest

[Insert Ventilation and Dust Countermeasures during Tunnel Construction]

g. Personnel

A list of all key personnel with duties, authority and working locations shall be presented.

In addition to the information required on Form Per-1 and Form PER-2 in Section IV, the Bidders shall provide details of the specific experience of his proposed key personnel.

[Insert information regarded to the Personnel]

h. Construction Equipment

In addition to the information required on Form EQU in Section IV, the Bidders shall provide supplementary information of specific key equipment referred in Clause 1.1.9: “Construction Equipment”.

[Insert supplementary information regarding to the Equipment]

i. Tunnel Facilities

The Bidders shall provide detailed information of his proposed plan and method for installation of permanent tunnel facilities referred in Clause 1.1.10: “Tunnel Facilities”.

The description shall contain, but not be limited to, the following:

- Remote monitoring and control system (Refer to Clause 5400-3.7 of SPSS, Drawing No. TW-MS-020)
- Jet fans (Refer to Clause 5500-4.4 of SPSS, Drawing No. TW-VS-040)
- Inverter jet fan control board (Refer to Clause 5500-3.7 of SPSS, Drawing No. TW-VS-150)
- Air flow direction and velocity meter (Refer to Clause 5500-5.5 of SPSS, Drawing No. TW-VS-110)
- Carbon monoxide sensor (Refer to Clause 5500 of SPSS, Drawing No. TW-VS-100)
- Soot visibility measure (Refer to Clause 5500-5.3 of SPSS, Drawing No. TW-VS-080)
- Basic lighting lamp (Refer to Clauses 5200-2.6 and 4.2 of SPSS, Drawing No. TW-LS-020)
- CCTV system (Refer to Clause 5400-6.7 of SPSS, Drawing No. TW-CS-010)
- Alert displays (Refer to Clause 5300-2.6 of SPSS, Drawing No. TW-ES-120)
- Diesel generators (Refer to Clause 5100-5.5 of SPSS, Drawing No. TW-PS-350)

[Insert Tunnel Facilities' information]

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included in sub-section D: “Forms”

C. Price Bid

- ◆ Letter of Price Bid
- ◆ Schedule of Adjustment Data
- ◆ Bill of Quantities
- ◆ Schedule of Daywork Rates
- ◆ Daywork Summary
- ◆ Summary of Specified Provisional Sums
- ◆ Grand Summary

Letter of Price Bid

Date: *[insert date of Bid submission xxxxx 201x]*

Loan Agreement No.: **NE-P10**

IFB No.: *[insert number xxxx xxxx]*

To: Ministry of Physical Infrastructure and Transport, Department of Roads, Foreign Cooperation Branch, Nagdhunga Tunnel Construction Project

We, the undersigned, declare that:

- (i) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). *[Insert the number and issuing date of each addendum]*;
- (ii) We offer to execute in conformity with the Bidding Documents and Technical Bid the following Works: *[insert a brief description of the Works]*;
- (iii) The total price of our Bid, excluding any discounts offered in item (d) below is:
Total price of the Bid *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*
- (iv) The discounts offered and the methodology for their application are:
The discounts offered are: *[specify in detail each discount offered.]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts.]*;
- (v) Our Bid shall be valid for a period of *[specify the number of calendar days]* 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;
- (vi) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (vii) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (viii) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder**[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Schedule of Adjustment Data

Table A. Local Currency

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Index code	Index description	Source of index	Base value and date	Bidder’s related currency amount *1	Bidder’s proposed weighting	Employer’s weighting for reference
A	Nonadjustable	-	-		A: 0.15	A: 0.15
B	Labour (Construction Labourer)	National Salary and Wage Rate Index published by Nepal Rastra Bank	Twenty-eight (28) days prior to the latest date for submission of Bids		B: _____	B: 0.05-0.15
C	Equipment	Wholesale price published by Nepal Rastra Bank			C: _____	C: 0.05-0.20
D	Fuel	Wholesale price published by Nepal Oil Corporation			D: _____	D: 0.05-0.15
E	Material	Wholesale price published by Nepal Rastra Bank			E: _____	E: 0.30-0.40
F	Cement				F: _____	F: 0.05-0.15
G	Tunnel Facility				G: _____	G: 0.05-0.20
Total				1.00	1.00	

Note:

*1 - The Bidder shall fill in column (e) and (f). Ranges of column (g) are given by the Employer as per reference.

Table B1. Foreign Currency (FC)

Currency: Japanese Yen (JYen) [if the Bidder doesn't wish to quote in this foreign currency then this table should not apply].

(a) Index code	(b) Index description	(c) Source of index	(d) Base value and date	(e) Bidder's related source currency in type/amount	(f) Equivalent in FC for payment	(g) Bidder's proposed weighting	(h) Employer's weighting for reference
A	Nonadjustable	—	—	—		A: 0.15	A: 0.15
B	Labour	Statistics Bureau, Ministry of Internal Affairs and Communicati ons, Japan. (http://www.stat.go.jp/english/data/cpi). The final sources of indices shall be concluded at contract negotiation	Twenty- eight (28) days Prior to the latest date for submissio n of Bid.			B: _____	B: 0.05-0.15
C	Equipment					C: _____	C: 0.25-0.35
D	Fuel					D: _____	D: 0.0-0.10
E	Material					E: _____	E: 0.20-0.30
F	Cement					F: _____	F: 0.00-0.10
G	Tunnel Facility					G: _____	G: 0.20-0.30
				Total		1.00	1.00

The Bidder shall indicate the type of currency and columns (c), (d), (e) and (f), and its proposed weighing in column (g). Ranges of column (h) are given by the Employer as per reference.

Table B2. Foreign Currency (FC)

Currency: American Dollar (US\$) *[if the Bidder doesn't wish to quote in this foreign currency then this table should not apply.]*

(a) Index code	(b) Index description	(c) Source of index	(d) Base value and date	(e) Bidder's related source currency in type/amount	(f) Equivalent in FC for payment	(g) Bidder's proposed weighting	(h) Employer's weighting for reference
A	Nonadjustable	—	—	—		A: 0.15	A: 0.15
B	Labour	U.S. Bureau of Labour Statistics. (https://www.bls.gov/cpi/). The final sources of indices shall be concluded at contract negotiation	Twenty- eight (28) days Prior to the latest date for submissio n of Bid.			B: _____	B: 0.05-0.15
C	Equipment					C: _____	C: 0.25-0.35
D	Fuel					D: _____	D: 0.0-0.10
E	Material					E: _____	E: 0.20-0.30
F	Cement					F: _____	F: 0.00-0.10
G	Tunnel Facility					G: _____	G: 0.20-0.30
				Total		1.00	1.00

The Bidder shall indicate the type of currency and columns (c), (d), (e) and (f), and its proposed weighing in column (g). Ranges of column (h) are given by the Employer as per reference.

Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Engineer (accepted by the Contractor) and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The amount indicated as “Cost of DB” in the Summary of Provisional Sums is an amount equivalent to one-half of the Employer’s estimate of the cost of the Dispute Board (DB) for payments to the Contractor of the Employer’s share of the payments to the DB member(s). Contractor’s overhead, profit, etc., shall not be included in the provisional sums for the cost of the DB.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions, except for the provisional sum for the cost of the DB, which requires no prior instruction of the Engineer,.
9. The method of measurement of completed work for payment shall be in accordance with the Specifications in Section VI.
10. Any arithmetical errors in computation or summation will be corrected by the Employer as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
 - (c) where there is a discrepancy between the unit in the Method of Measurement (the General and Technical Specifications) and the unit for an item of work in the bills within the Bill of Quantities, the unit in the bill shall prevail, unless, by reference to the quantity in the bill and nature of the item of work as identified by the Specifications, Drawings and item description in the Method Statement.
11. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

B. Work Items

1. The Bill of Quantities contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No.1:	General
Bill No.2:	Site Clearance
Bill No.3:	Soil Improvement
Bill No.4:	Fencing
Bill No.5:	Quality Control
Bill No.7:	Pipe Drains, Pipe Culverts and Concrete Channels
Bill No.9:	Earthworks
Bill No.10:	Subgrades
Bill No.12:	Subbase, Base, Shoulders and Gravel Wearing Surfaces
Bill No.13:	Bituminous Surface and Base Course
Bill No.14:	Kerbs and Footpaths
Bill No.15:	Traffic Signs, Road Marking, etc.
Bill No.16:	Piling for Structures
Bill No.19:	Bearings and Expansion Joints
Bill No.20a:	Concrete for Structures
Bill No.20b:	Concrete Pavements
Bill No.24:	Miscellaneous Structures
Bill No.26:	Masonry for Structures
Bill No.28:	Bio-Engineering Works
Bill No.31:	Miscellaneous Works
Bill No.40:	Tunnelling Works
Bill No.50:	Tunnel Facilities
Bill No.51:	Tunnel Power Supply System
Bill No.52:	Tunnel Lighting System
Bill No.53:	Tunnel Emergency Facilities
Bill No.54:	Remote Monitoring and Control System
Bill No.55:	Tunnel Ventilation System
Bill No.56:	Tunnel Fire Fighting System

Bill No.60: Supplying of O&M Equipment
Bill No.61: O&M Facilities and Buildings
Bill No.63: Toll Gate and Facilities
Bill No.65: Transmission Line
Bill No.70: Roadside Service Station
Bill No.75: Steel Bridge for Flyover

Bill No. XX - Schedule of Daywork Rates – Labour
Bill No. YY - Schedule of Daywork Rates – Materials
Bill No. ZZ - Schedule of Daywork Rates – Equipment

Daywork Summary
Summary of Specified Provisional Sums

Grand Summary

2. Bidders shall price the Bill of Quantities in the currency or currencies specified in the Instructions to Bidders.

Sample

Bill of Quantities
Bill No. 1: General Items

Item No.	Description	Unit	Quantity	Unit Price			Amount		
				NRS	US\$	JYen	NRS	US\$	JYen
Total for Bill No. 1 (carried forward to Summary, p.)									

NAGDHUNGA TUNNEL CONSTRUCTION PROJECT (Loan Agreement No.: NE-P10; Contract No. DOR-NTCP-W-ICB-01)

BILL OF QUANTITIES

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
100	General									
101	Site offices for the Employer									
101-1	Site office for the Employer at western portal site	lump sum	1.00							
101-2	Site office for the Employer at eastern portal site	lump sum	1.00							
102	Accommodation of traffic									
102-1	Traffic management at KM-0+240 to 0+240 along Tribhuvan highway	lump sum	1.00							
102-2	Traffic management at KM3+160	lump sum	1.00							
102-3	Traffic management at KM4+390	lump sum	1.00							
102-4	Traffic management at KM5+000	lump sum	1.00							
102-5	Traffic management at KM5+340 Tribhuvan Highway	lump sum	1.00							
107	Maintenance of roads									
107-1	Routine maintenance during construction period on existing roads, Tribhuvan highway KM -0+220 to above west portal, Kalanki Badbhanjyang road from east portal to Badbhanjyang junction and Tribhuvan highway in Balambu interchange	month	42.00							
107-2	Routine maintenance of project roads and Tribhuvan highway in Balambu interchange during defects notification period	month	12.00							
107-3	Shallow patching	sq.m	12,100.00							
107-4	Deep patching	sq.m	250.00							
107-5	Crusher-run base	cu.m	500.00							
108	Notice board									

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
108-1	Provision and installation of project signboards	nos.	3.00							
109	Environmental protection works									
109-1	Provide and establishment of camps, adequate drinking water, firewood and toilets for contractor's labors and staffs and demolish camp site and re-instate the ground in original condition as per specifications and Engineers instruction all complete	lump sum	1.00							
109-2	Reinstatement of crusher plant, concrete mixing plant, asphalt concrete mixing plant and stock pile sites to the original stage at the completion of works as instructed by the Engineer	lump sum	1.00							
109-3	All the works for Environmental Protection Works	month	42.00							
110	Project safety									
110-1	Project Safety during the construction period	month	42.00							
110-2	Project Safety during the Defects Notification Period	month	12.00							
111	Supply of project record									
111-1	Supply of project record during construction period	month	42.00							
111-2	Supply of project record final edition (28 days before issuance of taking over certificate (TOC) and mandatory condition for TOC)	lump sum	1.00							
117	Contractor's drawings									
117-1	As-built drawings (Mandatory condition for TOC issuance)	lump sum	1.00							
118	Insurance and Warranty									
118-1	Performance bond/security	lump sum	1.00							
118-2	Insurance of the Works	lump sum	1.00							
118-3	Insurance of contractor's equipment	lump sum	1.00							
118-4	Third-party insurance	lump sum	1.00							
200	Site Clearance									

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
201	Clearing and grubbing									
201-1	Clearing, grubbing and conservation of top soil	sq.m	183,988.33							
201-2	Cutting trees including stumps & roots of girth and compacted backfilling above 300mm to 600mm	nos.	30.00							
201-3	Cutting trees including stumps & roots of girth and compacted backfilling above 600mm to 900mm	nos.	20.00							
201-4	Cutting trees including stumps & roots of girth and compacted backfilling above 900mm	nos.	10.00							
201-5	Clearance of debris from box and pipe culverts and side drainages including haulage and disposal within 1.0km	cu.m	50.00							
202	Dismantling culverts, bridges, other structures and pavement									
202-1	Dismantling brick masonry	cu.m	203.09							
202-2	Dismantling stone masonry	cu.m	3,928.30							
202-3	Dismantling concrete (Plain and reinforced)	cu.m	622.08							
202-4	Dismantling gabion	cu.m	8.00							
202-5	Dismantling steel structures	ton	1.00							
202-6	Dismantling timber structures	cu.m	1.00							
202-7	Dismantling pipes internal diameter less than 1200mm	lin.m	1,665.00							
202-8	Dismantling kerbs and gutters	lin.m	1,690.00							
202-9	Dismantling asphalt pavement and footpaths	cu.m	872.40							
300	Soil improvement									
301	Reinforced soil									
301-1	Reinforced soil wall, type-1 (Expanded metal 1:0.1)	sq.m	2,503.70							
301-2	Reinforced soil wall, type-2 (Gabion unit mesh 1:0.3)	sq.m	1,651.00							
301-3	Reinforced soil wall, type-3 (Reinforced concrete panel)	sq.m	1,601.00							
301-4	Rock anchor, dia.25mm, L=2.0m (For expanded metal 1:0.1)	nos.	459.00							
301-5	Rock anchor, dia.25mm, L=3.0m (For expanded metal	nos.	560.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
	1:0.1)									
400	Fencing									
400-1	Fence type-A (Net, H=1.80m)	lin.m	379.90							
400-2	Fence type-B (Grid, H=1.80m)	lin.m	20.00							
400-3	Fence type-C (Net, H=1.80m with barbed wire)	lin.m	427.50							
400-4	Fence type-D (Grid, H=1.80m with barbed wire)	lin.m	20.00							
400-5	Fence type-E (Barbed wire, H=1.80m)	lin.m	1,560.00							
400-6	Fence type-F (Net. H=0.80m on bridge guard wall)	lin.m	92.40							
400-7	Fence type-G (Round barbed wire)	lin.m	1,439.10							
400-8	Fence type-H (Movable, H=1.80m)	nos.	30.00							
400-9	Fence type-I (Movable, H=0.90m)	nos.	75.00							
400-10	Gate type-A (Sliding gate, W=8.00m)	nos.	2.00							
400-11	Gate type-B (W=6.00m)	nos.	1.00							
400-12	Gate type-C (W=5.00m)	nos.	4.00							
500	Quality control									
500-1	Laboratory	nos.	1.00							
500-2	Laboratory equipment	lump sum	1.00							
700	Pipe drains, pipe culvert and concrete channels									
701	Pipe drains and pipe culverts									
701-1	Concrete pipe class NP3 internal diameter 900mm with 90degree concrete foundation	lin.m	152.50							
701-2	Concrete pipe class NP3 internal diameter 900mm with 360degree concrete foundation	lin.m	707.50							
701-3	Concrete pipe class NP3 internal diameter 600mm with 90degree concrete foundation	lin.m	707.00							
701-4	Concrete pipe class NP3 internal diameter 600mm with 360degree concrete foundation	lin.m	866.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
701-5	Concrete pipe class NP3 internal diameter 900mm (Re-used) with 90degree concrete foundation	lin.m	510.00							
702	Concrete channeling									
702-1	Masonry U-shaped drain 475x450 type-1 (MU1-475x450)	lin.m	140.00							
702-2	Masonry U-shaped drain 475x450 type-2 (MU2-475x450)	lin.m	3,341.80							
702-3	Masonry U-shaped drain 450x500 (MU-450x500)	lin.m	160.00							
702-4	Masonry U-shaped drain 775x450 (MU-775x450)	lin.m	55.00							
702-5	Masonry U-shaped drain 750x500 (MU-750x500)	lin.m	230.00							
702-6	Masonry U-shaped drain 1000x1000 (MU-1000x1000)	lin.m	60.00							
702-7	Masonry vertical drain 600x700 (MV-600x700)	lin.m	248.30							
702-8	Masonry vertical drain 400x400 (MV-400x400)	lin.m	5.00							
702-9	Concrete U-shaped drain 300x300 (CU-300x300)	lin.m	904.70							
702-10	Concrete U-shaped drain 350x350 (CU-350x350)	lin.m	90.00							
702-11	Concrete U-shaped drain 400x400 (CU-400x400)	lin.m	5.00							
702-12	Concrete U-shaped drain 450x450 (CU-450x450)	lin.m	55.00							
702-13	Concrete U-shaped drain 500x500 (CU-500x500)	lin.m	180.00							
702-14	Concrete U-shaped drain 500x700 (CU-500x700)	lin.m	5.00							
702-15	Concrete U-shaped drain 600x600 (CU-600x700)	lin.m	266.60							
702-16	Concrete U-shaped drain with cover for light vehicle 400x400 (CU(LC)-400x400)	lin.m	55.00							
702-17	Concrete U-shaped drain with cover for light vehicle 450x450 (CU(LC)-450x450)	lin.m	5.00							
702-18	Concrete U-shaped drain with cover for light vehicle 500x500 (CU(LC)-500x500)	lin.m	60.00							
702-19	Concrete U-shaped drain with cover for light vehicle 500x700 (CU(LC)-500x700)	lin.m	5.00							
702-20	Concrete U-shaped drain with cover for heavy vehicle 300x300 (CU(HC)-300x300)	lin.m	651.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
702-21	Concrete U-shaped drain cover for heavy vehicle 400x200 (CU(HC)-400x200)	nos.	2,168.00							
702-22	Concrete U-shaped drain with cover for heavy vehicle 400x400 (CU(HC)-400x400)	lin.m	80.00							
702-23	Concrete U-shaped drain with cover for heavy vehicle 500x500 (CU(HC)-500x500)	lin.m	2,935.00							
702-24	Concrete U-shaped drain with cover for heavy vehicle 500x600 (CU(HC)-500x600)	lin.m	225.00							
702-25	Concrete U-shaped drain with cover for heavy vehicle 500x700 (CU(HC)-500x700)	lin.m	180.00							
702-26	Concrete cover for pedestrian 500x1100x100	nos.	50.00							
702-27	Sewage casting catch basin cover 600 diameter (Re-used) for pedestrian with concrete slab 1700x1700x250	nos.	12.00							
702-28	Sewage casting catch basin cover 600 diameters for pedestrian with concrete slab 1700x1700x250	nos.	16.00							
702-29	Concrete slab catch basin cover 2no.- 300x700 for pedestrian with concrete slab 1400x1400x200	nos.	8.00							
702-30	Concrete slab catch basin cover 2no.- 300x700 for pedestrian with concrete slab 1700x1700x250	nos.	8.00							
702-31	Steel grating catch basin cover 600x600 for heavy vehicle with concrete slab 1400x1400x250	nos.	25.00							
702-32	Steel grating catch basin cover 600x600 for heavy vehicle with concrete slab 1700x1700x300	nos.	15.00							
702-33	Sewage casting catch basin cover 600 diameter for heavy vehicle with concrete slab 1400x1400x250	nos.	31.00							
702-34	HDPE pipe 160mm	lin.m	93.00							
702-35	Catch pit cover (500 x 500) of welded MS bar of dia. 20mm with opening 50mm x 50mm	nos.	62.00							
900	Earthworks									
900-1	Roadway cutting excavation	cu.m	276,430.82							
900-2	Structural excavation	cu.m	34,768.46							
900-3	Filling embankment	cu.m	432,477.53							
900-4	Filling in reinforced soil zone	cu.m	37,279.80							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
900-5	Structural filling/backfilling	cu.m	3,426.24							
900-6	Granular backfilling (Crusher-run 40-0mm)	cu.m	2,212.20							
1000	Subgrades									
1000-1	Upper subgrade (Capping layer)	cu.m	16,119.14							
1200	Sub-base, base, hard shoulder and gravel wearing course									
1204	Shoulder									
1204-1	Granular shoulder (Subbase)	cu.m	3,193.78							
1208	Crushed aggregate subbase and base									
1208-1	Crushed aggregate subbase	cu.m	23,447.30							
1208-2	Crushed aggregate base	cu.m	20,750.90							
1300	Bituminous surface and base course									
1302	Prime coat and tack coat									
1302-1	Prime coat	sq.m	83,543.38							
1302-2	Tack coat	sq.m	97,521.25							
1308	Asphalt concrete									
1308-1	Asphalt treated base course (100mm thick)	sq.m	46,372.08							
1308-2	Asphalt concrete binder course (50mm thick)	sq.m	48,329.16							
1308-3	Asphalt concrete surface course (50mm thick)	sq.m	45,945.90							
1308-4	Asphalt concrete surface course (40mm thick)	sq.m	27,519.77							
1308-5	Asphalt concrete leveling	cu.m	480.00							
1308-6	Bitumen tar felt (For bridge)	sq.m	107.15							
1400	Kerbs and footpaths									
1401	Concrete kerbs									
1401-1	Pre-cast concrete kerb type-A (Concrete class C (M25/20))	lin.m	3,946.70							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
1401-2	Pre-cast concrete kerb type-A (Re-used)	lin.m	970.00							
1401-3	Pre-cast concrete kerb type-B (Concrete class C (M25/20))	lin.m	2,190.30							
1401-4	Cast -in-situ concrete kerb type C (Concrete class C (M25/20))	lin.m	35.00							
1402	Concrete / stone footpaths									
1402-1	Concrete block footpath (For service road, Roadside Service Station and O&M office)	sq.m	7,297.40							
1402-2	Natural stone footpath (For boundary parking area of Roadside Service Station and building)	sq.m	487.70							
1500	Traffic signs, road marking, road marker stones and delineators									
1501	Permanent traffic signs									
1501-1	Traffic sign type-A-1 (Single post with foundation block)	nos.	56.00							
1501-2	Traffic sign type-A-2 (Single post without foundation block)	nos.	13.00							
1501-3	Traffic sign type-B (Two posts with foundation block)	nos.	4.00							
1503	Road marker stones									
1503-1	Road marker stone (1Km)	nos.	2.00							
1503-2	Road marker stone (5Km)	nos.	2.00							
1505	Overhead signs									
1505-1	Overhead sign (W=17.50m)	nos.	1.00							
1505-2	Overhead sign (W=25.00m)	nos.	2.00							
1506	Thermoplastic road marking									
1506-1	Thermoplastic road marking (Yellow and white)	sq.m	6,893.10							
1507	Reflective pavement markers (Road studs) and rumble strips									
1507-1	Plastic reflective pavement markers (Road studs at median edge in tunnel, shoulder of traffic island and nose)	nos.	1,292.00							
1507-2	Aluminum reflective pavement markers (Road studs at Center)	nos.	1,053.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
1507-3	Rumble strips (W=150mm, L=350mm, Depth=12mm @ 300mm) on concrete pavement	lin.m	5,920.00							
1507-4	Rumble strips (W=150mm, L=350mm, Depth=12mm @ 300mm) on asphalt pavement	lin.m	250.00							
1508	Steel crash barrier									
1508-1	Steel crash barrier type-A set on earth shoulder	lin.m	5,159.00							
1508-2	Steel crash barrier type-B set on structure	lin.m	1,576.00							
1509	Polyethylene tank crash barrier									
1509-1	Polyethylene tank 1000 litre filled with sand	nos.	2.00							
1509-2	Polyethylene tank 1000 litre filled with water	nos.	2.00							
1509-3	Polyethylene tank 750 litre filled with water	nos.	3.00							
1509-4	Polyethylene tank 500 litre filled with water	nos.	3.00							
1900	Bearing and Expansion Joints									
1901	Expansion joints									
1901-1	Expansion joint type-A (For reinforced concrete bridge)	lin.m	20.00							
1902	Bearings									
1902-1	Elastomeric Bearing 320 mm x 500 mm x 56 mm	nos.	10.00							
1902-2	Elastomeric Bearing 200 mm x 320 mm x 40 mm	nos.	4.00							
1902-3	Anchor bar and cap (For approach slab)	set	281.00							
2000	Concrete for structures									
2000-1	Concrete class A (M35/20, C30/20)	cu.m	144.73							
2000-2	Concrete class B (M30/20, C25/20)	cu.m	6,608.21							
2000-3	Concrete class C (M25/20, C20/20)	cu.m	4,397.70							
2000-4	Concrete class D (M20/20, C15/20)	cu.m	2,227.53							
2000-5	Concrete class E (Lean concrete)	cu.m	1,427.24							
2000-6	Reinforcement bar	ton	1,288.06							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
2050	Concrete Pavement									
2050-1	Continuously reinforced concrete pavement (CRCP, Concrete class P, t=300 mm)	sq.m	23,706.60							
2050-2	Terminal anchors for CRCP (Concrete Class P)	nos.	4.00							
2050-3	Jointed reinforced concrete pavement (JRCP, Concrete class P, t=300 mm)	sq.m	4,668.39							
2050-4	Jointed reinforced concrete pavement (JRCP, Concrete class P, t=200 mm)	sq.m	653.53							
2050-5	Reinforced concrete pavement (RCP, Concrete class P, t=200 mm)	sq.m	13,260.50							
2060	Cement Treated Base Course									
2060-1	Mix-in-place cement treated base course (For tunnel, t=Min.150 mm)	sq.m	23,706.60							
2400	Miscellaneous structures									
2401	Gabions									
2401-1	Gabion (Box height H=1.0m)	cu.m	230.62							
2401-2	Gabion (Box height H=0.5m)	cu.m	378.50							
2402	Cast-in-place crib works									
2402-1	Cast-in-place crib work type-A (With cobble)	sq.m	1,000.70							
2402-2	Cast-in-place crib work type-B (With boulder mixed with concrete)	sq.m	1,501.00							
2402-3	Cast-in-place crib work type-C (With vegetation bags)	sq.m	2,501.70							
2404	Sub-surface drains									
2404-1	Sub-surface drain 600x750 with one cell perforated HDPE 350mm	lin.m	572.20							
2404-2	Sub-surface drain 1400x750 with two cell perforated HDPE 350mm	lin.m	105.00							
2404-3	Sub-surface drain 500x400 with perforated HDPE 150mm	lin.m	10.00							
2404-4	Sub-surface drain 620/350 x 450 with perforated HDPE 150mm	lin.m	768.10							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
2404-5	Sub-surface drainage filter (9.5mm to 19mm well graded aggregate) back side of reinforced soil wall type-3 concrete panel	cu.m	1,921.00							
2404-6	Sub-surface drain by perforated PVC 160mm wrapped with geotextile	lin.m	755.00							
2408	Geotextiles for filtration, drainage, and separation									
2408-1	Geotextile sheet	sq.m	845.40							
2410	Geo-composite drains									
2410-1	Geo-composite sub-surface drain 8mm x 300mm	lin.m	4,854.50							
2410-2	Geo-composite planar drainage composed of a drainage core material with one filtering non-woven geotextile	sq.m	1,525.00							
2411	Riverbed protection									
2411-1	Foot protection blocks (1,100mm x 1,000 mm x 500 mm)	nos.	549.00							
2412	Shotcrete for slope protection									
2412-1	Shotcrete for slope protection (100mm thick)	sq.m	1,589.70							
2413	Dry stone packing and soling									
2413-1	Dry stone packing and soling	cu.m	3,474.59							
2600	Masonry for structures									
2600-1	Stone masonry for breast wall (Concrete class D, M20/20)	sq.m	7,651.35							
2600-2	Stone masonry for gravity wall (Concrete class D, M20/20)	cu.m	5,581.04							
2600-3	Stone masonry (MM7.5)	cu.m	3,018.15							
2800	Bio-engineering works									
2807	Site planting and sowing									
2807-1	Orange trumpet creeper (Pyrostegia venusta)	nos.	80.00							
2807-2	Wall creeper (Ficus pumila)	nos.	114.00							
2807-3	Site planting of grass slips	sq.m.	31,016.10							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
2807-4	Lahre pipal tree	nos.	14.00							
2807-5	Jacaranda tree	nos.	364.00							
2807-6	Dhupi	nos.	283.00							
2807-7	Kaphal (Mountain peach) tree	nos.	9.00							
2807-8	Induru kumal	nos.	64.00							
2807-9	Beli chameli	nos.	198.00							
2807-10	Brush layering	lin.m	10,284.00							
2807-11	Supply, preparation and planting of live cuttings of selected species palisades	lin.m	746.00							
2807-12	Supply, preparation and planting of live cuttings of selected species facines	lin.m	2,207.00							
2807-13	Supply and broadcasting grass seeds @ 25gms/m2	sq.m	22,063.00							
2812	Turfing with sods									
2812-1	Turfing with sods (50%)	sq.m	1,600.00							
2813	Topsoil									
2813-1	Topsoil (150mm thick)	sq.m	41,685.50							
3100	Miscellaneous works									
3105	Railings									
3105-1	Steel railing type-A (H=1.1m, for pedestrian)	lin.m	318.00							
3111	Bridge drainage									
3111-1	Casting catch pit	nos.	4.00							
3111-2	PVC drain pipe (VP) ϕ 150mm	lin.m	31.20							
3112	PVC water stops									
3112-1	PVC water stop (W=300mm)	lin.m	178.57							
3120	Street lighting system									
3120-1	Street lighting system for west portal and west toll-gate	nos.	30.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
	area									
3120-2	Street lighting system for east portal and east toll-gate area	nos.	13.00							
3120-3	Solar street lighting system for Balambu interchange	nos.	56.00							
3130	Traffic information boards									
3130-1	Traffic information board for west portal	nos.	1.00							
3130-2	Traffic information boards for east portal	nos.	1.00							
4000	Tunneling works									
4300	Excavation									
4300-1	Main tunnel CI (Full-face heading)	lin.m	696.80							
4300-2	Main tunnel CI-L (Full-face heading)	lin.m	64.20							
4300-3	Main tunnel CII-B (Full-face heading)	lin.m	1,269.65							
4300-4	Main tunnel CII-L (Full-face heading)	lin.m	128.40							
4300-5	Main tunnel DI-B (Top heading/bench/invert)	lin.m	362.95							
4300-6	Main tunnel DI-BF (Top heading/bench/invert)	lin.m	75.00							
4300-7	Main tunnel DIII-A (Top heading/bench/invert)	lin.m	18.00							
4300-8	Main tunnel DIII-UA (Top heading/bench/invert)	lin.m	15.40							
4300-9	Main tunnel DIII-AF (Top heading/bench/invert)	lin.m	12.00							
4300-10	Main tunnel DIII-UAF (Top heading/bench/invert)	lin.m	18.10							
4300-11	Evacuation tunnel CI-P (Full-face heading)	lin.m	638.90							
4300-12	Evacuation tunnel CI-PL (Full-face heading)	lin.m	106.50							
4300-13	Evacuation tunnel CII-P (Full-face heading)	lin.m	1,234.75							
4300-14	Evacuation tunnel CII-PL (Full-face heading)	lin.m	142.00							
4300-15	Evacuation tunnel DIP (Full-face heading)	lin.m	382.85							
4300-16	Evacuation tunnel DIIP-A (Full-face heading)	lin.m	18.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
4300-17	Evacuation tunnel DIIIP-UA (Full-face heading)	lin.m	15.30							
4300-18	Cross passage CI-VP (Full-face heading)	lin.m	40.90							
4300-19	Cross passage CI-VPL (Full-face heading)	lin.m	20.10							
4300-20	Cross passage CII-VP (Full-face heading)	lin.m	52.80							
4300-21	Cross passage CII-VPL (Full-face heading)	lin.m	26.80							
4300-22	Working adit DIW (Full-face heading/invert)	lin.m	75.60							
4300-23	Working adit DIW-F (Full-face heading/invert)	lin.m	20.00							
4300-24	Working adit DIIIW-AF (Full-face heading/invert)	lin.m	9.00							
4300-25	Working adit DIIIW-UAF (Full-face heading/invert)	lin.m	15.00							
4400	Pre-support									
4400-1	Grouted fore-piling 3.0m	nos.	100.00							
4400-2	Grouted fore-piling 12.5m	nos.	20.00							
4450	Steel rib									
4450-1	Steel rib support H-125	nos.	200.00							
4500	Wire mesh									
4500-1	Wire mesh $\phi 5\text{mm} \times 150\text{mm} \times 150\text{mm}$	sq.m	1,000.00							
4600	Rock bolt									
4600-1	Rock bolt 2.0m	nos.	100.00							
4600-2	Rock bolt 3.0m	nos.	100.00							
4600-3	Rock bolt 4.0m	nos.	100.00							
4700	Tunnel concrete lining									
4700-1	Main tunnel CI	lin.m	697.25							
4700-2	Main tunnel CI-L	lin.m	64.20							
4700-3	Main tunnel CII-B	lin.m	1,270.85							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
4700-4	Main tunnel CII-L	lin.m	128.40							
4700-5	Main tunnel DI-B, DI-BF	lin.m	438.10							
4700-6	Main tunnel DIII-A, DIII-UA	lin.m	38.00							
4700-7	Main tunnel DIII-AF, DIII-UAF	lin.m	36.20							
4700-8	Evacuation tunnel DIIIP-A, DIIIP-UA	lin.m	36.00							
4700-9	Cross passage CI-VP	lin.m	18.00							
4700-10	Cross passage CII-VP	lin.m	24.00							
4700-11	Working adit DIIIW-AF, UAF	lin.m	29.70							
4750	Interior finish									
4750	Tunnel interior finish (Painting)	sq.m	13,440.00							
4800	Drainage system, walkway and path									
4800-1	Drainage system for main tunnel as all-in-one complete element	lin.m	2,688.00							
4800-2	Drainage system for evacuation tunnel as all-in-one complete element	lin.m	2,683.00							
4800-3	Side ditches with connecting structures	lin.m	5,376.00							
4800-4	Inspection path with kerbs	lin.m	2,688.00							
4800-5	Emergency walkway with handrails and steps	lin.m	2,693.00							
4850	Portal works									
4850-1	Erection of portal canpry (Main tunnel)	lin.m	10.70							
4850-2	Erection of portal canpry (Working adit)	lin.m	5.70							
4850-3	Erection of portal canpry (Evacuation tunnel)	lin.m	2.70							
4900	Gates									
4900-1	Gate for cross passage	nos.	7.00							
4900-2	Gate for west entrance of evacuation tunnel	nos.	1.00							
4900-3	Gate for east entrance of evacuation tunnel	nos.	1.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
5000	Design review & update, supply and install of tunnel facilities as per the specification, the Drawings and instruction by the Engineer									
5100	Design review & update, supply and install of tunnel power supply system as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
5200	Design review & update, supply and install of tunnel lighting system as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
5300	Design review & update, supply and install of tunnel emergency facilities as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
5400	Design review & update, supply and install of remote monitoring and control system as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
5500	Design review & update, supply and install of tunnel ventilation system as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
5600	Design review & update, supply and install of tunnel fire fighting system as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
5700	Design review & update, supply and install of tunnel distribution line as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
6000	Supply of O&M equipment as per the specification, the Drawings and instruction by the Engineer									
6000-1	Pickup truck	nos.	2.00							
6000-2	Lift-mounted truck	nos.	1.00							
6000-3	Movable sign board-mounted truck	nos.	3.00							
6000-4	Light towing vehicle	nos.	1.00							
6000-5	Heavy towing vehicle	nos.	1.00							
6000-6	Small size fire fighting	nos.	2.00							
6000-7	Ambulance car	nos.	2.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
6000-8	Weight scale (portable weigh-pad: Mat type)	nos.	1.00							
6100	Design review & update, supply, install and construct of O&M facilities and buildings including civil works, water supply and sanitation works and electrification works as per the specification, the Drawings and instruction by the Engineer									
6100-1	West portal side O&M office building	sq.m	240.00							
6100-2	West portal side garage	sq.m	72.00							
6100-3	West portal side power house building	sq.m	304.50							
6100-4	West portal side water tank	lump sum	1.00							
6100-5	West portal security guard office building No.1	sq.m	17.00							
6100-6	West portal security guard office building No.2	sq.m	17.00							
6100-7	East portal side O&M office and power house building	sq.m	956.79							
6100-8	East portal side warehouse and staff canteen building	sq.m	241.50							
6100-9	East portal police, toll and emergency staff office building	sq.m	242.25							
6100-10	East portal side water tank and pump house	lump sum	1.00							
6100-11	East portal side fuel tank	lump sum	1.00							
6100-12	East portal security guard office building No.1	sq.m	17.00							
6100-13	East portal security guard office building No.2	sq.m	17.00							
6300	Design review & update, supply, construct and install of toll gate island, booth, roof, lighting, name board and toll gate equipment including civil works and electrification works as per the specification, the Drawings and instruction by the Engineer									
6300-1	West portal side toll gate	lump sum	1.00							
6300-2	East portal side toll gate	lump sum	1.00							
6500	Design review & update, supply, install and construct of transmission line as per the specification, the Drawings and instruction by the Engineer									

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
6500-1	Transmission line	lin.m	4,230.00							
7000	Design review & update, supply, install and construct of Roadside Service Station facilities and buildings including civil works, water supply and sanitation works and electrification works as per the specification, the Drawings and instruction by the Engineer									
7000-1	Park area lighting system	nos.	10.00							
7000-2	Restaurant building	sq.m	448.50							
7000-3	Shopping building	sq.m	312.00							
7000-4	Toilet building	sq.m	240.00							
7000-5	Security guard office building	sq.m	17.00							
7000-6	Water supply system including pipeline from western portal water tank to water supply tank	lump sum	1.00							
7000-7	Sewage system including sewage pipeline, manhole with casting cover (Heavy duty) and treatment system	lump sum	1.00							
7500	Steel bridge for flyover									
7500-1	Design review and update of the flyover bridge as per the specification, the Drawings and instruction by the Engineer	lump sum	1.00							
(1)	Superstructure									
7500-2	Structural steel works for the main girder	ton	358.00							
7500-3	Concrete class A (M35/20, C30/20) for superstructure	cu.m	346.40							
7500-4	Concrete class B (M30/20, C25/20) for superstructure	cu.m	98.50							
7500-5	Reinforcement for superstructure	ton	101.40							
7500-6	Fencing type-F	lin.m	262.30							
7500-7	Asphalt concrete wearing course for bridge (50mm thick)	sq.m	984.30							
7500-8	Bitumen tar felt	sq.m	984.30							
7500-9	Elastomeric bearing (Abutment) type 1,500 kN to 3,500 kN	nos.	4.00							

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
7500-10	Elastomeric bearing (Pier) type 3,500 kN to 4,000 kN	nos.	6.00							
7500-11	Expansion joint type-B	lin.m	18.00							
7500-12	Bridge collapse prevention device for steel girders	set	4.00							
7500-13	Casting catch-pit	nos.	14.00							
7500-14	PVC drain pipe (VP) φ200mm for bridge drainage	lin.m	125.10							
7500-15	Kerb type-C	lin.m	262.30							
(2)	Reinforced concrete substructures									
7500-16	Concrete class B (M30/20, C25/20) for substructures	cu.m	680.80							
7500-17	Concrete class E (Lean concrete) for substructures	cu.m	8.20							
7500-18	Reinforcement for substructures	ton	74.50							
7500-19	Dry stone packing and soling	cu.m	52.90							
(3)	Shinso piles (Cast-in-situ pile by manual excavation) foundation									
7500-20	Excavation above shinso piles heads	cu.m	967.30							
7500-21	Excavation of shinso with steel lining (D=2.50m ~ 5.00m)	cu.m	361.80							
7500-22	Excavation of shinso with shotcrete (D=2.50m ~ 5.00m, 100mm thick with steel net)	cu.m	132.40							
7500-23	Excavation of shinso with shotcrete (D=2.50m ~ 5.00m, 200mm thick with steel H rib)	cu.m	320.70							
7500-24	Excavation of shinso without protection (D=2.50m ~ 5.00m)	cu.m	185.40							
7500-25	Concrete class-B (M30/20, C25/20) for shinso piles (D=2.50m ~ 5.00m)	cu.m	938.90							
7500-26	Reinforcement for shinso piles	ton	84.50							
7500-27	Boring (100mm dia.) with SPT (@1m) and corresponding laboratory tests and reporting	lin.m	105.00							
8000	Water supply system (see note 1)	LS	1.00							

Note 1: The Bill of Quantities for Water Supply works is attached to Section VI(I): Standard Specifications for Water Supply Works (SSWS)

NAGDHUNGA TUNNEL CONSTRUCTION PROJECT (Loan Agreement No.: NE-P10; Contract No. DOR-NTCP-W-ICB-01)

BILL OF QUANTITIES**PROVISIONAL SUMS**

Item No.	Items	Unit	Quantity	Unit Rate			Amount			Total Amount
				NRS	US\$	JYEN	NRS	US\$	JYEN	Converted to JPY
100	General									
109	Environmental protection works									
109-4	Tree planting	PS	1.00	164,000	-	-	164,000	-	-	
109-5	Relocation and repair of services	PS	1.00	12,232,000	-	-	12,232,000	-	-	
109-6	Emergency water supply to existing water supply network	PS	1.00	11,500,000	-	-	11,500,000	-	-	
6000	Supply of O&M equipment as per the specification, the Drawings and instruction by the Engineer									
6000-9	Rescue machinery and tools	PS	1.00	813,000	-	-	813,000	-	-	
6000-10	Inspection machinery and tools	PS	1.00	72,000	-	-	72,000	-	-	
6100	Design review & update, supply, install and construct of O&M facilities and buildings including civil works, water supply and sanitation works and electrification works as per the specification, the Drawings and instruction by the Engineer									
6100-14	O&M office facility, furniture and tools	PS	1.00	1,000,000	-	-	1,000,000	-	-	
7000	Design review & update, supply, install and construct of Roadside Service Station facilities and buildings including civil works, water supply and sanitation works and electrification works as per the specification, the Drawings and instruction by the Engineer									
7000-8	Roadside Service Station restaurant tables and chairs	PS	1.00	2,787,000	-	-	2,787,000	-	-	

C. Daywork Schedule

General

1. Reference should be made to Sub-Clause 13.6 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract. The basic rates applied to daywork items will be stated and payable in local currency only.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by him in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with the Laws of **the Government of Nepal**.
- (b) The additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.

- (b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under (a) above. The basic rates will be payable in local currency only.
- (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by him in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

Schedule of Daywork Rates

- ◆ Schedule of Daywork Rates: 1. Labour
- ◆ Schedule of Daywork Rates: 2. Materials
- ◆ Schedule of Daywork Rates: 3. Contractor's Equipment

Schedule of Daywork Rates: 1. Labour

Pay Item No.	Description	Unit	Nominal Q'ty	Unit Price	Amount
				NRs	NRs
DWL-1	Driver	Hour	100		
DWL -2	Overtime of Driver	Hour	50		
DWL -3	Operator	Hour	100		
DWL-4	Overtime of Operator	Hour	50		
DWL-5	Labour Unskilled	Hour	100		
DWL-6	Overtime of Labour Unskilled	Hour	50		
DWL-7	Labour Semi Skilled	Hour	100		
DWL-8	Overtime of Labour Semi Skilled	Hour	50		
DWL-9	Labour Skilled	Hour	100		
DWL-10	Overtime of Labour Skilled	Hour	50		
DWL-11	Mechanics	Hour	50		
DWL-12	Overtime of Mechanics	Hour	25		
Subtotal of Labour					
10% of Subtotal for Contractor's overhead, profit, etc.					
Total for Daywork: Labour, (carried forward to Daywork Summary)					

Schedule of Daywork Rates: 2. Materials

Pay Item No.	Description	Unit	Nominal Q'ty	Unit Price	Amount
				NRs	NRs
DWM-1	Crushed Stone/Aggregates	cu.m	100		
DWM-2	Sand	cu.m	100		
DWM-3	Concrete Class D	cu.m	50		
DWM-4	Concrete Class E	cu.m	50		
DWM-5	Ordinal Plotland Cement	kg	10,000		
DWM-6	Waterproof Plywood (12 mm)	sq.m	200		
DWM-7	Reinforcement Bar	kg	10,000		
DWM-8	600 mm dia NP3 Concrete Hume Pipe	m	50		
DWM-9	900 mm dia NP3 Concrete Hume Pipe	m	50		
DWM-10	Water	lit	1,000		
Subtotal of Materials					
10% of Subtotal for Contractor's overhead, profit, etc.					
Total for Daywork: Materials, (carried forward to Daywork Summary)					

Schedule of Daywork Rates: 3. Contractor's Equipment

Pay Item No.	Description	Unit	Nominal Q'ty	Unit Price	Amount
				NRs	NRs
DWQ-1	Excavator/JCB(111-150 BHP)	Hour	100		
DWQ-2	Dozer (126-180BHP)	Hour	100		
DWQ-3	Tippers/Trucks(150+HP) Capacity	Hour	100		
DWQ-4	Vibrator Roller (up to 3 T)	Hour	100		
DWQ-5	Plate Compactor	Hour	100		
DWQ-6	Water Tank (up to 8 KL)	Hour	100		
DWQ-7	Mobile Crane(5-10 T)	Hour	100		
DWQ-8	Concrete Vibrator	Hour	100		
DWQ-9	Air Compressor	Hour	100		
DWQ-10	Cutter Concrete	Hour	100		
DWQ-11	Rock Drill(Pneumatic)	Hour	100		
DWQ-12	Generator (upto 10 KVA)	Hour	100		
DWQ-13	Water Pump (2 inches)	Hour	100		
Subtotal of Equipment					
10% of Subtotal for Contractor's overhead, profit, etc.					
Total for Daywork: Equipment, (carried forward to Daywork Summary)					

Daywork Summary

Description	<i>Amount</i>
	NRs
1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Daywork: Contractor's Equipment	
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. __)	-----

Summary of Specified Provisional Sums

Bill no.	Pay item no.	Description	Amount	
			NRS	JYen
	109-4	Tree planting	164,000	
	109-5	Relocation and repair of services	12,232,000	
	109-6	Emergency water supply to existing water supply network	11,500,000	
	6000-9	Rescue machinery and tools	813,000	
	6000-10	Inspection machinery and tools	72,000	
	6100-14	O&M office facility, furniture and tools	1,000,000	
	7000-8	Roadside Service Station restaurant tables and chairs	2,787,000	
Cost of DB				215,000,000
Total for Specified Provisional Sums, (carried forward to Grand Summary (C))			28,568,000	215,000,000
Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction of the Engineer, except for the provisional sum for the cost of the DB, which requires no prior instruction of the Engineer, in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.				

D. Forms

- ◆ Form of Bid Security
- ◆ Form PER -1: Proposed Personnel
- ◆ Form PER -2: Resume of Proposed Personnel
- ◆ Form PER -3: Specific Experience of Proposed Personnel
- ◆ Form EQU-1: Tunnel Construction Equipment
- ◆ Form EQU-2: Specific Tunnel Construction Equipment
- ◆ Form MC: Manufacturer's Certificate for Specific Tunnel Construction Equipment
- ◆ Form TF: Tunnel Facilities
- ◆ Form MA: Manufacturer's Authorization for Specific Tunnel Facilities
- ◆ Form ELI -1: Bidder Information Form
- ◆ Form ELI -2: Bidder's Party Information Form
- ◆ Form CON: Historical Contract Non-Performance
- ◆ Form FIN-1: Financial Situation
- ◆ Form FIN-2: Average Annual Construction Turnover
- ◆ Form FIR -1: Financial Resources
- ◆ Form FIR -2: Current Contract Commitments
- ◆ Form EXP -1: General Construction Experience
- ◆ Form EXP -2(a): Specific Construction Experience
- ◆ Form EXP -2(b): Construction Experience in Key Activity No.1
- ◆ Form EXP -2(c): Construction Experience in Key Activity No.2
- ◆ Form EXP -2(d): Construction Experience in Key Activity No.3
- ◆ Form ACK: Acknowledge of Compliance with Guidelines for Procurement under Japanese ODA Loans
- ◆ Schedule of Adjustment Data

Form of Bid Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: The Government of Nepal, Ministry of Physical Infrastructure and Transport, Foreign Cooperation Branch, Department of Roads, Lalitpur - Nepal

IFB No.: *[Employer to insert number if Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[Insert description of contract]* under the Loan Agreement No. *[Insert Loan Agreement Number]*

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[Insert amount in words]* (*[Insert amount in figures]*) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding documents.

This guarantee will expire and shall be returned: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

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

Form PER -1: Proposed Personnel*[insert day, month, year]*Bidder's Legal Name: *[insert full name]*IFB No. *[insert number]*Page *[insert page number]* of *[insert total number]* page

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements at least stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.8.]

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

**As listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.8.*

Signature of the Representative:
Date:

Form PER -2: Resume of Proposed Personnel

[insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] page

[The Bidder shall provide the data on the general experience of the personnel at least indicated in Section III, Evaluation and Qualification Criteria, Clause 1.1.8.]

Name of Bidder

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

[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

From	To	Company / Project / Position / Relevant technical and management experience

Signature of the Candidate:	Signature of the Representative:
Date:	Date:

Form PER -3: Specific Experience of Proposed Personnel

[insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] page

[The Bidder shall provide the data on the specific experience of the personnel occupying the positions of Project Manager, Tunnel Superintendent and Tunnel Facility Superintendent as indicated in Section III, Evaluation and Qualification Criteria, Clause 1.1.8.:]

Position
Name

[Summarize specific experience in reverse chronological order. Indicate particular technical and managerial experience to prove the specific experience.]

S. No.	From	To	Name and contents of the project	Position	Drawing and/or specification (Note 1)	Certificate by the employer (Note 2)
1					Attachment D-1	Attachment C-1
2					Attachment D-2	Attachment C-2

Signature of the Candidate:	Signature of the Representative:
Date:	Date:

Note 1: A true copy of the drawing and/or specification or other similar document(s) used in the project showing the project name or title shall be attached.

Note 2: A true copy of the certificate or other similar document(s) for the position and contents of the project issued by the Employer shall be attached.

Form EQU-1: Equipment

[insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] pages

[The Bidder shall provide a master list of machineries and equipment to be mobilized and used in tunnel construction as indicated in Section III, Evaluation and Qualification Criteria, Clause 1.1.9.]

S. No.	Works in which the machineries and equipment used	Nome of the machineries and equipment	Specification of the machineries and equipment	Number to be mobilized	Catalogue (Note 1)	Official certificate for emission gas (Note 2)
1					Attachment C-1	Attachment OC-1
2					Attachment C-2	Attachment OC-2

Note 1: A true copy of a catalogue prepared by supplier shall be attached.

Note 2: A true copy of the official certificate or other similar document(s) for the machineries and equipment issued by the concerned official authority shall be attached.

Form EQU-2: Specific Tunnel Construction Equipment

[insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] pages

[The Bidder shall provide information of the specific tunnel construction machineries and equipment No.1, No.7, No.13, No.24, No.33 and No.43 that they have the required operational experiences as specified in the list in Section VI-F, Equipment Requirement as indicated in Section III, Evaluation and Qualification Criteria, Clause 1.1.9.]

Name of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	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.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	E-mail	Fax
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form MC: Manufacturer's Certificate for Specific Tunnel Construction Equipment

[The Bidder shall provide the Manufacturer's Certificate to fill in this Form proving the supply to the Bidder and the operational experience. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Default in this requirement will cause a reject on the proposed equipment and respective evaluation]

Date: *[insert date of Bid submission xx xxxxx 201x]*

Loan Agreement No.: **NE-P10**

IFB No.: *[insert number xxxx xxxx]*

To: *[insert complete name of the Employer]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby certify that the machinery or equipment, *[insert complete name of the machinery or equipment]* listed in the master list included in the Technical Bid submitted by *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, were *(or will be)* manufactured by us *[insert name and or brief description of the Goods]*, and said machinery *(or equipment)* were supplied and mobilized to following employers and projects.

S.No.	Date of supply	Name of the employer	Name of the Project or Tunnel	Name of the contact person	Phone number	E-mail

We hereby extend our full guarantee and warranty with respect to the capacity and specification of the machinery or equipment provided by *[insert complete name of Bidder]*.

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

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

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Form TF: Tunnel Facilities

[The Bidder shall provide details of manufacture of the tunnel facilities listed in Sub-Clause 1.1.10 Section III Evaluation and Qualification Criteria.]

S. No.	Name of Tunnel Facility	Specification of the Facility	Number	Name of Manufacture	Contact Person Name, Phone No. and E-mail Address
1					
2					

Form MA: Manufacturer's Authorization for Tunnel Facilities

[The Bidder shall require the Manufacturer's Authorization to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Default in this requirement will cause a reject on the proposed equipment and respective evaluation]

Date: *[insert date of Bid submission xx xxxxx 201x]*

Loan Agreement No.: **NE-P10**

IFB No.: *[insert number xxxx xxxx]*

To: *[insert complete name of the Employer]*

WHEREAS

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

We *[insert complete name of Manufacturer]*, certify that the machinery or equipment, *[insert complete name of the machinery or equipment]* have been under operation in public on following tunnels.

S.No.	Date of supply	Name of the employer (or contractor)	Name of the Project or Tunnel	Name of the contact person	Phone number	E-mail

We hereby extend our full guarantee and warranty with respect to the Goods offered by *[insert complete name of Bidder]*.

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

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

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Attachment: Catalogue of *[insert name of goods manufactured]* including its specification

Form ELI -1: Bidder Information Form

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[Bidders shall provide the following information:]

Bidder's legal name <i>[insert full name]</i>
In case of a JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member.]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
1. Attached are copies of original documents of <div style="margin-left: 20px;"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. </div> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -2: Bidder's Party Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

Bidder's legal name: <i>[insert full name]</i>
Bidder's Party legal name: <i>[insert full name of Bidder's party]</i>
Bidder's Party country of registration: <i>[insert country of registration]</i>
Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
Bidder's Party legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
Bidder's Party authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form CON: Historical Contract Non-Performance

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The following table shall be filled in for the Bidder and for each member of a JV]

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1 is indicated below:			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[insert complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2 is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/ city/ country] Matter in dispute: [indicate main issues in dispute] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]

3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.		
<input type="checkbox"/> Court/ arbitral award decisions against the Bidder since 1 st January <i>[insert year]</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3 are indicated below:		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder's Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] page

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW = TA - TL)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial documents

The Bidder and its parties shall provide copies of the financial statements for *[number of years]* years pursuant to Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV, of each member, and not of an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements* for the *[number of years]* years required above; and complying with the requirements.

* If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN -2: Average Annual Construction Turnover

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

Annual Turnover Data (Construction only)			
Year	Amount and Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert applicable exchange rate]</i>	<i>[insert amount in USD equivalent]</i>
Average Annual Construction Turnover *			

* Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIR -1: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction financial demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria Sub-Factor 2.5. 1.]

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		
	Total Available Financial Resources	\$

Form FIR -2: Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

[Bidders and each member to a JV 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 accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.1.]

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (x)	Remaining Contract Period in months (y)	Monthly Financial Resources Requirement (x/y)
1						
2						
3						
4						
Total Monthly Financial Requirements for Current Contract Commitments						\$

(x) : Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

(y) : Remaining contract period calculated from 28 days prior to the bid submission deadline.

Form EXP -1: General Construction Experience

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

[Identify contracts that demonstrate construction work over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]

General Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief description of the Works performed by the Bidder: <i>[describe Works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and USD equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor (single entity or JV member)" or "Subcontractor" or "Management Contractor"]</i>

Form EXP -2(a): Specific Construction Experience

[The following table shall be filled in for the Bidder and for each member of a JV]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder's Party Legal Name: [insert full name]

IFB No. [insert number]

Page [insert page number] of [insert total number] page

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(a).]

Contract of Similar Size and Nature			
Similar Contract No. [insert number x] of [insert number of similar contracts required 3]	Information		
Contract Identification	[insert contract name and reference identification number, if applicable]		
Award Date	[insert day, month, year]		
Completion Date	[insert day, month, year]		
Role in Contract [check the appropriate box]	Prime Contractor		
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	[insert total contract amount and currency(ies)]		USD [insert exchange rate and total contract amount in USD equivalent]
If member in a JV, specify participation in total Contract amount	[insert a percentage amount]	[insert total contract amount and currency(ies)]	USD [insert exchange rate and total contract amount in USD equivalent]
Employer's Name:	[insert full name]		
Address: Telephone/fax number E-mail:	[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert E-mail address, if available]		
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:			
1. Physical size of required works	[insert physical size of items]		

Contract of Similar Size and Nature	
Similar Contract No. <i>[insert number x] of [insert number of similar contracts required 3]</i>	Information
items	
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Works Requirements]</i>

Note: A true copy of the completion certificate or other similar document(s) for the contract/project issued by the Employer shall be attached.

Form EXP -2(b): Construction Experience in Key Activity No.1

Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*Bidder's Party Legal Name: *[insert full name]*Subcontractor's Legal Name *[insert full name]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]

- Key Activity No (1): *Tunnel excavation with 2 lanes (75 sq.m. cross sectional area) by fore-piling method using jumbo-drilling machines*

Total Quantity of Activity (Experience No.1) under the contract: _____

Contract with Similar Key Activities				
Item	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award Date	<i>[insert day, month, year]</i>			
Completion Date	<i>[insert day, month, year]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor Single entity <input type="checkbox"/> JV member <input type="checkbox"/>		Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>		USD <i>[insert Exchange rate and total contract amount in USD equivalent]</i>	
Quantity performed under the contract	Length	Rock classification	Capacity of jumbo-drilling machine	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number				
E-mail:	<i>[insert telephone/fax numbers, including country and city area codes]</i> <i>[insert E-mail address, if available]</i>			

Note: A true copy of the completion certificate or other similar document(s) for the contract/project issued by the Employer shall be attached.

2. Experience No.2: _____

3. Experience No.3: _____

Form EXP -2(c): Construction Experience in Key Activity No.2

Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*Bidder's Party Legal Name: *[insert full name]*Subcontractor's Legal Name *[insert full name]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]

- Key Activity No (2): Tunnel excavation 20m below to an existing 2 lane road by fore-piling method using jumbo-drilling machines

Total Quantity of Activity (Experience No.1) under the contract: _____

Contract with Specific Activities				
Item	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award Date	<i>[insert day, month, year]</i>			
Completion Date	<i>[insert day, month, year]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor		Management Contractor	Subcontract or
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>		USD <i>[insert Exchange rate and total contract amount in USD equivalent]</i>	
Site performed under the contract (Google coordination)	Address of the site	longitude	latitude	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number				
E-mail:	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
	<i>[insert E-mail address, if available]</i>			

Note: A true copy of the completion certificate or other similar document(s) for the contract/project issued by the Employer and a site photo(s) shall be attached.

2. Experience No.2: _____

3. Experience No.3: _____

Form EXP -2(d): Construction Experience in Key Activity No.3

Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*Bidder's Party Legal Name: *[insert full name]*Subcontractor's Legal Name *[insert full name]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria (Without Prequalification), Sub-Factor 2.4.2(b).]

1. Key Activity No (3): *Construction of continuous reinforced concrete pavement (CRCP)*

Total Quantity of Activity (Experience No.1) under the contract: _____

Contract with Specific Activities				
Item	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award Date	<i>[insert day, month, year]</i>			
Completion Date	<i>[insert day, month, year]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor Single entity <input type="checkbox"/> JV member <input type="checkbox"/>		Management Contractor <input type="checkbox"/>	Subcontract or <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>		USD <i>[insert Exchange rate and total contract amount in USD equivalent]</i>	
Quantity performed under the contract	Length	Carriageway width	Thickness of CRCP	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number				
E-mail:	<i>[insert telephone/fax numbers, including country and city area codes]</i> <i>[insert E-mail address, if available]</i>			

Note: A true copy of the completion certificate or other similar document(s) for the contract/project issued by the Employer shall be attached.

2. Experience No.2: _____

3. Experience No.3: _____

Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for **NE-P10, Nagdhunga Tunnel Construction Project** is true, correct and accurate to the best of the Bidder's and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the "Guidelines"); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

- B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

- B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

- C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the

offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA Kathmandu office

3rd Floor, National Life Insurance Building, Lazimpat, Kathmandu, Nepal

Tel: +977 (1)442 5636

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of *[Insert name of the Bidder]*

Date:

Section V: Eligible Source Countries of Japanese ODA Loans

1. Eligible Source Countries

The Eligible Source Countries for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

2. Eligible Nationality

Notwithstanding the stipulation in ITB 4.3, a Bidder and all members constituting the Bidder shall satisfy the following stipulation on the Eligible Nationality:

- (1) The Eligible Nationality of the Contractor(s) shall be Japan or any other country that satisfy the main conditions of these Bidding Documents.
- (2) With regard to 2. (1) above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that all partners of the joint venture satisfy the conditions of the Bidding Documents evenly.
- (3) With regard to (1) and (2) above,
 - (i) The prime contractor or, in the case of a joint venture, the lead partner and other partners shall be nationals an eligible country as defined in 2.(1) or juridical persons incorporated and registered accordingly, have their appropriate facilities for producing or providing the goods and services internationally and/or in Nepal.
 - (ii) In the case of a joint venture with local partners, the Nepalese partners shall satisfy the following conditions:
 - A majority of the subscribed shares shall be held by nationals of the of Nepal or juridical persons incorporated and registered in Nepal
 - A majority of the full-time directors shall be nationals of the of Nepal;
 - Such firms shall be incorporated and registered in Nepal; and
 - Such firms shall have their appropriate facilities for producing or providing the goods and services in Nepal, and actually conduct their business there.