



NEPAL ELECTRICITY AUTHORITY
Medium Voltage Grid Development Department, Transmission Directorate

BIDDING DOCUMENT

For

**Package-1: Design Build Plant and Works for Construction of
Birauta 132/11kV Substation and Associated Transmission and
Distribution Lines in Pokhara**

(Bid Identification No.: ICB/NEA/UTDSIP/82/83-01)

Volume 1 of 4

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Section II.:	Bid Data Sheet
Section III.:	Evaluation and Qualification Criteria
Section IV.:	Bidding Forms
Section V.:	Eligible Source Countries of Japanese ODA Loan
Section VII.:	General Conditions
Section VIII.:	Particular Conditions
Section IX.:	Contract Forms

Employer: Nepal Electricity Authority

Country: Federal Democratic Republic of Nepal

Loan No.: NE-P13

Project: Urban Transmission and Distribution System Improvement Project

Contract: Package-1: Design Build Plant and Works for Construction of Birauta 132/11kV Substation and Associated Transmission and Distribution Lines in Pokhara

October 2025





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Invitation for Bids





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Invitation for Bids

Date : October 19, 2025
IFB No. : ICB/NEA/UTDSIP/82/83-01
Employer : Nepal Electricity Authority
Country : Nepal
JICA Loan No. : NE-P13
Project Name : Urban Transmission and Distribution System Improvement Project
Contract Name : Package-1: Design Build Plant and Works for Construction of Birauta 132/11kV Substation and Associated Transmission and Distribution Lines in Pokhara

1. The Government of Nepal has received a loan from the Japan International Cooperation Agency (JICA) towards the cost of Urban Transmission and Distribution System Improvement Project and intends to apply part of the proceeds towards payments under the contract for Package-1: Design Build Plant and Works for Construction of Birauta 132/11kV Substation and Associated Transmission and Distribution Lines in Pokhara.
2. The Nepal Electricity Authority now invites sealed Bids from eligible Bidders for the design, construction and completion of Birauta 132/11kV GIS substation, 132kV underground transmission lines and distribution lines ("the Works"). International competitive bidding will be conducted in accordance with Single-Stage Two-Envelope Bidding Procedure.
3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Bidding Document.
4. Interested Bidders may obtain further information from and inspect the Bidding Document during office hours at:

Contact Person: Mr. Kailash Pantha, Project Manager
Address: Urban Transmission and Distribution System Improvement Project,
Medium Voltage Grid Development Department,
Transmission Directorate, Nepal Electricity Authority,
Durbar Marg, Kathmandu, Nepal
Telephone No.: ++977-1-5923600
E-mail: pokharasubstation@gmail.com

5. The Bidding Document may be purchased by interested Bidders at the above office upon submission of a written application to the address above and payment of a non-refundable fee of NPR 20,000 (Nepal Rupees Twenty Thousand only, including VAT) or equivalent amount in USD by bank voucher to the Account No. 00201017505757 (NEA Pokhara Birauta 132/11kV Transmission Line Project) at (354269) Nabil Bank Ltd. Anamnagar Branch, Anamnagar, Kathmandu, Nepal.



If a Bidder is unable to purchase the Bidding Document in person, it may alternatively be downloaded from the NEA website (https://www.nea.org.np/tender_prequalification) upon submission of a written application to the above address and payment of the aforementioned fee.

6. Bids must be delivered to the address above on or before 12:00 Hours (Nepal Standard Time) on January 7, 2026 and must be accompanied by a Bid security of USD 280,000.00 (US Dollars Two Hundred Eighty Thousand only).
7. Bids will be opened in the presence of Bidders' representatives who choose to attend at the offices as specified in the Bidding Document.

Contact Person: Kailash Pantha, Project Manager

Telephone No.: +977-1-5923600

E-mail : pokharasubstation@gmail.com

Address of bid submission:

Urban Transmission and Distribution System Improvement Project,
Medium Voltage Grid Development Department,
Transmission Directorate, Nepal Electricity Authority,
Durbar Marg, Kathmandu, Nepal
Attention: Kailash Pantha, Project Manager



PART 1 – BIDDING PROCEDURES





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Section I. Instructions to Bidders



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Section I. Instructions to Bidders

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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** located in the country, as **specified in the BDS**, issues this Bidding Document (hereinafter referred to as “Bidding Document”) for the procurement of Design Build Plant and Works as specified in Section VI, Employer’s Requirements.

The name of the Project and the name of the Contract are **specified in the BDS**.

Bids may also be invited for multiple lots of the Project, as **specified in the BDS**. Bids may be submitted either for individual lots or for multiple lots in any combination.

1.2 Throughout this Bidding Document:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day;
- (d) “firm” means a private entity, a state-owned enterprise or institution;
- (e) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent; and
- (f) the word “Works” is synonymous with the words “Design-Build Plant and Works” and “plant and installation services”.

2. Source of Funds

2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from the Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, towards the cost of the Project. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the Contract(s) for which this Bidding Document is 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 the loan proceeds.

3. Corrupt and Fraudulent Practices

2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Employer will take appropriate measures for finance through other sources **specified in the BDS**.

3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Employers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to 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 recognize a 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 any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.
- (c) will recognize 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. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Contractor or subcontractor so debarred if, in the Borrower's view, the ineligibility of such Contractor or



subcontractor would result in a clear and substantial disadvantage to the Borrower.

“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 recognize 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 operating 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 recognize 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, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower.

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 a subcontractor, who has a direct contract with the Contractor, has been debarred by the World Bank Group as of 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, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower. 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 If the Employer determines, based on reasonable evidence, that any Bidder has engaged in any corrupt or fraudulent practice, the Employer may disqualify such Bidder after notifying the grounds of such disqualification.

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

4. Eligible Bidders 4.1 The Bidder may be a single firm or a JV. In the case of a JV:

(a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

(b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

(c) A Bid submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV 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. The JV Agreement or the proposed JV Agreement, as the case may be, shall indicate at least the part(s) of the Works to be executed by each member.

4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified 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 a professional personnel of the Borrower (or the Project Executing Agency, or the Employer), who are directly



or indirectly involved in any part of: (i) the preparation of the Prequalification Document (if any prepared) and/or the Bidding Document for the Contract, (ii) the prequalification evaluation (if any conducted) and/or 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 single firm or as a member of a JV. However, this does not limit a firm (including its affiliate) participating in one Bid individually or as a member of a JV and at the same time, the firm (including its affiliate) participating in other Bids as a subcontractor but NOT acting as a specialized subcontractor (refer to ITB16.3). A firm (including its affiliate) acting as a specialized subcontractor or as a subcontractor in any Bid may participate in other Bids as a specialized subcontractor or as a subcontractor.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall also be disqualified.

- 4.3 The Bidder shall meet the requirements as to eligibility of the Bidders as specified in Section V, Eligible Source Countries of Japanese ODA Loans.
- 4.4 The 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.
- 4.5 This bidding is open only to the prequalified Bidders unless **specified in the BDS**.
- 4.6 The Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Goods and Services

- 5.1 The goods and services comprising the Works to be supplied under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consists 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.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Employer's Requirements

- Section VI. Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document 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 Document and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and verifiable.

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

7.1 The Bidder requiring any clarification of the Bidding Document 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 Document 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 on the Employer's web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site 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 execution 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 seven (7) days before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by the 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 Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.



8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. 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 the 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 Bid 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid, in accordance with ITB 12.1;
- (b) Bid Security, in accordance with ITB 19;
- (c) Power of Attorney, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;
- (d) copy of the JV Agreement, or letter of intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1;
- (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;



- (f) documentary evidence in accordance with ITB 16.2 establishing that the Works offered by the Bidder conform to the Bidding Document;
- (g) Technical Proposal in accordance with ITB 16;
- (h) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
- (i) Bidder's Safety Declaration (Form JSSS/BSD); and
- (j) any other document **required in the BDS**.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid, in accordance with ITB 12.1;
- (b) completed Schedules in accordance with ITB 12.1 and ITB 14, including completed Price Schedules, completed Schedule of Payment (unless otherwise provided) and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.7) but excluding any Schedule(s) required in ITB 11.2; and
- (c) any other document **required in the BDS**.

12. Letters of Bid and Schedules

12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid and the Schedules, including the Price Schedule, Schedule of Payment (unless otherwise provided) and the Schedule of Adjustment Data (only if required in ITB 14.7), 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. All blank spaces shall be filled in with the information requested.

13. Alternatives to the Bid Requirements and Alternative Bids

13.1 **If so specified in the BDS**, alternative times for completion will be permitted, and the method of evaluating different times for completion shall be as specified in Section III, Evaluation and Qualification Criteria.

13.2 **If so specified in the BDS**, alternative Bids will be permitted, and the Bidders, wishing to offer technical alternatives to the Bid requirements, may in addition to the substantially responsive Bid (hereinafter referred to as "Base Bid") submit an alternative Bid. The alternative Bid shall be complete with all information necessary for a complete evaluation of the alternative by the Employer including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology and other relevant details.



Only the alternative Bids, if any, submitted by the Bidder whose Base Bid is determined to be the lowest evaluated Bid under ITB 36.1 shall be considered by the Employer.

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 Price Schedule 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 Price Schedule. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates and/or prices for other items in the Price Schedule and will not be paid for separately by the Employer.
- 14.3 The Bidder shall give a breakdown of the prices in the manner and detail called for in the Price Schedule included in Section IV, Bidding Forms.
- 14.4 The latest edition (as of the Base Date) of Incoterms, published by the International Chamber of Commerce shall govern.
- 14.5 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. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.6 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.7 **Unless otherwise specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the relevant provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and/or 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.
- 14.8 **If so specified in BDS 1.1**, Bids are being invited for multiple lots. The Bidders wishing to offer any discounts (including price reduction) for the award of more than one lot shall specify in their Letter of Price Bid, discounts applicable to such award. Discounts shall be submitted in



accordance with ITB 14.6, provided that the Bids for all lots are opened at the same time.

14.9 **Unless otherwise provided in the BDS**, all duties, taxes, and 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.

14.10 The exact amounts of the Provisional Sums and contingency allowance shall be indicated in the completed Price Schedule in the following manner:

- (a) The exact amounts and currencies of the Specified Provisional Sums and contingency allowance, if any, shall be **as specified in the BDS**.
- (b) The amount of the Provisional Sum, if any, for the Daywork shall be derived by the Bidder (by entering rates and/or prices in the Schedule of Daywork Rates in the Price Schedule) and indicated in the Summary of the completed Price Schedule.

The Bidder shall be aware of the provisions stated in Sub-Clauses 1.1.4.10, 13.5 and 13.6 of the Conditions of Contract.

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 The Bidder 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.

16. Technical Proposal and Subcontractors

16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including design methodology, 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 substantial responsiveness of the Bidder's proposal to meet the Employer's Requirements and the completion time.

16.2 The documentary evidence of the conformity of the Works with the Bidding Document may be in the form of literature, drawings and data, and shall include:



- (a) a detailed description of the essential technical and performance characteristics of the Works, including the functional guarantees of the proposed Works, in response to the Employer's Requirements;
- (b) a list giving full particulars, including available sources, of all spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts, if required), special tools, etc., necessary for the proper and continuing functioning of the Works for the period **specified in the BDS**, after the taking-over of the Works by the Employer in accordance with the provisions of the Contract; and
- (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. The Bidder shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirements.

16.3 **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).

The Bidder may propose to subcontract any of the key activities for which experience of proposed subcontractors has been evaluated at the Prequalification stage, or otherwise indicated in Section III, Evaluation and Qualification Criteria 2.4.2(b) (specialized subcontractor). In such a case,

- (a) the Bidder may list one or more subcontractor(s) against any of the key activities. Quoted rates and prices will be deemed to apply whichever subcontractor is appointed by the Contractor, and no adjustment of the rates and prices will be permitted;
- (b) the Bidder shall clearly identify the proposed specialized subcontractor(s) in Form ELI-3, Form EXP-2(b) and Form MAN in Section IV, Bidding Forms and submit the Schedule of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed



including information establishing compliance with the requirements specified by the Employer;

- (c) substitution of the proposed subcontractor(s) shall not be allowed after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1;
- (d) if the evaluation of the Price Bid is directly adjusted by the subcontractor's(s') qualifications, services and/or product(s) in Section III. Evaluation and Qualification Criteria (e.g. the Price Bid is adjusted by a performance of subcontractor's Plant), only one subcontractor or combination of subcontractors shall be proposed; and
- (e) if the prequalification process was conducted prior to the bidding process, the Bidder shall name and list out in the Schedule of Subcontractors, the same specialized subcontractor(s) whose experience in the key activities was evaluated in the prequalification, except only for such changes as are explicitly approved by the Employer in accordance with ITB 17.2.

The Bidder may also propose to subcontract major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. In such a case, sub-clauses (a) and (b) provided above in this ITB 16.3 shall be applied except submission of Form EXP-2(b) in Section IV, Bidding Forms.

17. Documents Establishing the Qualifications of the Bidder

17.1 In accordance with Section III, Evaluation and Qualification Criteria,

- (a) 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, updated information on any assessed aspect to establish that the Bidder continues to meet the criteria used at the time of prequalification, and
- (b) if the prequalification process 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.

The aforementioned Evaluation and Qualification Criteria contains, among other things, the requirements as to eligibility specified in ITB 4.

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:

- (a) such change has not taken place by the free choice of the firms involved;
- (b) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Document; or
- (c) 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 twenty-eight (28) days before the Bid submission deadline.

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 that is not valid until the date **specified in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, 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 the 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 period, 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, no adjustment shall be made.

In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the adjustment indicated in the above paragraph.

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 non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable standby letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**

from a reputable source. If the unconditional guarantee is issued by a non-bank 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 all Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document, shall be returned as promptly as possible upon the Employer's notification of such rejection pursuant to ITB 25.8.

The Bid Security of all unsuccessful Bidders (other than those referred in the above paragraph) shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 41.

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 40; or
- (ii) furnish a Performance Security in accordance with ITB 41.

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.

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 documents as described in ITB 11 and clearly mark them “TECHNICAL BID - ORIGINAL” and “PRICE BID - ORIGINAL”, as appropriate. Alternative Bids, if permitted in accordance with ITB 13.2, shall be clearly marked “ALTERNATIVE BID - ORIGINAL”.

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 “TECHNICAL BID - COPY”, “PRICE BID - COPY” and “ALTERNATIVE BID - COPY”, as appropriate.

In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original 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 be in the form of a Power of Attorney included in the Technical Bid. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.3 A bid submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.

20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

20.5 The Bidder shall clearly mark “CONFIDENTIAL” any information which they regard as confidential to their business. Such information may include proprietary



information, trade secrets, or commercial or financially sensitive information.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose:

- (a) in a sealed envelope, duly marked as “TECHNICAL BID - ORIGINAL”, all documents comprising the Technical Bid, as described in ITB 11.2;
- (b) in a sealed envelope, duly marked as “PRICE BID - ORIGINAL”, all documents comprising the Price Bid, as described in ITB 11.3;
- (c) in sealed envelopes, duly marked as “TECHNICAL BID - COPY”, all required copies of the Technical Bid, sequentially numbered;
- (d) in sealed envelopes, duly marked as “PRICE BID - COPY”, all required copies of the Price Bid, sequentially numbered; and
- (e) if alternative Bids are permitted in accordance with ITB 13.2, and if relevant:
 - (i) in a sealed envelope marked “ALTERNATIVE BID - ORIGINAL”, the alternative Bid; and
 - (ii) in a sealed envelope marked “ALTERNATIVE BID - COPY”, all required copies of the alternative Bid, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

21.2 The inner and outer envelopes shall be:

- (a) clearly marked with the name and address of the Bidder;
- (b) addressed to the Employer in accordance with ITB 22.1; and
- (c) clearly marked with 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 be clearly marked with a warning “NOT TO BE OPENED 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 be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE EMPLOYER”, in accordance with ITB 25.7.

21.5 The inner envelopes containing the alternative Bids, if any, shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE EMPLOYER”, in accordance with ITB 13.2.

21.6 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 Document in accordance with ITB 8, in which case all rights and obligations of the Employer and the Bidders subject to the previous 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 and prior to the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB 20.2 and ITB 20.3. 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 outer envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION” or “MODIFICATION”; and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the



expiration of the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 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 the 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 time of their opening to be specified in accordance with ITB 25.7. Alternative Bids, if any, shall remain unopened in accordance with ITB 13.2.

If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid.

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 the Substitution Technical Bid and/or the 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 Bid 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, shall remain unopened in accordance with ITB 25.1.

25.5 Next, 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 withdrawal, substitution, or modification;
- (c) whether there is an alternative Bid without opening its envelop;
- (d) the presence or absence of a Bid Security; and
- (e) any other details as the Employer may consider appropriate.

Only Technical Bids read out at the opening of Technical Bids 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:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) whether there is an alternative Bid; and
- (d) the presence or absence of a Bid Security.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite the 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 the Bidders sufficient time to make arrangements for attending the opening of Price Bids.

25.8 The Employer will notify, in writing, the Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and/or who have been determined as being disqualified for award, and return their Price Bids unopened together with the Bid Security.



25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids and who have been determined as being qualified for award, in the presence of the Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidders' 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 withdrawal, substitution or modification;
- (c) the total Bid Price including any discount, and in the case of bidding for multiple lots, the total price for each lot together with the sum of the total prices for all lots including any discounts;
- (d) whether there is an alternative Bid without opening its envelope; and
- (e) any other details as the Employer may consider appropriate.

Only Price Bids and discounts read out and recorded at the opening of Price Bids shall be considered for evaluation. The Employer shall neither discuss the merit of any Price Bid nor reject any Price Bid 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:

- (a) the name of the Bidder;
- (b) the total Bid Price including any discounts, and in the case of bidding for multiple lots, the total prices for each lot together with the sum of the total price for all lots including any discounts; and
- (c) whether there is an alternative Bid without opening its envelope.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.



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 the 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 39.

The use by any Bidder of confidential information related to this bidding process may result in the rejection of its Bid.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the 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 arithmetical errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.

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

28. Deviations, Reservations, and Omissions

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

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.



29. Preliminary Examination of Technical Bids

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

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

- (a) Letter of Technical Bid;
- (b) Power of Attorney to commit the Bidder;
- (c) Bid Security; and
- (d) Technical Proposal in accordance with ITB 16.

30. Qualification of the Bidders

30.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Employer shall determine to its satisfaction whether the Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if the prequalification process 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, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. For the purposes of this determination, only the qualification of the legal entity(ies) comprising the Bidder shall be considered. In particular, the qualifications of affiliated entities (such as the parent company(ies), group companies, subsidiaries or other affiliates) shall not be considered unless they are parties to the Bidder under a JV in accordance with ITB 4.1 or as specialized subcontractors to be employed in accordance with ITB 16.3 for the key activities listed in Section III, Evaluation and Qualification Criteria 2.4.2(b).

30.3 The Employer reserves the right to waive minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.

30.4 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.



If the assessment of the Bidder's qualification was conducted only for the lowest evaluated Bidder, in accordance with ITB 30.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

30.5 The subcontractors proposed by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.

Furthermore, if the specialized subcontractor proposed in accordance with ITB 16.3 who does not meet the corresponding criteria for the key activities specified in Section III Evaluation and Qualification Criteria 2.4.2(b), the Bidder who proposed such a specialized subcontractor shall be disqualified.

31. Determination of Responsiveness of Technical Bids

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

31.2 For the purposes of this determination, a substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

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

31.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16 and Section III, Evaluation and Qualification Criteria, in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation or omission. The Recommended Spare Parts, if any, proposed by the Bidder shall not be subject to evaluation.

Should a manufacturer or subcontractor proposed for Section III, Evaluation and Qualification Criteria 1.1.3 be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable



manufacturer or subcontractor without any change to the Bid price. Prior to issuing the Letter of Acceptance, the corresponding Schedule to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

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

32. Nonmaterial Nonconformities

32.1 Provided that a Technical Bid is substantially responsive, the Employer may waive any nonconformities (deviation, reservation or omission) in the Technical Bid.

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 by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or components cannot be derived from the price of other substantially responsive Bidder, the Employer shall use its best estimate.

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) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the total of the amounts given under the column for the price breakdown shall prevail and the amount given under the Total Price will be corrected;

(b) where there are errors between the total of the amounts of Schedule Nos. 1 to 6 and the amount given in the Grand Summary, the total of the amounts of Schedule Nos. 1 to



6 shall prevail and the amount given in the Grand Summary will be corrected; and

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

33.2 The Bidder 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**. The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is denominated to the single currency identified above at the selling rates established for similar transactions by the authority **specified in the BDS** and on the date **stipulated in the BDS**.

35. Evaluation of Price Bids

35.1 To evaluate a Price Bid, the Employer shall consider the following:

- (a) the Bid Price, excluding the Specified Provisional Sums and contingency allowance, if any in the Grand Summary of the Price Schedule, but including the Provisional Sum for Daywork when priced competitively;
- (b) price adjustment for correction of arithmetical errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.6;
- (d) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3; and
- (f) converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITB 34.

The price for the Recommended Spare Parts if any, stated in the Price Schedule shall not be subject to evaluation.

35.2 If price adjustment is allowed in accordance with ITB 14.7, 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. Comparison of Bids

35.3 In the case of bidding for multiple lots, the lowest evaluated price of the lot(s) shall be determined as specified in Section III, Evaluation and Qualification Criteria.

36.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 35.1 to determine the lowest evaluated Bid.

36.2 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 Price Schedule, 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.

36.3 In the event of identification of a potentially abnormally low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid Price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

For the purposes of this ITB 36.3, an abnormally low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

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

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



F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Notification of Award

39.1 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”).

39.2 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:

- (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; and
- (d) signing date and amount of the Contract.

39.3 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

40. Signing of Contract

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41. Performance Security

41.1 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 Conditions of Contract, subject to ITB 36.2 using for that purpose the Performance Security Form included in Section IX, 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.

41.2 Failure of the successful Bidder to submit the above-mentioned 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.

42. Notification to Unsuccessful Bidders and Debriefing

42.1 As promptly as possible upon the successful Bidder signing the Contract and furnishing the Performance Security pursuant to ITB 41, the Employer shall notify all unsuccessful Bidders of the results of the bidding.

42.2 After receipt of the Employer's notification pursuant to ITB 42.1 above, the unsuccessful Bidders (including those rejected on the grounds of their Technical Bids not being substantially responsive) may request in writing to the Employer a debriefing seeking an explanation of the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing in accordance with this Clause.





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Section II. Bid Data Sheet





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Bid Data Sheet

A. General

ITB 1.1	<p>The number of the Invitation for Bids is: ICB/NEA/UTDSIP/82/83-01</p> <p>The Employer is: Nepal Electricity Authority located in Federal Democratic Republic of Nepal</p> <p>The Project is: Urban Transmission and Distribution System Improvement Project</p> <p>The name of the Contract is: Package-1: Design Build Plant and Works for Construction of Birauta 132/11kV Substation and Associated Transmission and Distribution Lines in Pokhara</p> <p>The multiple lots of the Project for which the Bids are being invited are: Not applicable.</p>
ITB 2.1	<p>The Borrower is: The Government of Nepal</p> <p>The number of the JICA Loan Agreement is: NE-P13</p> <p>The amount of a Japanese ODA Loan is: 15,901 million Japanese Yen</p> <p>The signed date of the Loan Agreement is: September 21, 2022</p>
ITB 2.2	<p>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.</p>
ITB 2.3	<p>The other sources of finance are: None</p>
ITB 3.1(b)	<p>The list of ineligible firms and individuals is available at the JICA's website: www.jica.go.jp/english/about/organization/corp_gov/index.html</p>
ITB 3.1(c)	<p>The list of debarred firms and individuals is available at the World Bank Group's website: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</p>
ITB 4.5	<p>This bidding is not subject to prequalification.</p>

B. Contents of Bidding Document

ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention: Mr. Kailash Pantha, Project Manager</p> <p>Mailing Address: Urban Transmission and Distribution System Improvement Project, Medium Voltage Grid Development Department, Transmission Directorate, Nepal Electricity Authority, Durbar Marg, Kathmandu, Nepal</p> <p>Email: pokharasubstation@gmail.com</p> <p>Responses to any request for clarification, if any, will be published on the Employer's web page indicated below.</p> <p>Web Page: https://www.nea.org.np/tender_prequalification</p>
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ITB 7.4	<p>A pre-bid meeting will take place at the following date, time and place:</p> <p>Date : November 11, 2025</p> <p>Time : 10:00am NPT</p> <p>Place : A conference room in Gandaki Provincial Office, Nepal Electricity Authority, Pardi, Pokhara, Nepal</p> <p>A site visit will be organized by the Employer</p> <p>Date : November 11, 2025</p> <p>Time : 1:00pm NPT</p> <p>Place : Birauta Substation Construction Site, Rameshwor Marg-Birauta, ward no.-17, Pokhara Metropolitan City, Kaski District, Gandaki Province, Nepal</p>
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(j)	The Bidder shall submit the following additional documents in its Technical Bid: None.
ITB 11.3(c)	The Bidder shall submit the following additional documents in its Price Bid: None.
ITB 13.1	Alternative times for completion will not be permitted.
ITB 13.2	Alternative Bids will not be permitted.
ITB 14.7	The prices quoted by the Bidder shall be adjustable; consequently, the Bidder is required to furnish the indices and weightings for price adjustment formulae as per Schedule of Adjustment Data (Price Adjustment).
ITB 14.9	<p>In accordance with Sub-Clause 14.1 of the Conditions of Contract, Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempted from the payment of import duties and taxes upon importation.</p> <p>In addition to the above:</p> <p>(a) duties, taxes and levies listed in the table below shall be exempted. Such exempted duties, taxes and levies are fallen into two categories, namely:</p> <p>(i) "No Pay" category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.</p> <p>(ii) "Pay & Reimburse" category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that the Contractor first makes all payments arising from or out of or in connection with such liabilities and then apply for</p>



	<p>their reimbursement from the relevant authority, following the procedure prescribed by such authority.</p> <table border="1"> <thead> <tr> <th>No.</th><th>Duty/ Tax/ Levy</th><th>Exemption Category</th></tr> </thead> <tbody> <tr> <td>1</td><td>Japanese companies operating as suppliers or contractors 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.</td><td><i>No Pay</i></td></tr> <tr> <td>2</td><td>Japanese companies operating as suppliers or contractors 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.</td><td><i>No Pay</i></td></tr> <tr> <td>3</td><td>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 or contractors for the implementation of the Project.</td><td><i>No Pay</i></td></tr> </tbody> </table> <p>(b) duties, taxes and levies listed below shall be paid by the Employer on behalf of the Contractor:</p> <p>Applicable Vat and Custom Duties.</p> <p>Except for the above exemptions, the Contractor shall consider necessary information for duties, taxes and levies on the website of the Inland Revenue Department: https://www.ird.gov.np. Bidders may refer to Annex-5 Taxation in Nepal attached to the Bidding Documents for reference, but all information shown on the Inland Revenue Department's website shall prevail.</p>			No.	Duty/ Tax/ Levy	Exemption Category	1	Japanese companies operating as suppliers or contractors 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.	<i>No Pay</i>	2	Japanese companies operating as suppliers or contractors 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.	<i>No Pay</i>	3	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 or contractors for the implementation of the Project.	<i>No Pay</i>
No.	Duty/ Tax/ Levy	Exemption Category													
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3	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 or contractors for the implementation of the Project.	<i>No Pay</i>													
ITB 14.10	<p>The amount of the Provisional Sums shall be as follows:</p> <p>5% of the Bid Price in the currency or currencies in which the Bid Price is expressed in the Bid submitted by the Bidder.</p> <p>The Amounts and Currencies of the Specified Provisional Sums shall be as follows:</p>														



		<table border="1"> <thead> <tr> <th rowspan="2">Item No.</th><th rowspan="2">Description</th><th colspan="2">Amount</th></tr> <tr> <th>Local (NPR)</th><th>Foreign</th></tr> </thead> <tbody> <tr> <td>1</td><td>Cost of Dispute Board (DB)</td><td>2,000,000</td><td>0.0</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td>Total - Specified Provisional Sums</td><td>2,000,000</td><td>0.0</td></tr> </tbody> </table>				Item No.	Description	Amount		Local (NPR)	Foreign	1	Cost of Dispute Board (DB)	2,000,000	0.0						Total - Specified Provisional Sums	2,000,000	0.0
Item No.	Description	Amount																					
		Local (NPR)	Foreign																				
1	Cost of Dispute Board (DB)	2,000,000	0.0																				
	Total - Specified Provisional Sums	2,000,000	0.0																				
Contingency allowance shall be as follows: 10% of the Bid Price in the currency or currencies in which the Bid Price is expressed in the Bid submitted by the Bidder.																							
ITB 15.1 The currency(ies) of the Bid shall be as described below: (a) the inputs to the Works that the Bidder expects to supply from within the Employer's country shall be quoted in Nepalese Rupee, referred to as "the local currency" with no decimal places; and (b) the inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency"), shall be quoted in JPY (Japanese Yen), with no decimal places.																							
ITB 16.2(b) The period after the taking-over of the Works by the Employer, for the Bidder to propose spare parts (i.e. Mandatory Spare Parts and Recommended Spare Parts, if required), special tools, etc: two (2) years																							
ITB 16.3 At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors (i.e.: nominated Subcontractors) selected in advance.																							
ITB 18.1 The Bid validity period shall be one hundred eighty (180) days.																							
ITB 18.3(a) This BDS 18.3(a) is not applicable.																							
ITB 19.1 The amount and currency of the Bid Security shall be USD 280,000.00 (US Dollars Two Hundred Eighty Thousand only).																							
ITB 19.2(d) Other types of acceptable securities: none																							
ITB 20.1 In addition to the original of the Bid, the number of copies is: two (2)																							
D. Submission and Opening of Bids																							
ITB 22.1 For Bid submission purposes only, the Employer's address is: Attention: Mr. Kailash Pantha, Project Manager Mailing Address: Urban Transmission and Distribution System Improvement Project, Medium Voltage Grid Development Department, Transmission Directorate, Nepal Electricity Authority, Durbar Marg, Kathmandu, Nepal The deadline for Bid submission is: Date: January 7, 2026 Time: 12:00pm																							



ITB 25.1	<p>The Technical Bid opening shall take place at:</p> <p>Mailing Address: Urban Transmission and Distribution System Improvement Project, Medium Voltage Grid Development Department, Transmission Directorate, Nepal Electricity Authority, Durbar Marg, Kathmandu, Nepal</p> <p>Date: January 7, 2026</p> <p>Time: 1:00pm</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 expressed in various currencies into a single currency is: Japanese Yen.</p> <p>The source of exchange rate shall be: Nepal Rastra Bank (Central Bank of Nepal) selling rate.</p> <p>The date for the exchange rate shall be: 28 days prior to the date of Technical Bid opening specified in ITB 25.1. In the event of such a day being a national holiday in Nepal, the rate for the next business day applies.</p>





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Section III. Evaluation and Qualification Criteria





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Evaluation and Qualification Criteria

1. Evaluation

1.1 Evaluation of Technical Bid

The evaluation of the Technical Bids consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 30. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (*Qualification*) below.
- (b) determination of the substantial responsiveness of the Technical Bid in accordance with ITB 31. The evaluation criteria for the purpose of this determination have been described hereinunder.

Determination of the substantial responsiveness of the Technical Bid includes, among other things, an assessment of the adequacy of the Bidder's Technical Proposal, during which the Bidder's technical capacity to complete the Works will be assessed in terms of the following. Based on such assessment, the Employer will determine whether the Technical Proposal is substantially responsive to the requirements stipulated in Section VI, Employer's Requirements.

- (i) overall completeness and compliance with the Employer's Requirements.
- (ii) conformity of the Works with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) acceptable levels corresponding to each functional guarantee, as indicated in the Employer's Requirements and in this Section.
- (iii) suitability of the Works in relation to the environmental and climatic conditions prevailing at the site.
- (iv) quality, function and operation of any process control concept included in the Bid.
- (v) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- (vi) mobilization of key construction equipment and personnel in execution of the Works.
- (vii) adequately supervising and controlling of the execution of the Works by the appropriate allocation of staff.
- (viii) planning and scheduling of all work activities in such a manner that the Works will be completed on time and meet with all Contract requirements, mainly the compliance with the Time for Completion, as evidenced by a design and construction schedule provided in the Technical Proposal.
- (ix) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (x) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.
- (xi) conformity of subcontractors proposed in accordance with the items listed in Sub-Factor 1.1.3 below, if applied.



The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) acceptable levels for the specified performance guarantees, will be rejected.

1.1.1 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)	Minimum experience in similar works
[For Common]				
1	Project Manager (i.e. Contractor's Representative under GC Sub-Clause 4.3)	17	7	<p>Not less than seven (7) years of experience as project manager, deputy project manager or site manager.</p> <p>The above experience shall include at least one project for construction of 110kV or higher rating transmission line or substation which is located in outside of home country.</p> <p>The Project Manager shall be a permanent employee of a company from the prime Contractor (not allowed from Sub-Contractor), and assigned at the Site throughout most of period of execution of the Contract.</p> <p>The Project Manager shall be fluent in English.</p>
2	Health and Safety Officer (HSO)	10	4	<p>Operational experience of safety management at the construction sites not less than 4 years, who has experience of similar position of safety officer or site supervisor.</p> <p>The HSO shall be familiar with safety construction procedures and safety manners as mentioned in JICA Standard Safety Specification (JSSS)¹ and good in English communication.</p> <p>The HSO shall be a qualified officer who is licensed or certified by an official agency in the Bidder's home country.</p>

¹ Refer to the relevant Chapters (Safety Requirements) in Technical Specification of the Bidding Documents.



[For Substation Work]					
3	Chief Engineer (for Electrical Design of Substation)	15	10	<p>Experience of plant engineering and design of 110kV or higher voltage substations not less than 10 years.</p> <p>At least one project out of the above experiences shall be outside of home country.</p> <p>He shall be responsible for engineering and design of Substation Work and good in English communication.</p>	
4	Deputy Chief Engineer (for Design of Civil and Building for Substation)	12	8	<p>Experience of engineering and structural design of building not less than 8 years.</p> <p>He shall be responsible for engineering and design of civil and building of Substation Work and good in English communication.</p>	
5	Construction Manager for Substation	10	6	<p>Experience of site manager for construction of 110kV or higher voltage substation not less than 6 years.</p> <p>He shall be responsible for the Contractor's site works for Substation Work and good in English communication.</p>	

[For Transmission Line Work]					
6	Chief Engineer for Design of Underground Transmission Line	15	10	<p>Experience of plant engineering and design of 110kV or higher voltage underground transmission line not less than 10 years.</p> <p>At least one project out of the above experiences shall be outside of home country.</p> <p>He shall be responsible for engineering and design of Underground Transmission Line Work and good in English communication.</p>	
7	Construction Manager for Transmission Line	10	6	<p>Experience of construction manager or supervisor of 110kV or higher voltage underground transmission line not less than 6 years and good in English communication.</p>	



[For Distribution Line Work]				
8	Chief Engineer for Design of Distribution Line	12	8	Experience of plant engineering and design of MV and/or LV distribution line facilities not less than 8 years. He shall be responsible for engineering and design of entire Distribution Line Work and good in English communication.
9	Construction Manager for Distribution Line	10	6	Experience of construction manager of MV and/or LV distribution line facilities not less than 6 years, and good in English communication.

Alternative candidates for key positions shall not be evaluated.

The Bidder shall provide details of the proposed personnel for the Contract together with their experience records in Form PER-1 and Form PER-2 in Section IV, Bidding Forms.



1.1.2 Construction Equipment

The Bidder must demonstrate that it has the key construction equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
	For Substation Work	
1	Oil Purifier for Transformer (5000L/h)	1
2	AC High Voltage Test Set (200kV)	1
3	Primary Injection Test Set	1
4	Secondary Injection Test Set (Relay test set)	1
5	Oil Tester	1
6	Gas Handling Equipment	1
7	Vacuum Pump (1 tor)	1
	For Transmission Line Work	
1	Cable Hauling Machine (for 800sqmm triplex cable for 3 phases)	1
	For Transmission Line Work and Distribution Line Work	
1	Ground-penetrating radar (GPR) Equipment (the latest model/technology)	1

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

1.1.3 Subcontractor for major item of the Works

Subcontractors/manufactures for the following major item of the Works must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the Subcontractor.



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
1	132/11kV Main Transformer	<p>i) Bidder shall provide copies of valid ISO 9001:2015 certificate issued by an authorized agency for the proposed manufacturer</p> <p>ii) The proposed manufacturer must have at least ten (10) years of experience in manufacturing and supplying similar power transformers with a primary side voltage rating of 132kV or higher.</p> <p>In addition, the proposed manufacturer shall have an experience in manufacturing such a transformer with 132kV or higher voltage equipped with plug-in type bushing connectors installed in oil filled cable box for connection with power cables.</p> <p>iii) The manufacturer must have experience with at least two (2) projects involving power transformers with a primary voltage rating of 132kV or higher, each having been successfully in operation for at least three (3) years, within the last fifteen (15) years.</p> <p>iv) Satisfactory type test reports shall be available on a similar type of transformer with 132kV or higher primary side voltage rating, from the proposed manufacturer.</p> <p>Satisfactory type test reports must be provided</p>	<p>i) ISO 9001:2015 certificate</p> <p>ii) Supply record for power transformers with a primary voltage rating of 132kV or higher, covering manufacturing and supply records for not less than last ten (10) years.</p> <p>The supply record shall include transformer(s) equipped with plug-in type bushing connector for connection with 132kV or higher voltage rating power cables.</p> <p>iii) The Bidder shall provide at least two (2) end user certificates as evidence of minimum three (3) years of satisfactory operation of the power transformer of the proposed manufacturer within the last 15 years, as of the date of technical bid opening. These certificates must be submitted with the Bid, and issued in an end user's letterhead stationery including user's address, email address, telephone and fax numbers.</p> <p><u>At least one of end user certificates must be issued by an end user outside of manufacturer's home country.</u></p> <p>iv) Type test reports of similar type transformer with 132kV or higher primary side voltage rating from the proposed manufacturer. The report must be submitted with the Bid. The report should be issued by a testing organization or laboratory that is member of STL or if</p>



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
		for a similar transformer with a primary voltage rating of 132kV or higher, from the proposed manufacturer.	non STL member, the type test must be witnessed by inspector authorized by the STL member testing organization or laboratory.
2	132 kV GIS Equipment	i) Bidder shall furnish copies of valid ISO 9001:2015 certificate issued by an authorized for the proposed manufacturer. ii) The proposed manufacturer must have at least ten (10) years of experience in manufacturing and supplying similar GIS with a voltage rating of 132kV or higher iii) Bidder must have successfully completed at least two (2) GIS projects with a voltage rating of 132kV or higher, each operating successfully for at least three (3) years with an annual gas leakage rate of less than 0.1%, within the last fifteen (15) years. iv) The Bidder must provide the satisfactory type test reports of a similar type of GIS with 132kV or higher voltage rating, from the proposed manufacturer. The type test reports must be issued by a STL member testing organisation or laboratory, or such type tests shall be witnessed by an inspector authorized by STL member testing organisation or	i) ISO 9001:2015 certificate ii) Supply record for GIS with 132kV or higher voltage rating, covering manufacturing and supplying records for not less than last ten (10) years. iii) Bidder must provide at least two (2) end user certificates to evidence that the offered GIS has been in satisfactory operation for minimum three (3) years as of the date of technical bid opening. These certificates must be submitted with the Bid, and issued by an end user on their letterhead stationery indicating address, email address, telephone, fax numbers. <u>At least one of end user certificates must be issued by an end user outside of manufacturer's home country.</u> iv) Type test reports of a similar type of GIS with 132kV or higher voltage rating, from the proposed manufacturer. The report must be submitted with the Bid and must be issued by a STL member testing organisation or laboratory, or otherwise such type tests must be witnessed by inspector authorized by STL member testing organisation or laboratory.



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
		laboratory.	The Bidder shall submit a test report demonstrating a gas leakage rate of not more than 0.1% per year for a similar type of Gas-Insulated Switchgear (GIS) with a voltage rating of 132kV or higher.
3	Substation Automation System (SAS), Protection Relays, SDH Multiplexer Fibre Optic Cable	i) Bidder shall furnish copies of valid ISO 9001:2015 certificate issued by an authorized agency for the proposed manufacturer. ii) The proposed manufacturer shall have at least ten (10) years of experience in manufacturing and supplying the similar equipment applied for 132kV or higher voltage rating system. iii) The proposed manufacturer must have experiences in the at least two (2) projects involving successful operation of similar equipment for a minimum period of three (3) years within the last fifteen (15) years. iv) Bidder shall submit satisfactory type test reports on a similar type manufactured by proposed factory. The type test reports shall be issued by an internationally reputed testing laboratory.	i) ISO 9001:2015 certificate ii) Supply record of the similar equipment applied for 132kV or higher voltage rating system, covering manufacturing and supplying records for not less than ten (10) years. iii) The Bidder must submit at least two (2) end user certificates as evidence that the supplied equipment from the proposed manufacturer has been in satisfactory service for a minimum three (3) years as of the date of technical bid opening. These end user certificates shall be submitted with the Bid, and issued by an end user's letterhead stationery clearly stating their address, email address, telephone and fax numbers of the users. <u>At least one of end user certificates must be issued by an end user outside the manufacturer's home country.</u> iv) Type test reports on a similar type of equipment, issued by an internationally reputed testing organisation or laboratory.



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
4	132kV XLPE Triplex Power Cable	<p>i) Bidder shall furnish copies of valid ISO 9001:2015 certificate for the proposed manufacturer issued by an authorized agency.</p> <p>ii) The proposed manufacturer must have at least ten (10) years of experience in manufacturing and supplying 132kV or higher voltage rating XLPE power cable. In addition, the manufacturer shall have experience in supplying 132kV or higher voltage triplex XLPE cables for at least three (3) projects, with each project involving a minimum cable length of 1km.</p> <p>iii) The Bidder shall demonstrate experience in at least two (2) projects involving successful operation of 132kV or higher voltage rated XLPE cables for a minimum period of three (3) years in the last fifteen (15) years.</p> <p>iv) Bidder shall submit satisfactory type test reports for a similar XLPE power cable with 132kV or higher rating, manufactured from the proposed manufacturer.</p>	<p>i) ISO 9001:2015 certificate</p> <p>ii) Supply record for 132kV or higher voltage-rating XLPE power cables, covering manufacturing and supply records for not less than last ten (10) years. The supply record must include experience in supplying 132kV or higher voltage triplex XLPE cables for at least three (3) projects, with each project involving a minimum cable length of 1 km.</p> <p>iii) The Bidder shall submit at least two (2) end user certificates as evidence of minimum three (3) years of satisfactory service, as of the date of technical bid opening. These end user certificates shall be submitted with the Bid, and must be issued on the respective end user's letterhead stationery clearly indicating the address, email address, telephone and fax numbers of the users.</p> <p><u>At least one of end user certificates must be issued by an end user located outside the manufacturer's home country.</u></p> <p>iv) Type test reports for a similar power cable with 132kV or higher rating, manufactured by the proposed manufacturer. The type test reports shall be issued by an internationally reputed and acknowledged testing laboratory.</p>



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
5	<p>132kV Outdoor Cable Sealing End,</p> <p>132kV GIS Cable Sealing End,</p> <p>132kV Cable Joint</p>	<p>i) These items of equipment (i.e. 132kV Outdoor Cable Sealing End, 132kV GIS Cable Sealing End, 132kV Cable Joint) shall be designed and manufactured by a single manufacturer (i.e. by the same manufacturer).</p> <p>ii) The Bidder shall furnish copies of valid ISO 9001:2015 certificate issued for the proposed manufacturer by an authorized agency.</p> <p>iii) The proposed manufacturer shall have at least ten (10) years of experience in manufacturing and supplying similar equipment with 132kV or higher voltage rating.</p> <p>iv) The proposed manufacturer shall demonstrate experience in at least two (2) projects involving the successful operation of similar equipment with 132kV or higher voltage rating in the last fifteen (15) years.</p> <p>v) Satisfactory type test reports for a similar type of cable sealing end with 132kV or higher rating for the proposed manufacturer.</p>	<p>i) Nil</p> <p>ii) ISO 9001:2015 certificate</p> <p>iii) Supply record of similar equipment with 132kV or higher voltage rating, covering manufacturing and supplying for not less than last ten (10) years.</p> <p>iv) At least two (2) end user certificates as evidence of minimum three (3) years of satisfactory service within the last 15 years as of the date of technical bid opening. These certificates shall be submitted with the Bid, and issued on end user's respective letterhead stationery indicating address, email address, telephone and fax numbers of the users. <u>At least one of end user certificates must be issued by an end user located outside of manufacturer's home country.</u></p> <p>v) Type test reports for similar equipment with 132kV or higher rating, manufactured by the proposed manufacturer. The type test reports shall be issued by an internationally reputed and acknowledged testing laboratory.</p>



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
6	Lightening Arrestor for 132kV Line Disc Insulator Tower	<p>i) Bidder shall furnish copies of valid ISO 9001:2015 certificate for the proposed manufacturer issued by an authorized agency.</p> <p>ii) The proposed manufacturer shall have at least ten (10) years of experience in manufacturing and supplying similar equipment applied for 132kV or higher voltage rating system.</p> <p>iii) The proposed manufacturer shall have least two (2) projects involving successful operation of similar equipment with 132kV or higher voltage rating 3 years in the last fifteen (15) years.</p> <p>iv) Satisfactory type test reports for similar type cable sealing end with 132kV or higher rating, manufactured by proposed manufacturer.</p>	<p>i) ISO 9001:2015 certificate</p> <p>ii) Supply record for equipment applied for 132 kV or higher voltage rating system, covering manufacturing and supply records for not less than last ten (10) years.</p> <p>iii) At least two (2) end user certificates as evidence of a minimum of three (3) years of satisfactory service within the last 15 years as of date of technical bid opening. These certificates shall be submitted with the Bid, and issued on end user's respective letterhead stationery indicating address, email address, telephone and fax numbers.</p> <p>iv) Type test reports for similar equipment used for 132kV or higher voltage transmission lines manufactured by the proposed manufacturer. The type test reports shall be issued by an internationally reputed and acknowledged testing laboratory.</p>
7	11kV GIS (Switchgear with VCB) 11kV Ring Main Unit (RMU) 11kV XLPE Power Cable 11kV Straight Joint 11kV Cable Termination	<p>i) Bidder shall furnish copies of valid ISO 9001:2015 certificate for the proposed manufacturer issued by an authorized.</p> <p>ii) At least ten (10) years of manufacturing and supplying experience of the equipment of 11kV to 33kV voltage rating.</p> <p>iii) Experience in least two (2) projects involving the successful operation of equipment with a voltage rating of 11kV to 33kv for 3</p>	<p>i) ISO 9001:2015 certificate</p> <p>ii) Supply record of similar voltage rating (such as 11kV to 33kV) of equipment for not less than last 10 years as of the bid opening date.</p> <p>iii) At least two (2) end user certificates as evidence for minimum three (3) years in satisfactory operation in the last 15 years as of date of</p>



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
	11kV XLPE Insulated AAA Conductor	<p>years in the last fifteen (15) years.</p> <p>iv) Satisfactory type test reports on a similar equipment with similar voltage rating, manufactured by the proposed factory shall be available.</p>	<p>technical bid opening. These certificates shall be submitted with the Bid, and issued by respective end users in their letterhead stationery indicating address, email address, telephone and fax numbers.</p> <p>iv) Type test reports on a similar equipment, manufactured by the proposed manufacturer. The type test reports shall be issued by an internationally reputed and acknowledged testing laboratory.</p>
8	Remote Terminal Unit (RTU) Feeder Remote Terminal Unit (FRTU) SCADA/DMS	<p>i) For the proposed manufacturer Bidder shall furnish copies of valid ISO 9001:2015 certificate issued by an authorized agency.</p> <p>ii) At least ten (10) years of manufacturing and supplying experience.</p> <p>iii) The proposed manufacturer shall submit the experiences in at least two (2) projects involving the successful operation of similar equipment for distribution lines for minimum of three (3) years in the last fifteen (15) years.</p> <p>iv) Satisfactory type test reports on a similar equipment with similar voltage rating, manufactured by the proposed factory shall be available.</p>	<p>i) ISO 9001:2015 certificate</p> <p>ii) Supply record of the similar type of equipment used for the distribution line network with voltage rating of 11kV or higher for not less than last 10 years as of the bid opening date.</p> <p>iii) At least two (2) end user certificates as evidence of minimum three (3) years of satisfactory operation in the last 15 years as of date of technical bid opening. These certificates shall be submitted with the Bid, and issued by an end user's respective letterhead stationery indicating address, email address, telephone and fax numbers of the users.</p> <p>iv) Type test reports on a similar equipment, manufactured proposed manufacturer. The type test reports shall be issued by an internationally reputed and acknowledged testing laboratory.</p>



Item No.	Description of Item	Minimum Criteria to be met	Submission Requirement
9	Domestic Sub-contractor(s) for Civil and Building Works	<ul style="list-style-type: none"> i) Any local subcontractor(s) shall be a company registered in Nepal with government regulation ii) The above subcontractor(s) shall have adequate and qualified resources of designers, engineers and supervisors for the required works. iii) At least ten (10) years of experience of construction of similar size or larger scale of buildings. iv) Among the above experience, the Bidder must demonstrate that the proposed subcontractor has successfully completed two (2) projects of similar size within the last ten (10) years v) Prior consent of the Engineer shall be obtained to engage Subcontractors. 	<ul style="list-style-type: none"> i) Company's registration certificate. ii) Company's organizational chart showing adequate skill human resources for required this project, iii) Company's experience record to show the completion of similar projects at least for the last ten (10) years. iv) At least two (2) end user certificates to evidence the successful completion of building in the last ten (10) years. The certificates must be issued by on the end user's respective letterhead stationery indicating address, email address, telephone and fax numbers of the users, including information of completed buildings such as address, photographs, etc.
10	Domestic Sub-contractor(s) (other than the above item no. 9)	<ul style="list-style-type: none"> i) Any local subcontractor(s) shall be a company registered in Nepal with government regulation. ii) At least five (5) years of experience of construction of transmission or substation project. iii) The subcontractor shall have adequate and qualified resources of engineers and supervisors for the required works. iv) Prior consent of the Engineer shall be obtained to engage Subcontractors. 	<ul style="list-style-type: none"> i) Company's registration certificate ii) Company's experience record of similar projects to evidence the experience of at least in the last five (5) years. iii) The candidate Sub-contractors will finally be confirmed with the Employer / the Engineer before signing on the Contract.



In the case of a Bidder who offers to supply and install major items of the Works under the contract, which are not manufactured or produced by the Bidder the Bidder must submit a **Manufacturer's Authorization**. This authorization ,in the format provided in Section IV, Bidding Forms, must confirm that the Bidder Manufacturer or producer has duly authorized the Bidder to supply and install the specified plant, equipment, or components in the Employer's country.

1.1.4 Other Evaluation Criteria

Not applicable.

1.2 Evaluation of Price Bid

In addition to the criteria listed in ITB 35.1 (a) – (c), (e) and (f), the following criteria shall apply:

Quantifiable nonmaterial nonconformities

- (a) Pursuant to ITB 32.3 and ITB 35.1(e), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) 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.
- (b) Scope of work of each bid will be examined for completeness and compliance with the contract requirements and if item(s) appear to be excluded, an amount representing the average amount for excluded items of all other responsive bids will be added to the bid price for evaluation purpose.
- (c) If there is a discrepancy between the quantity of any item quoted by a Bidder and quantity specified in the Bidding Documents, the quantity specified in the Bidding Documents shall prevail and the total cost will be corrected by multiplying the unit rate and quantity.
- (d) If any Bidder quoted any additional item(s) which are not mentioned in the Bidding Documents shall be excluded and the total quoted bid price shall be corrected accordingly.
- (e) In case of items quoted without indicating any quantity, the total price quoted against such items shall prevail and the unit price of that item(s) shall be obtained by dividing the total quoted price by the quantity specified in the Bidding Documents.
- (f) In case no unit price is mentioned but total price is mentioned against an item, the total price will be divided by the total no. of unit of that item that is mentioned by the Bidder to find the unit price and the total price shall be corrected by



multiplying that unit price with the original no. of unit as mentioned in the Bidding Documents of that item.

- (g) In case there is any ambiguity between unit price and total price then the unit price shall prevail, and the total price shall be corrected by multiplying that unit price with the original no. of unit as mentioned in the Bidding Documents of that item.
- (h)
 - (i) If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], during evaluation and in the event of award.
 - (ii) However, if lump-sum discount is offered, the foreign currency portion of the same shall be considered in full on the foreign currency price component of bid price and the local currency portion shall be considered in full on the local currency price component of bid price (by proportionately reducing foreign currency/local currency price of individual items), during evaluation and in the event of award.

To obtain the unit price of each item, the discount mentioned in (i) and (ii) above shall be applied proportionately to each of the individual item(s) and the above unit price shall be applicable for whole of the contract period.

1.2.1 Other Evaluation Criteria (ITB 35.1(d))

The following factors and methods will apply under ITB 35.1 (d):

(a) Operating and Maintenance Costs

Not Applicable.

(b) Performance Guarantees of the Works

Based on the guaranteed values provided by Bidder in the form of Schedule of Guarantee, the transformer loss evaluation and capitalization will be taken into account in accordance with the methodology specified in the Sub-Clause 5.4 of the Chapter 5 of the Technical Specification for Substation Work.

1.2.2 Award Criteria for Multiple Lots (ITB 35.3)

Not Applicable.

1.3 Alternative Times for Completion (ITB 13.1)

Time for Completion of the Works shall be: 730 days from the Commencement Date. No credit will be given for earlier completion.



2. Qualification

(I) Qualification of the Bidder but not of Bidder's Affiliates

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as specialized subcontractors to be employed for the key activities listed in this Section), and not the Bidder's parent company(ies), group companies, subsidiaries, or other affiliates, that must satisfy the qualification criteria.

(II) Exchange Rate for Qualification Criteria

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

(a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.

(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.

(III) Qualification Criteria for Award of Multiple Lots

Not Applicable



2.1 Eligibility

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
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 ⁽ⁱ⁾ with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of Technical 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 (ii)	N/A	Letter of Technical Bid Form ACK

Notes for the Bidders

(i) ELI -2 is required only if the Bidder is a JV.

(ii) This requirement also applies to subcontractors if proposed by the Bidder under 1.1.3 above and 2.4.2(b) below.



2.2 Historical Contract Non-Performance and Litigation

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
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 1 st January 2020.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be 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 orders ⁽ⁱⁱⁱ⁾ against the Bidder since 1 st January 2020.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON

Notes for the Bidders

(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 Employer's decision was overruled by the dispute resolution mechanism. Moreover, 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 resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of court orders against the Bidder or any member of a joint venture may result in failure of the Bid.



2.3 Financial Situation and Capabilities

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.3.1	Financial Performance	<p>The financial statements for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p> <p>As the minimum requirement, the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN –1 with attachments
2.3.2	Average Annual Turnover	Minimum average annual turnover of USD 20 Million, calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years, divided by five (5) years.	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40 % of the requirement	Form FIN –2
2.3.3	Financial Capabilities	The Bidder shall demonstrate, to the satisfaction of the Employer that it currently (as of the Bid submission deadline), it has access to, or has available, liquid assets, unencumbered	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –3 and FIN –4



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		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 4.0 million for the subject contract(s) net of the Bidder's all other commitments, both current and future.					



2.4 Experience

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.4.1	General Experience	Continuous experience in construction works and/or in plant and installation services, as appropriate, in the role of prime contractor ⁽ⁱ⁾ (single firm or JV member) or subcontractor between 1 st January 2015 and the Bid submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
2.4.2 (1)	Specific Experience (for Substation Work)	(a) A minimum number of three (3) similar contracts, each of minimum value of 7 Million USD ⁽ⁱⁱ⁾ that have been satisfactorily completed ⁽ⁱⁱⁱ⁾ as a prime contractor ⁽ⁱ⁾ (single entity or JV member) ^(iv) between 1 st January 2010 and Bid submission deadline. The similarity of the contract shall be design built contract for design, supply, delivery, installation, tests and commissioning of 132kV or higher voltage new GIS substation(s).	Must meet requirement	Must meet requirement ^(v)	N/A	N/A	Form EXP –2(a) with attachment
		(b) For the above or other contracts completed as prime contractor ⁽ⁱ⁾ (single entity or JV member) or subcontractor ^(vi) between 1 st January 2010 and Bid submission deadline, a minimum experience in the following key activities successfully completed ⁽ⁱⁱⁱ⁾ : (i) At least two design build contracts for design, supply, delivery, installation, testing and commissioning of 132kV or higher voltage new GIS substation	Must meet requirement Following activities can be met through a specialized subcontractor: N/A	Must meet requirement ^(v) Following activities can be met through a specialized subcontractor: N/A	N/A	N/A	Form EXP –2(b) with attachment



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		outside of Bidder's home country. (ii) At least one contract shall be in South or Southeast Asian country.					
2.4.2 (2)	Specific Experience (for Transmission Line Work)	(a) A minimum number of three (3) similar contracts, each of minimum value of 2.5 Million USD ⁽ⁱⁱ⁾ that have been satisfactorily completed ⁽ⁱⁱⁱ⁾ as a prime contractor ⁽ⁱ⁾ (single entity or JV member) ^(iv) between 1st January 2010 and Bid submission deadline. The similarity of the contract shall be design built contract for design, supply, delivery, installation, tests and commissioning of 110kV or higher voltage underground transmission line with the route length of equal or more than 0.7 km.	Must meet requirement	Must meet requirement ^(v)	N/A	N/A	Form EXP -2(a) with attachment
		(b) For the above or other contracts completed as prime contractor ⁽ⁱ⁾ (single entity or JV member) or subcontractor ^(vi) between 1 st January 2010 and Bid submission deadline, a minimum experience in the following key activities successfully completed ⁽ⁱⁱⁱ⁾ : (i) At least one contract for underground transmission line construction using 110 kV or higher	Must meet requirement Following activities can be met through a specialized subcontractor : At least one contract for construction of 110 kV or	Must meet requirement ^(v) Following activities can be met through a specialized subcontractor : At least one contract for construction of 110 kV or	N/A	N/A	Form EXP -2(b) with attachment Form ELI -3 Schedule of Subcontractors (if specialized subcontractor's experience is necessary) Form-MAN



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		voltage triplex cable. (ii) At least one contract shall be in South or Southeast Asian country.	higher voltage triplex cable transmission line.	higher voltage triplex cable transmission line.			
2.4.2 (3)	Specific Experience (for Distribution Line Work)	(a) A minimum number of two (2) similar contracts, each of minimum value of 3 Million USD ⁽ⁱⁱ⁾ that have been satisfactorily completed ⁽ⁱⁱⁱ⁾ as a prime contractor ⁽ⁱ⁾ (single entity or JV member) ^(iv) between 1st January 2015 and Bid submission deadline. The similarity of the contract shall be design built contract for design, supply, delivery, installation, tests and commissioning of 11kV and low voltage distribution line with the route length of equal or more than 4km.	Must meet requirement	Must meet requirement ^(v)	N/A	N/A	Form EXP –2(a) with attachment
		(b) For the above or other contracts completed and under implementation as prime contractor ⁽ⁱ⁾ (single entity or JV member) or subcontractor ^(vi) between 1 st January 2015 and Bid submission deadline, a minimum experience in the following key activities successfully completed ⁽ⁱⁱⁱ⁾ : (i) At least one contract shall include the experience of construction of 11 kV underground distribution transmission line in the route length of 2 km in total.	Must meet requirement Following activities can be met through a specialized subcontractor: N/A	Must meet requirement ^(v) Following activities can be met through a specialized subcontractor: N/A	N/A	N/A	Form EXP –2(b) with attachment



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		(ii) At least one contract shall be in South or Southeast Asian country.					

Notes for the Bidders

- (i) For the purposes of this criterion, a 'management contractor' is also considered as a prime contractor. A firm which takes on the role of contract management is referred herein as 'management contractor'. A management contractor does not normally perform directly the work(s) or plant 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 contract.
- (ii) Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
- (iii) Completion shall be evidenced by submission of copy of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2(a) or Form EXP-2(b) of Section IV, Bidding Forms.
- (iv) For contracts under which the Bidder participated as a JV member, only the Bidder's share, by value, shall be considered to meet this requirement.
- (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, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of 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 JV member or subcontractor, only the Bidder's share, by value and role, shall be considered to meet this requirement.



Section IV. Bidding Forms





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Annex IV-1 Form of Price Schedule

Schedule No. 1: General Items

[Substation Work]

Schedule No. 2: Design

Schedule No. 3: Supply of Plant (Off-Site)

Schedule No. 4: Construction, Installation and Testing (On-Site)

Schedule No. 5: Training

Schedule No. 6: Mandatory Spare Parts

Schedule No. 7: Recommended Spare Parts

[Transmission Line Work]

Schedule No. 2: Design

Schedule No. 3: Supply of Plant (Off-Site)

Schedule No. 4: Construction, Installation and Testing (On-Site)

Schedule No. 5: Training

Schedule No. 6: Mandatory Spare Parts

Schedule No. 7: Recommended Spare Parts

[Distribution Line Work]

Schedule No. 2: Design

Schedule No. 3: Supply of Plant (Off-Site)

Schedule No. 4: Construction, Installation and Testing (On-Site)

Schedule No. 5: Training

Schedule No. 6: Mandatory Spare Parts

Schedule No. 7: Recommended Spare Parts

Schedule of Specified Provisional Sums

Grand Summary

Schedule of Payments



[prepare this Letter of Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]

Letter of Technical Bid

Date	: [insert date of Bid submission]
IFB No.	: [insert Invitation for Bid number]
Project	: [insert name of Project]
Contract	: [insert name of Contract]

To: [insert full name of Employer]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 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 Document 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 Document, 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); 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 or corruption.

Name of the Bidder¹[insert name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder²[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*]

Notes for the Bidders

1. In the case of the Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.
2. Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Technical Bid.



[prepare this Letter of Price Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]

Letter of Price Bid

Date	: [insert date of Bid submission]
IFB No.	: [insert Invitation for Bid number]
Project	: [insert name of Project]
Contract	: [insert name of Contract]

To: [insert full name of Employer]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: [insert the number and issuing date of each addendum];
- (b) We offer to execute in conformity with the Bidding Document and Technical Bid the following Works: [insert a brief description of the Works];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
[In case of only one lot, insert the total Bid Price in words and figures, indicating the amounts in the respective currencies].
- (d) The discounts offered and the methodology for their application are:

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

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

- (e) Our Bid shall be valid for a period of [specify the number of calendar days] days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) 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
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.



Name of the Bidder¹ [*insert name of the Bidder*]

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*]

Notes for the Bidders

1. In the case of the Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.



Schedule of Adjustment Data

Table A. Local Currency

(i)	(ii)	(iii)	(iv)		(v)	(vi)
Index Code	Index Description	Source of Index	Base Cost Index ³		Total Amount ¹ (Each Index)	Bidder's proposed weighting ²
			Value	Date		
	Non-adjustable	-	-	-		a: 0.5 (fixed)
L	Labor	SWI (NSIC)⁴				b: <u>(0.10 – 0.15)</u>
M	Material	NWPI⁵				c: <u>(0.20 – 0.25)</u>
E	Equipment	NWPI⁵				d: <u>(0.10 – 0.15)</u>
Total						1.00

Notes for the Bidders

1. The Bidder shall fill in column (v), the Total Amount of each index component (i.e.: labour, material, equipment, etc as stated in column (ii)) quoted in the local currency.
The Total Amount of the relevant “*Non-adjustable*” component shall also be indicated in the corresponding cell.
2. The Bidder shall specify a value within the ranges given by the Employer in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vi), so that the total weighting equals 1.00.
3. The Values and the Dates of the Base Cost Index(ices) will be provided by the Employer prior to contract signing.
4. SWI (NSIC) means Salary and Wage Index by NSIC (National Standard Industrial Classification). The index for “Construction” shall be adopted for the price adjustment.
5. NWPI (National Wholesale Price Index) means the index published by the national authority to reflect the average price changes of goods traded at the wholesale level. The index for “Construction Material” and for “Machinery and Equipment” shall be adopted for the price adjustment.



Table B. Foreign Currency

Payment Currency²: _____

(i) Index Code	(ii) Index Description	(iii) Source of Index ³	(iv) Base Cost Index ⁴		(v) Total in Source Currency ⁵		(vi) Total in Payment Currency ⁶		(vii) Bidder's proposed weighting ⁷
			Value	Date	Type	Amount	Exchange Rate	Amount	
	Non- adjustable	-	-	-	-	-			a: 0.5 (fixed)
E	Equipment								b: (0.20 - 0.35)
F	Freight								c: (0.05 - 0.15)
L	Labor								d: (0.05 - 0.15)
Total								1.00	

Notes for the Bidders

1. If so provided in BDS 15.1, in case of Single-Stage Two-Envelope Bidding and in BDS 31.1 in case of Two-Stage One-Envelope Bidding, the Bidder may quote in more than one foreign currency and, then this table should be repeated for each of those foreign currencies.
2. The Bidder shall indicate at the top of the table, the type of the foreign currency.
3. The Bidder shall indicate the source of each index in column (iii).
4. The Bidder may leave the Values and the Dates of the Base Cost Indices in column (iv) blank. If they are not available prior to submission of the Bid, due to absence of the relevant publication. However, the Bidder shall provide such Values and Dates prior to contract signing.
5. The Bidder shall fill in Column (v), the Total Amount of each index component (i.e.: labour, material, equipment, etc as stated in column (ii)) to be procured in a particular Source Currency.

For the purposes of this Schedule, the “Source Currency” of any index component means the currency, in which that index component is intended to be procured by the Bidder.

If the Source Currency of any index component is as same as the Payment Currency of this table, the Bidder may leave the corresponding cell of column (v) blank.

6. The Bidder shall derive the Total Amount in Payment Currency in Column (vi) by applying the exchange rate prevailing on the Base Date (as defined in GC Sub-Clause 1.1.3.1), as published by the central bank of the country of the source currency, to the Total Amount in Source Currency in column (v).

The Total Amount of the “Non-adjustable” component quoted in the subject foreign currency shall also be indicated in the corresponding cell.

7. The Bidder shall specify a value within the ranges given by the Employer in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vii), so that the total weighting equals 1.00.



Conditions Applicable to Price Adjustment

The following conditions shall apply:

- (a) The Base Date shall be the date twenty eight (28) days prior to: the Bid submission deadline.
- (b) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. In case the Time for Completion is extended due to reasons attributable to the Contractor, no price adjustment under this Sub-Clause shall be applied to the extended period.
- (c) If the currency in which the Contract price, P_0 , is expressed is different from the currency of the country of origin of the materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (d) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.
- (e) If there is no data entered in the above table, the price adjustment does not apply to such item of which no data is entered.



Price Schedule

A. Preamble

1. The Price Schedule shall be read in conjunction with the General and Particular Conditions of Contract and the Employer's Requirements.
2. Unless otherwise stated in the Particular Conditions of Contract, the Contract is executed on a lump-sum price basis. The Schedules do not generally give a full description of the Works to be executed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The quantities (if any) given in the Price Schedule shall be used in accordance with Sub-Clause 14.1 of the Conditions of Contract.
3. Any parts, consumables or spare parts required for attaining the completion of the Works shall:
 - (a) be included in or deemed to be covered by the rates and/or prices entered in the relevant Schedules of Rates and Prices of the Price Schedule. No separate payment shall be made in respect of any of such parts, consumables or spare parts.
 - (b) become the Employer's property immediately after they are brought to the Site, regardless of whether they will be subsequently used for the completion or will remain unused.
4. The Spare Parts that the Employer considered necessary for the operation and maintenance of the Works shall be included in the Price Schedule entitled "Mandatory Spare Parts", whereas Price Schedule entitled "Recommended Spare Parts" shall include additional spare parts proposed by the Bidder. Both Mandatory and Recommended Spare Parts are to be supplied prior to the completion of the Works.
5. The rates and prices in the completed Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all of design, construction 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.
6. A rate or price shall be entered against each item in the Price Schedule, irrespective of whether quantities are stated or not. Items against which no rate or price is entered in the completed Price Schedule shall be deemed to be covered by the rates or prices entered for other items therein, and will not be paid for separately.
7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the completed Price Schedule, and where no items are provided, the cost shall be deemed to be included in the rates or prices entered for the related items of work.



8. The payment shall be made in accordance with the Conditions of Contract in the currency or currencies indicated under each respective item in the Price Schedule.

If any composite or lump sum items require price breakdowns (as indicated in B: *Work Items* below), for the purposes of making payments or partial payments, valuation of Variations or evaluation of claims, or for such other purposes as the Engineer considers reasonable, the Engineer may use the breakdown of such items submitted by the Contractor during the bidding stage and included as an attachment to this Price Schedule.

Such breakdowns shall clearly show the items of work activities that the respective composite or lump item consists of, their quantities and unit prices in the manner which can be used for the purposes described above.

9. General requirements, directions and/or descriptions of work and materials are not necessarily repeated or summarized in the Price Schedule. Relevant sections of the Contract documents shall be referred before entering prices against each item in the Price Schedule.

10. Provisional Sums included and so designated in the Price Schedule shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 or Sub-Clause 13.6 of the Conditions of Contract, as applicable. Notwithstanding the above, the Provisional Sum for the cost of the DB shall require no prior instruction of the Engineer.

11. No Contractor's overhead charges, or profit shall be included or payable on the Provisional Sum for the cost of the DB.

12. Among the items in the Price Schedule, the quantity of the following item(s) shall be finalized on a re-measurement basis.

Schedule No.3 for Transmission Line Work

Items no.: B1.1.1
 Description: 132kV 3x800mm² Triplex XLPE Cable

Schedule No.3 for Distribution Line Work

Items nos.: C1.1.1 & C1.1.2
 Description: 3-Core, 11kV, XLPE Armoured Aluminium Cable and HDPE Pipe

Items nos.: C1.2.1 & C1.2.2
 Description: LT XLPE Armoured 3.5 Core, Aluminium Cable and HDPE Pipe

Items nos.: C1.3.1 to C1.3.5
 Description: Armoured, XLPE and Multi-stranded Service Cable and PVC Pipe

Items nos.: C1.5.1 to C1.5.4
 Description: LT Feeder Pillar suitable for outdoor installation

Items nos.: C2.1.1 & C2.1.2
 Description: Steel Tubular Poles



Items no.:	C.2.2.1
Description:	11kV XLPE Insulated AAA Conductor
Items nos.:	C3.3.1 to C3.3.3
Description:	Network Management System (NMS)
Items no.:	C3.4.1
Description:	Local SCADA/DMS system
Items nos.:	C3.7.1 & C3.7.2
Description:	Underground Fiber Optic Cable (UGFO Cable) and PLB-HDPE Pipe

Schedule No.4 for Distribution Line Work

Items nos.:	C1.3.1 to C1.3.5
Description:	Armoured, XLPE and Multi-stranded Service Cable and PVC Pipe
Items nos.:	C1.5.1 to C1.5.4
Description:	LT Feeder Pillar suitable for outdoor installation
Items nos.:	C2.1.1 & C2.1.2
Description:	Steel Tubular Poles
Items nos.:	C3.3.1 to C3.3.3
Description:	Network Management System (NMS)
Items no.:	C3.4.1
Description:	Local SCADA/DMS system
Items no.:	C3.8
Description:	RCC Manholes (for Joint and providing Service Loops)

Method of measurement:

The quantity of the Plant (goods/equipment) to be supplied / constructed under the Contract shall be finalized in accordance with the Contractor's survey and design subject to the approval of the Employer and the Engineer during design stage after the commencement of the Contract.

13. Any unit rates and/or prices quoted in the Price Schedule in:
 - (a) NPR (Nepalese Rupee), there shall be no decimal places below zero.
 - (b) JPY (Japanese Yen), there shall be no decimal places below zero.

Any price(s) resulting from computations (such as unit price multiplied by quantity) shall be rounded down to the nearest decimal place(s) as indicated for each relevant currency above.

14. Where there are any items of work provided in the Price Schedule for complying with requirements of Sub-Clauses 6.1 through 6.24 of the Conditions of Contract, payment for



such items are made only by monthly instalments upon the Contractor's compliance with all contract requirement with respect of that item, for each month, to the satisfaction of the Engineer.

15. For Schedule No.3 Supply of Plant (Off-Site), the Bidder shall input the prices on CIP Pokhara basis for supply of Plant to be imported from Abroad in the columns of foreign currency (JPY), meanwhile input the prices on EXW (Ex-Works) basis for supply of Plant from within Nepal in the columns of local currency (NPR) and include the inland transportation cost from the local factory to project site or NEA's storage.
16. For Schedules No.6 and No. 7, the Bidder shall input the prices in the same manner as stipulated in the above item no. 15.



B. Work Items

1. The form of the Price Schedule is enclosed in Annex IV-1, hereinafter attached. It contains the Schedules of Rates and Prices, Schedules of Specified Provisional Sums and the Grand Summary, consisting of:

[Substation Work]

Schedule No. 1 - General Items;

Schedule No. 2 - Design;

Schedule No. 3 - Supply of Plant (Off-Site);

Schedule No. 4 - Construction, Installation and Testing (On-Site);

Schedule No. 5 - Training;

Schedule No. 6 - Mandatory Spare Parts;

Schedule No. 7 - Recommended Spare Parts;

[Transmission Line Work]

Schedule No. 1 - General Items;

Schedule No. 2 - Design;

Schedule No. 3 - Supply of Plant (Off-Site);

Schedule No. 4 - Construction, Installation and Testing (On-Site);

Schedule No. 5 - Training;

Schedule No. 6 - Mandatory Spare Parts;

Schedule No. 7 - Recommended Spare Parts;

[Distribution Line Work]

Schedule No. 1 - General Items;

Schedule No. 2 - Design;

Schedule No. 3 - Supply of Plant (Off-Site);

Schedule No. 4 - Construction, Installation and Testing (On-Site);

Schedule No. 5 - Training;

Schedule No. 6 - Mandatory Spare Parts;

Schedule No. 7 - Recommended Spare Parts;

Daywork Schedule (Not applicable);

Schedule of Specified Provisional Sums; and

Grand Summary.

2. The Price Schedule shall include as attachments thereto, price breakdowns for the following composite or lump sum items, in order for the Employer and the Engineer to understand and confirm what items are considered into the estimated price as lump sum:

[Substation Work]

Schedule No.1:

A1 Security of the Site,

A2 Health and Safety Management,

A3 Environmental Activities,

A4 Establishment and Removal of Facilities for Contractor's Personnel,

A5 Maintenance of Facilities for Contractor's Personnel,

A6 Establishment and Removal of office in the site and office equipment for use of



Employer and Engineer in Birauta,
A7 Maintenance of office in the site and office equipment for use of Engineer,
including cost of cars for Employer and Engineer in Birauta

[Transmission Line Work]

Schedule No.1:

B1 Security of the Site,
B2 Health and Safety Management,
B3 Environmental Activities,
B4 Establishment and Removal of Facilities for Contractor's Personnel,
B5 Maintenance of Facilities for Contractor's Personnel,

[Distribution Line Work]

Schedule No.1:

C1 Security of the Site,
C2 Health and Safety Management,
C3 Environmental Activities,
C4 Establishment and Removal of Facilities for Contractor's Personnel,
C5 Maintenance of Facilities for Contractor's Personnel,



Schedule of Payments

In accordance with the provisions of GC Clause 14 (*Contract Price and Payment*), the Employer shall pay the Contractor in the following manner and within the periods of time specified in GC Sub-Clause 14.6, on the basis of the price breakdown included in the Price Schedule. Payments will be made in the currencies quoted by the Bidder. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

(A) TERMS OF PAYMENT

Schedule No.1 General Items

In respect of general items for both foreign currency and local currency portions, the following payments shall be made:

Ten percent (10%) of the total services amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of Work performed by the Contractor as evidenced by the invoices for services.

Eighty percent (80%) of the measured value of work performed by the Contractor, as identified in Contractor's detailed time programme (GC Sub-Clause 8.3) during the preceding month, as evidenced by the Employer's authorization of the Contractor's application and Interim Payment certificate issued by the Engineer in accordance with GC Sub-Clause 14.3 and 14.6, will be made monthly within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata value of general items performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Taking-Over Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata value of general items performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Performance Certificate, within 45 days after receipt of invoice.

Schedule No.2: Design

In respect of design services for both foreign currency and local currency portions, the following payments shall be made:

Ten percent (10%) of the total amount of design services as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of Work performed by the Contractor as evidenced by the invoices for services.



Eighty percent (80%) of the total or pro rata amount of design services, as listed in Schedule No. 2, performed by the Contractor, evidenced by the Employers' authorization of the Contractor's application, will be made within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata amount of design services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Taking-Over Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata amount of design services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Performance Certificate, within 45 days after receipt of invoice.

Schedule No.3:

Supply of Plant (Off-site, from Abroad)

In respect of plant supplied from abroad, the following payments shall be made:

Ten percent (10%) of the total CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents.

Eighty percent (80%) of the total or pro rata CIP amount upon Incoterm "CIP", upon delivery to Site, as evidenced by Post Landing Inspection (PLI) Report and issue of Interim Payment certificate in accordance with GC Sub-Clauses 14.3 and 14.6 by Engineer, within forty-five (45) days after receipt of Contractor's invoice accompanied by the following documents;

- Policy or certificate of insurance.
- Manufacturer's Guarantee.
- Shop inspection certificate or certificate of inspection waiver, as applicable
- Packing List
- Site delivery certificate

Five percent (5%) of the total or pro rata CIP amount upon issue of the Taking-Over Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata CIP amount upon issue of the Performance Certificate, within 45 days after receipt of invoice.

Supply of Plant (Off-site, from within the Employer's Country)

In respect of plant supplied from within the Employer's country, the following payments shall be made:



Ten percent (10%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents.

Eighty percent (80%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the Site, as evidenced by Post Landing Inspection (PLI) Report and issue of Interim Payment certificate in accordance with GC Clause 14.3 and 14.6 by Engineer, within forty-five (45) days after receipt of Contractor's invoice accompanied by the following documents;

- Site delivery certificate

Five percent (5%) of the total or pro rata EXW amount upon issue of the Taking-Over Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Performance Certificate, within 45 days after receipt of invoice.

Schedule No.4: Construction, Installation and Testing (On-site)

In respect of construction, installation and testing services for both the foreign and local currency portions, the following payments shall be made:

Ten percent (10%) of the total amount of construction, installation and testing services as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for construction, installation and testing services.

Eighty percent (80%) of the measured value of construction, installation and testing services performed by the Contractor, as identified in Contractor's detailed time programme (GC Sub-Clause 8.3) during the preceding month, as evidenced by the Employer's authorization of the Contractor's application and Interim Payment certificate issued by the Engineer in accordance with GC Sub-Clause 14.3 and 14.6, will be made monthly within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata value of construction, installation and testing services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Taking-Over Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Performance Certificate, within 45 days after receipt of invoice.

Schedule No. 5: Training

In respect of training for both the foreign currency and the local currency portions, the following payments shall be made:



Ten percent (10%) of the total training amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer.

Ninety percent (90%) of the total or pro rata amount other items and services amount, as listed in Schedule No. 5, performed by the Contractor, evidenced by the Employers' authorization of the Contractor's application, will be made within 45 days after receipt of invoice.

Schedule No. 6: Mandatory Spare Parts

Mandatory Spare Parts (from Abroad)

In respect of mandatory spare parts supplied from abroad, the following payments shall be made:

Ten percent (10%) of the total CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents.

Eighty percent (80%) of the total or pro rata CIP amount upon Incoterm "CIP", upon delivery to Site, as evidenced by Post Landing Inspection (PLI) Report and issue of Interim Payment certificate in accordance with GC Sub-Clauses 14.3 and 14.6 by Engineer, within forty-five (45) days after receipt of Contractor's invoice accompanied by the following documents;

- Policy or certificate of insurance.
- Manufacturer's Guarantee.
- Shop inspection certificate or certificate of inspection waiver, as applicable
- Packing List
- Site delivery certificate

Five percent (5%) of the total or pro rata CIP or amount upon issue of the Taking-Over Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata CIP or amount upon issue of the Performance Certificate, within 45 days after receipt of invoice.

Mandatory Spare Parts (from within the Employer's Country)

In respect of mandatory spare parts supplied from within the Employer's country, the following payments shall be made:

Ten percent (10%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents.

Eighty percent (80%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the Site, as evidenced by Post Landing Inspection (PLI) Report and issue of Interim



Payment certificate in accordance with GC Clause 14.3 and 14.6 by Engineer, within forty-five (45) days after receipt of Contractor's invoice accompanied by the following documents;

- Site delivery certificate

Five percent (5%) of the total or pro rata EXW amount upon issue of the Taking-Over Certificate, within 45 days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Performance Certificate, within 45 days after receipt of invoice.

Schedule No. 7: Recommended Spare Parts

Payment in respect of any item included in this Schedule No. 7 shall be made based on the actual quantity supplied and delivered to the Site by the Contractor and approved by the Engineer.

In respect of recommended spare parts supplied both from abroad and from within the Employer's country, the payments shall be made in the same manner as Schedule No. 6.

(B) PAYMENT PROCEDURES

Payment of Foreign Currency Portion

The procedure to be followed in applying for certification and making payments shall be: Transfer and Commitment procedures.

Payment of Local Currency Portion

The procedure to be followed in applying for certification and making payments shall be: Reimbursement and Transfer procedures.



Technical Proposal

- TEC-1: Site Organization
- TEC-2: Design Methodology
- TEC-3: Method Statement
- TEC-4: Mobilization Schedule
- TEC-5: Design and Construction Schedule
- TEC-6: Proposed Plant to be Supplied and Installed / to be constructed
- TEC-7: Health and Safety Plan (as per JSSS)
- Form ENV: Environmental Plan
- Form SOG: Schedule of Guarantees
- Subcontractors/ Manufacturers
 - o Form SUB: Schedule of Subcontractors
 - o Form MAN: Manufacturer's Authorization
- Personnel:
 - o Form PER-1: Proposed Personnel
 - o Form PER -2: Resume of Proposed Personnel
- Construction Equipment
 - o Form EQU: Construction Equipment



TEC-1: Site Organization

[The Bidder shall insert the organization information (organization chart) showing the position of the project manager, site manager, site supervisors, health and safety officer, (deputy) chief engineers and construction manager, other key personnel participating in the project, as well as the main communication lines. The requirements are applicable to both home office and site office personnel.

Organization of multiple work teams for the individual portions of the Works should be visible.

The chart shall show as a minimum the key personnel to be engaged, as required in Section III.]



TEC-2: Design Methodology

[The Bidder shall insert the design methodology including the site survey and investigations individually for 3 Sections (i.e. Substation Work, Transmission Line Work, and Distribution Line Work.)]



TEC-3: Method Statement

[The Bidder shall insert the Method of Statement for explanation of methods for construction, etc., which are not explained in other documents enclosed in Technical Proposal.]



TEC-4: Mobilization Schedule

[The Bidder shall insert the Mobilization Schedule. The Mobilization schedule shall contain a 4 (four) week schedule which covers the initial requirements such as (but not limited to) starting the actual work, i.e. kick-off meetings, data collection, site inspection, survey activities, planned Meetings; mobilizing of personnel & equipment, specify necessary works/permits for site access, establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including insurance agreements as way forward with Employer/Engineer, obtain Employer/Engineer's objectives, obtain required documents, initial mobilization activities, data collection, site inspection, meet project parties, etc.]



TEC-5: Design and Construction Schedule

[Each Bidder shall insert the Design and Construction Schedule set out a detailed Program and Schedule for construction of the Works, including estimated starting and finishing dates for individual components and identification of major milestones and critical path. The proposed Design and Construction Schedule shall be developed according to Works Requirements and shall address the following, separately for Substation Work, Transmission Line Work, and Distribution Line Work:

- (a) Details of the proposed schedule for obtaining permits that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.
- (b) Details of the proposed timeline for preparation of the design including the studies required in the Section VI Employer's Requirements.
- (c) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path.
- (d) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (e) The Time Schedule shall clearly state the completion date for this project, time for review, approval and consent required from parties as defined in Section Part III, Section IX, Subclause 5.2. Potential parallel work on various parts of the Works should be clearly visible. The foreseen sequence of works, e.g. considering time for approval of design by authorities, weather conditions etc.
- (f) The Design and Construction Schedule, which can be found attached, has been compiled to assist Bidders in assessing the programming requirements and phasing of the project implementation works.
- (g) Coordination among 3 Sections (i.e. Substation Work, Transmission Line Work, and Distribution Line Work) shall be duly considered in Design and Construction Schedule to limit outages times as much as possible.
- (h) For preparation of their time schedule to be submitted with the Bid, the Bidders shall consider typical weather conditions in Nepal for site works planning; in particular the monsoon season (June - September).]



TEC-6: Proposed Plant to be Supplied and Installed

[Bidder shall also submit with the Bid the following documents and/or drawings.]

1. Substation Work

- (a) Technical Particulars enclosed in Volume 2
- (b) Plan and section of General Layout for Birauta Substation
- (c) Single line diagram of Birauta substation
- (d) Equipment layout drawings of Birauta substation
- (e) Plan, elevation and section of all buildings for Birauta Substation
- (f) Type test reports, ISO certificate and brochure for the items of equipment required in the Sub-Clause 2.5, Section III Evaluation and Qualification Criteria
- (g) Proposal of training for Employer at Site
- (h) Proposal of specifications and brochures of Vehicles to be purchased for Employer's Personnel

2. Transmission Line Work

- (a) Technical Particulars enclosed in Volume 3
- (b) Cross-sectional drawing and dimensions of proposed 132 kV XLPE triplex underground cable (in consideration of Distributed Temperature Sensing system) and optic fiber cable
- (c) Calculation details of current carrying capacity and short circuit current of proposed 132 kV XLPE triplex underground cable
- (d) Schematic diagram of transmission lines
- (e) Drawing of cable trenches for 132kV underground transmission line with an optic fiber cable.
- (f) Drawing of manhole for cable jointing of 132kV underground transmission line with an optic fiber cable.
- (g) Technical proposal of Distributed Temperature Sensing system (DTS)
- (h) Outline dimensional drawing of cable sealing ends (both for indoor GIS connection and for outdoor use), cable joint and link boxes.
- (i) Type test reports, ISO certificate and brochure for the items of equipment required in the Sub-Clause 2.5, Section III Evaluation and Qualification Criteria

3. Distribution Line Work

- (a) Technical Particulars enclosed in Volume 4
- (b) Proposal of design for distribution SCADA/Telecommunication system
- (c) Cross-sectional drawings and dimensions of proposed 11 kV XLPE underground cable and optic fiber cable
- (d) Drawing of cable trenches and cable trough for MV and LV underground distribution line with an optic fiber cable.
- (e) Outline drawings and dimensions of 11 kV Ring Main Unit and panel
- (f) Type test reports, ISO certificate and brochure for the items of equipment required in the Sub-Clause 2.5, Section III Evaluation and Qualification Criteria



TEC-7: Health and Safety Plan

[The Bidder should submit "The Bid Stage Safety Plan" which complies with requirements described in Annex 1.2, Content of Bid Stage Safety Plan, Chapter 1, JICA Standard Safety Specification (JSSS), covering the items below.]

- (1) *Description of the Works*
- (2) *Bidder's Corporate Policy on Health and Safety Management*
- (3) *Health and Safety Management System, Responsibility and Authority of Bidder's Personnel*
- (4) *Health and Safety Laws*
- (5) *Bidder's Safety Management System*
- (6) *Temporary Works*
- (7) *Temporary Facilities on Site*
- (8) *Safety Measures for Contractor's Design of the Permanent Works*
- (9) *Safety Plan for the Works*
- (10) *Safety Plan for Dangerous Work.*
- (11) *Permit to Work System*
- (12) *Safety Measures for Contractor's Equipment*
- (13) *Proposed Health and Safety Incentive Scheme*
- (14) *Safety Information Sharing and Communications Policy*
- (15) *Health and Safety Equipment, Facilities and Personal Protective Equipment (PPE)*
- (16) *Site Inspection Plan*
- (17) *Site Security*
- (18) *Policy for Preventing Traffic Accidents*
- (19) *Reporting Procedure for Unsafe Conditions and Behaviour*
- (20) *Accident Response Plan*
- (21) *Health Care Plan*
- (22) *Environmental, Temporary Works and Structural Monitoring Plans*
- (23) *Fire Response Plan*
- (24) *Emergency Response Plan*
- (25) *Monitoring and Review of Health and Safety Management Activities*
- (26) *Safety Induction Training*
- (27) *Skill Training*
- (28) *Legal Requirements*



Environmental Plan

[The Bidder shall insert the Environmental Plan.]



Schedule of Guarantees

[The Bidder shall provide, in the right column, the corresponding value for each functional guarantee of the proposed plant.]

Required Performance Guarantee	Value of Performance Guarantee of the Proposed Works
1. 132/11kV Power Transformer - No load loss	(kW)
2. 132/11kV Power Transformer - load loss at CMR	(kW)
3. 132/11kV Power Transformer - Auxiliary loss at CMR	(kW)



Schedule of Subcontractors

[The Bidder shall list below specialized subcontractors (if any) proposed by the Bidder for the execution of the key activities listed in the Prequalification criteria or Section III, Evaluation and Qualification, Sub-Factor 2.4.2(b) as appropriate, in accordance with Section I, Instruction to Bidders, ITB 16.3 (in the case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in the case of Two-Stage One-Envelope Bidding), as appropriate.

Also, the Bidder shall list below subcontractors for major item of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. if applied, in accordance with Section I, Instruction to Bidders, ITB 16.3 (in the case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in the case of Two-Stage One-Envelope Bidding), as appropriate.

The completed Schedule, once accepted by the Employer will be a contract document in accordance with the Contract Agreement. Nominated Subcontractors shall not be listed in this Schedule.]

The Schedule of Subcontractor becomes part of the contract document in accordance with Sub-Clause 4.4 (a) of General Conditions.

No.	Key Activity	Specialized Subcontractor	
		Name	Nationality

No.	Major Item of the Works	Subcontractor	
		Name	Nationality



Form MAN: Manufacturer's Authorization

[In accordance with ITB 16.3 (in case of Single-Stage Two-Envelope Bidding) or ITB 14.3 (in case of Two-Stage One-Envelope Bidding), if the Bidder proposes, for the execution of the key activities or major items above, to supply and install any goods which the Bidder do not manufacture or otherwise produce, the Bidder shall require the manufacturers of the goods to be supplied and installed under the Contract to fill in this Form in accordance with the instructions indicated.]

This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer.

When the Bidder proposes subcontractors other than manufacturers in accordance with EQC 1.1.3 or 2.4.2(b), Form MAN is still required. Accordingly, the first paragraph of the main text should be revised as follows:

"We [insert complete name of subcontractor] do hereby authorize [insert complete name of Bidder] to submit a Bid, the purpose of which is to provide the following part of the Contract performed by us [insert name and/or brief description of the services], and to subsequently negotiate and sign the Contract."]

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

To: [insert complete name of Employer]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with the Contract, with respect to the goods offered by the above firm.

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

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

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

Duly authorized to sign the bid for and on behalf of: [insert complete name of Manufacturer]

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



Form PER -1: Proposed Personnel

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB No: [insert number]

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

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1. 'Title of Position' shall be filled in with key positions as listed in the above Clause.]

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

Note : Any change of the personals needs approval from the Engineer and Employer.



Form PER -2: Resume of Proposed Personnel

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB No: [insert number]

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

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below:]

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:



[The Bidder shall summarize professional experience over the last 20 years, in a reverse chronological order. Indicate particular technical and managerial experience relevant to the position of the proposed personnel.]

From	To	Relevant Technical and Management Experience
		Company : Project : Position : Experience:



Form EQU: Construction Equipment

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member Legal Name: [insert full name]

IFB No: [insert number]

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

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

Item 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:
	Fax:	Telex:
Agreements	Details of rental / lease / manufacture agreements specific to the project:	



Bidder's 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 hereunder:

- Form ELI -1 : Bidder Information Form
- Form ELI -2 : JV Member Information Form
- Form ELI -3 : Subcontractor Information Form
- Form CON : Historical Contract Non-Performance and Litigation
- Form FIN -1 : Financial Situation
- Form FIN -2 : Average Annual Turnover
- Form FIN -3 : Financial Resources
- Form FIN -4 : Current Contract Commitments
- Form EXP -1 : General Experience
- Form EXP -2(a) : Specific Experience
- Form EXP -2(b) : Experience in Key Activities



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. The documents listed/ stated as required shall be submitted as attachments hereto.]

<p>Bidder's legal name: [insert full name]</p>
<p>In case of a JV, legal name of the representative member and of each member: [insert full name of each member in the JV and specify the representative member.]</p>
<p>Bidder's actual or intended country of registration: [insert country of registration]</p>
<p>Bidder's actual or intended year of incorporation: [insert year of incorporation]</p>
<p>Bidder's legal address in country of registration: [insert mailing address]</p>
<p>Bidder's authorized representative information Name: [insert full name] Address: [insert mailing address] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [insert e-mail address]</p>
<p>1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>



Form ELI -2: JV Member 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 if the Bidder is a JV. The documents listed/stated as required shall be submitted as attachments hereto.]

Bidder's legal name: [insert full name of JV member]
JV Member's legal name: [insert full name of Bidder's party]
JV Member's country of registration: [insert country of registration]
JV Member's year of incorporation: [insert year of incorporation]
JV Member's legal address in country of registration: [insert mailing address]
JV Member's authorized representative information Name: [insert full name] Address: [insert mailing address] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [insert e-mail address]
<ol style="list-style-type: none">1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form ELI -3: Subcontractor 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 ELI-2 (if applicable), and shall be completed to provide information relating to the specialized subcontractor (if any) proposed by the Bidder for the execution of the key activities listed in the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b), as appropriate or the subcontractors for major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria 1.1.3. The documents listed/ stated as required shall be submitted as attachments hereto.]

Bidder's legal name: [insert full name of Subcontractor]
Subcontractor's legal name: [insert full name of Bidder's party]
Subcontractor's country of registration: [insert country of registration]
Subcontractor's year of incorporation: [insert year of incorporation]
Subcontractor's legal address in country of registration: [insert mailing address]
Subcontractor's authorized representative information Name: [insert full name] Address: [insert mailing address] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [insert e-mail address]
<p>1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.</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 and Litigation

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

1. History of Non-Performing Contracts

Non-Performing Contracts			
In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, since 1 st January 2020:			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> Contract Identification: [insert complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert mailing address] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [insert e-mail address] Reason(s) for non-performance: [indicate main reason(s)] 	[insert current value, currency, exchange rate and USD equivalent]



2. Pending Litigation

Pending Litigation				
In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate:				
<i>[The Bidder shall choose the relevant wording below by checking the appropriate box.]</i>				
<input type="checkbox"/> there is no pending litigation involving the Bidder. <input type="checkbox"/> there is pending litigation involving the Bidder as indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert mailing address] • Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] • E-mail address: [insert e-mail address] • Party who initiated Litigation: [indicate "Employer" or "Contractor"] • Matter in dispute: [indicate main issues in dispute] 	[insert current value, currency, exchange rate and USD equivalent]



3. Litigation History

Litigation History		
In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, since 1 st January 2020:		
[The Bidder shall choose the relevant wording below by checking the appropriate box.]		
<input type="checkbox"/> there are no court orders against the Bidder. <input type="checkbox"/> there are court orders against the Bidder as indicated below:		
Year of award	Contract Identification	Total Contract Amount
[insert year]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert mailing address] • Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] • E-mail address: [insert E-mail address] • Matter in dispute: [indicate main issues in dispute] • Party who initiated litigation: [indicate "Employer" or "Contractor"] • Abstract of the Court Order: [state concisely the court order concerning main issues in dispute] 	[insert current value, currency, exchange rate and USD equivalent]



Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's 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
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					
Information from Cash Flow Statement					
Cash Flow from Operating Activities					



2. Financial documents

The Bidder and its parties shall provide copies of the financial statements¹ for the number of years indicated in the relevant Prequalification criteria or Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1, as appropriate. The financial statements shall:

- (a) reflect the financial situation of the legal entity(ies) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.
- (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 herewith are copies of financial statements for the number of years required above, and complying with the requirements.

Notes for the Bidders

1. 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 Turnover

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

Annual Turnover Data			
Year	Amount and Currency	Exchange Rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Turnover ¹			

Notes for the Bidders

1. Total USD equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2, as appropriate.



Form FIN -3: Financial Resources

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

[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 cash flow demands of the subject contract or contracts as specified in the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.]

Financial Resources		
No.	Source of financing ¹	Amount (USD equivalent)
1		
2		
3		

Notes for the Bidders

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.



Form FIN -4: Current Contract Commitments

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No. [insert number]

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

[The Bidder and each member 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 Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.]

Current Contract Commitments						
No.	Name of Contract	Employer's Mailing Address, Tel, Fax.	Value of Outstanding Work [Current USD Equivalent]	Commencement Date	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1						
2						
3						
4						
5						



Form EXP -1: General Experience

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

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

[The Bidder shall identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1 and list contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	<ul style="list-style-type: none"> • Contract name: [insert full name] • Brief description of the contract performed by the Bidder: [describe contract performed briefly] • Amount of contract: [insert amount in currency, mention currency used, exchange rate and USD equivalent] • Name of Employer: [indicate full name] • Address: [indicate mailing address] 	[insert "Prime Contractor (single entity or JV member)" or "Subcontractor"]



Form EXP -2(a): Specific Experience

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

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

[The Bidder shall fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).]

Contract of Similar Size and Nature		
Similar Contract No.	Information	
[insert number] of [insert number of similar contracts required]		
Contract Identification	[insert contract name and reference identification number, if applicable]	
Award Date	[insert day, month, year, e.g., 15 June 2015]	
Completion Date	[insert day, month, year, e.g., 03 October 2017]	
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 percentage participation] [insert total contract amount and currency(ies)]	USD [insert exchange rate and total contract amount in USD equivalent]
	[describe participation in JV and work performed]	
Employer's Name:	[insert full name]	
Address:	[insert mailing address]	
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]	
E-mail:	[insert e-mail address, if available]	



Contract of Similar Size and Nature	
Similar Contract No.	Information
[insert number] of [insert number of similar contracts required]	
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical Size of Required Works items	[insert physical size of items]
2. Complexity	[insert description of complexity]
3. Construction Methods/ Technology	[insert specific aspects of the methods/ technology involved in the contract]
4. Other Characteristics	[insert other characteristics as described in Section VI, Employer's Requirements]
<p>Attached herewith are the copies of originals of:</p> <p>(a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).</p> <p>(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the contract above-mentioned contract has been successfully completed.</p>	



Form EXP -2(b): Experience in Key Activities

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's 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

1. Summary of Key Activities

[Fill out if the Bidder is a Single Firm/JV or proposes specialized subcontractors for the execution of any of the key activities]

Summary of Single Firm/JV Member/ Subcontractor for Key Activities		
Key Activity		Single Firm/JV Member/ Subcontractor
No	Description	
1	[insert name of Activity No. 1]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] (i) _____ (ii) _____ (iii) _____
2	[insert name of Activity No. 2]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] (i) _____ (ii) _____ (iii) _____
3	[insert name of Activity No. 3]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] (i) _____ (ii) _____ (iii) _____
4	[insert name of Activity No. 4]	[insert full name(s) of Single Firm/JV Member(s)/ Subcontractor(s)] (i) _____ (ii) _____ (iii) _____
etc.	_____	_____

2. Contract Information

Key Activity No (1): [insert name of Key Activity]

[Fill out one (1) form per contracts performed by the Bidder (Single Firm/ JV member/ specialized subcontractor) as listed in the Summary of Key Activities above in accordance with



Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b). The documents listed/stated as required shall be submitted as attachments hereto.]

(i) [insert full name of Single Firm, JV Member's/ Subcontractor's Legal Name]

Contract with Similar Key Activities		
Item	Information	
Contract Identification	[insert contract name and number, if applicable]	
Award Date	[insert day, month, year, e.g., 15 June 2015]	
Completion Date	[insert day, month, year, e.g., 03 October 2017]	
Role in Contract [check the appropriate box]	<div style="display: flex; justify-content: space-around;"> Prime Contractor <input type="checkbox"/> Single entity <input type="checkbox"/> JV member <input type="checkbox"/> Subcontractor </div>	
Total Contract Amount	[insert total contract amount and currency(ies)]	USD [insert Exchange rate and total contract amount in USD equivalent]
[insert brief description of the Activity No. (1)]	[describe briefly how the corresponding minimum requirement is met]	
Employer's Name:	[insert full name]	
Address:	[indicate mailing address]	
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]	
E-mail:	[insert e-mail address, if available]	
<p>Attached herewith are the copies of originals of:</p> <p>(a) abstracts of contract documents, sub-contract agreements, JV Agreements, etc. evidencing that the above activity meets the criteria specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b).</p> <p>(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)) for the above-mentioned contract, evidencing that the above activity has been successfully carried out.</p>		



Contract with Similar Key Activities

(ii) [insert full name of Single Firm, JV Member's/ Subcontractor's Legal Name]

(iii) [insert full name of Single Firm, JV Member's/ Subcontractor's Legal Name]

Key Activity No. (2):

Key Activity 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 the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for [insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1] is true, correct and accurate to the best of the Bidder's and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

<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 and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or



fraudulent practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as 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://forms.office.com/r/7n9Z2c4fAR>

Tel: +81 (0)3 5226 8850

(2) JICA Nepal office

Tel: +977-1-4525636

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) including the Employer 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: *[insert date]*



Form JSSS/BSD

Bidder's Safety Declaration

I, *[insert name and position of authorised signatory]*, being duly authorised by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Form JSSS/BSD, hereby declare our commitment to comply with the health and safety requirements of the Contract.

The Bidder declares, that if selected to undertake the Works, he will ensure that the Site is established and maintained as a healthy and safe workplace for the Contractor's Personnel, the Employer's Personnel and all other persons entitled to be thereon or that may be affected by operations thereby.

The Bidder hereby declares that after investigation and research of resources within the Country, he has given full and careful consideration and fully accepts the need and has made full allowance for the importation, the use upon the Works and subsequent re-export in accordance with the Contract of all required Contractor's Equipment, Temporary Works, PPE and all other safety resources necessary to maintain the international level of health and safety upon the Works.

The Bidder declares that he will mobilise for use upon the Works:

1. New (or recent) or duly maintained PPE and other safety equipment of an international standard, suitable and fit for the purpose for which it is intended, in full working order, complete with all necessary spare parts and consumables, suitable and safe for use on the Works, all to meet with the consent of the Engineer and in sufficient quantities to allow for replacement in the case of being worn-out, lost or damaged, and
2. New (or recent) or duly maintained Contractor's Equipment and Temporary Works, all suitable and fit for the purpose for which it is intended, in full working order, clean, non-polluting, complete with all necessary spare parts and consumables, suitable and safe for use on the Works.

The Bidder further declares that he shall:

1. Carry out regular and thorough safety inspections, find and correct any health and safety problems on the Works, primarily by trying to eliminate or reduce hazards through making feasible changes in working conditions rather than relying on PPE to reduce risks.
2. Employ workers with appropriate skill, educational or vocational qualification, experience and capability.
3. Fully inform workers about hazards.
4. Provide health and safety training to all Contractor's Personnel, any Subcontractors, suppliers and others for whom the Contractor is responsible, the Employer's Personnel and all other persons who are entitled to be on the Site, in a language and vocabulary they can understand.
5. Keep accurate records of work-related injuries and illnesses.
6. Perform tests in the workplace, such as air sampling as required by the Safety Specification.



7. Provide required new PPE at no cost to workers and ensure that this is used properly, kept in good condition and replaced in the case of being worn-out, lost or damaged.
8. Assign only workers who, in consideration of health, physical condition and age are suited to the operations to which they are assigned.
9. Provide eyesight, hearing and mobility examinations and other medical tests required by the Contract.
10. Post injury and illness information and data where workers can see them.
11. At occurrence of any accident, promptly inform the Engineer and thereafter submit details of the accident within twenty-four (24) hours after its occurrence.
12. Not retaliate against workers for using their rights under the Laws of the Country.

The requirements of this declaration shall apply fully to all of the Bidder's proposed Subcontractors, suppliers and specialists engaged by the Bidder on the Works, for whom the Bidder shall remain fully responsible.

The Bidder also affirms that if the Bid is successful, the Health and Safety Officer, named below and also included in Bidding Form, Form PER -1: Proposed Personnel, unless otherwise required by the Bidding Documents, shall be assigned from the Commencement Date, full-time upon the Site and shall not be replaced or substituted at any time except with the consent of the Engineer.

If the Bid is accepted the Bidder agrees that this Declaration shall form a part of the Contract, at and from which time all references to "Bidder" shall be construed as references to "Contractor".

Signed:

Signed:

(Bidder's Official Representative)

(Bidder's Proposed Health and Safety Officer at Site)*

Or

(Bidder's Head Office Health and Safety Officer)*

Name:

Name:

Date: _____

Date: _____

*(*Delete as applicable)*



Form of Bid Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert its name and address]

IFB No.: [insert number of 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].

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 Letters of Technical Bid and Price 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 document.

This guarantee shall expire and be returned to us: (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.]



Section V. Eligible Source Countries of Japanese ODA Loans

Eligible source country(ies) for procurement of all goods and services to be financed out of the proceeds of Loan are all countries and areas.





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PART 2 –EMPLOYER’S REQUIREMENTS





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Section VI – Employer's Requirements

The scope of works under this Contract are comprised of the three (3) Sections, namely (i) Substation Work, (ii) Transmission Line Work, and (iii) Distribution Line Work.

The details of the Employer's Requirements are stipulated in the following Volumes for the above sections respectively.

Volume 2 of 4

Part 2A: Employer's Requirements of Substation Work

Volume 3 of 4

Part 2B: Employer's Requirements of Transmission Work

Volume 4 of 4

Part 2C: Employer's Requirements of Distribution Line Work





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PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS





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Section VII. General Conditions (GC)

The General Conditions of Contract shall be the “General Conditions” of the “FIDIC General Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor”, First edition 1999 released by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC).

Copies of the FIDIC “Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor” can be obtained from:

International Federation of Consulting Engineers

World Trade Centre II
P.O. Box 311
CH-1215 Geneva 15
Switzerland

Phone: +41 22 799 49 00
Fax: +41 22 799 49 01
Email: fidic@fidic.org
URL: <http://www.fidic.org>

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E-mail: fidic@fidic.org*





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Section VIII. Particular Conditions (PC)²

² Based on the General Conditions of Contract for Plant and Design Build Engineering for Electrical and Mechanical Plant and for Building and Engineering Works, Designed by the Contractor © FIDIC 2018 – Licenced to JICA 2018 -2023.





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Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data (CD)

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Nepal Electricity Authority Ratna Park, Kathmandu, Nepal.
Engineer's name and address	1.1.2.4 & 1.3	Nippon Koei Co. Ltd., 5-4 Kojimachi, Chiyoda-ku, Tokyo 102-8539, Japan
Bank's name	1.1.2.11	Japan International Cooperation Agency (JICA)
Borrower's name	1.1.2.12	The Government of Nepal
Time for Completion	1.1.3.3	730 days
Sections	1.1.5.6	Refer to Table 1: Summary of Sections below.
Electronic transmission systems	1.3	Acceptable electronic transmission system is Email via Internet
Contractor's name and address	1.3	[insert Contractor's name and address]
Governing Law	1.4	Law of Nepal.
Ruling language	1.4	English
Language for communications	1.4	English
The Contractor's Liabilities as to the payment taxes and duties:	1.16(A)	<p>Add the following Sub-Clause:</p> <p>The following duties/taxes/levies will be exempted in accordance with the Exchange Notes between the Government of Nepal and the Government of Japan.</p> <p>(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</p> <p>Exemption Category: <i>No Pay</i></p>



Conditions	Sub-Clause	Data
	1.16(B)	<p>(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</p> <p>Exemption Category: <i>No Pay</i></p> <p>(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> <p>Exemption Category: <i>No Pay</i></p> <p>Except for the above exemptions, the Contractor shall consider necessary information for duties, taxes and levies on the website of the Inland Revenue Department: https://www.ird.gov.np</p> <p>Bidders may refer to Annex-5 Taxation in Nepal attached to the Bidding Documents for reference, but all information shown on the Inland Revenue Department's website shall prevail.</p> <p>The under mentioned duties/taxes/levies shall be paid by the Employer on behalf of the Contractor.</p> <p>1. Customs and other import duties on equipment and goods, including spare parts, imported by the Contractor for the sole purpose of executing the Contract. (Employer's prior written approval is need for import) However, exemption shall not be available for goods which are similar to those locally produced, unless they are not available in sufficient quantities or are of a different standard to that which is necessary for the Works.</p>



Conditions	Sub-Clause	Data
		2. Value Added Tax (VAT) on the contracts of construction works
Time for access to, and possession of all parts of, the Site	2.1	Access to and possession of the whole of the Site can be given by the Commencement Date.
Engineer's Duties and Authority	3.1(B)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 1.0% shall require approval of the Employer.
Performance Security	4.2	<p>The Performance Security shall be in the form of an unconditional and irrevocable demand guarantee in the amount(s) of 10% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>A bank guarantee issued by a foreign bank as the Performance Security shall be counter guaranteed by an A Class commercial bank of Nepal. The Contractor shall submit this counter guarantee with the Performance Security.</p>
Contractor's Representative's Name	4.3	<i>[insert the name of the Contractor's Representative agreed by the Employer prior to Contract signature]</i>
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	Contractor shall notify unforeseeable errors, faults and defects in the Employer's Requirements within 42 days from the Commencement Date
Normal working hours	6.5	<p>8 hours per day, from Sunday to Friday inclusive,</p> <p>Excluding official public holidays, and working beyond these times shall be subject to the prior approval of the Engineer except that for work which in normal practice is carried out in multiple shifts (e.g. underground excavation) such approval will not unreasonably be withheld.</p>



Conditions	Sub-Clause	Data
Period for supply of Spare Parts (Mandatory Spare Parts and Recommended Spare Parts)	7.9(a) and (b)	(a) Mandatory Spare Parts: For a 2 year period, after Taking Over of the Works. (b) Recommended Spare Parts: For a 2 year period, after Taking Over of the Works.
Delay damages for the Works	8.7	0.1 % of the Accepted Contract Amount per day delay for each Section.
Maximum amount of delay damages	8.7	10 % of the Accepted Contract Amount for each Section.
Provisional Sums	13.5(b)(ii)	15 %
Total advance payment	14.2	10 % of the Accepted Contract Amount payable excluding provisional sums and contingencies, in the currencies and proportions in which the Accepted Contract Amount is payable, shall be paid after the Employer receives from the Contractor (i) the Performance Security, (ii) an Advance Payment Guarantee in amounts and currencies equal to the advance payment, and (iii) a counter guarantee issued by an A Class commercial bank of Nepal.
Repayment amortization rate of advance payment	14.2(b)	20 %
Percentage of Retention	14.3(c)	10 % from each progress statement until the limit of Retention Money is reached
Limit of Retention Money	14.3(c)	10 % of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	14.6	0.1 % of the Accepted Contract Amount.



Conditions	Sub-Clause	Data
The Disbursement Procedure	14.7	<p>(A) local currency: By Reimbursement Procedure and Transfer Procedures</p> <p>(B) foreign currency: By Transfer Procedure and Commitment Procedure</p> <p>The brochures describing JICA's Disbursement Procedures are available at: [https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure]</p>
Maximum total liability of the Contractor to the Employer	17.6	This CD 17.6 is not applicable.
Periods for submission of insurance: a. evidence of insurance b. relevant policies	18.1	<p>14 days</p> <p>14 days</p>
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	NPR 500,000.
Minimum amount of third-party insurance	18.3	NPR 5,000,000 per occurrence.
Date by which the DB shall be appointed	20.2	28 days after the Commencement Date.
The DB shall be comprised of	20.2	One (1) Member
Appointment (if not agreed) to be made by	20.3	The International Chamber of Commerce



Table 1: Summary of Sections

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Delay Damages (Sub-Clause 8.7)
Substation Work	730 days	0.1 % of the Accepted Contract Amount for Substation Work per day.
Transmission Line Work	730 days	0.1 % of the Accepted Contract Amount for Transmission Line Work per day.
Distribution Line Work	730 days	0.1 % of the Accepted Contract Amount for Distribution Line Work per day.

Table 2: Partial Site Access and Possession

Part	Detailed Description	Number of Days for Site Access and Possession (calculated from Commencement Date)
	<i>Not Applicable</i>	



ANNEX to Part A: Information of Taxation in Nepal

Tax Deduction at Source (TDS)

The applicable TDS rates will be the following:

- a. 1.5% TDS is applicable if the Contractor's Permanent Establishment (PE) receives the payment through Letter of Credit (LC) in the Employer's country.
- b. 5% Tax Deduction is applicable if the Contractor's Permanent Establishment (PE) receives the payment through Letter of Credit (LC) outside of the Employer's country in the account of the parent company (non-resident entity).

General:

The Contractor shall familiarize himself with the rules and regulations with regard to corporate and personal income taxes, custom duties, import duties, business tax, other taxes, fees and levies as are applicable under the laws 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. The Contractor shall be responsible for obtaining and following the latest information of taxation in Nepal, which may be given in the website of the Inland Revenue Department: <https://www.ird.gov.np>. The information in this website will prevail to the information mentioned in this document.

- (a) Unless otherwise specifically declared in the contract documents, the prices quoted by the Bidder in their bid and its suppliers and subcontractors shall include business taxes and other taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 28 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract. Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay in- come tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract.
- (b) Value Added Tax (VAT): the Contractor, Sub- contractor or its nominated Subcontractor, shall be eligible for refund Value Added Tax (VAT) on all imported equipment and materials to be supplied and delivered exclusively for use in the Project.
- (c) In the event that the origin of any of the Contractor's or its Subcontractor's or the nominated Subcontractor's plant, equipment and materials is India, the provisions for the exemption of customs duties, and VAT as is mentioned in this clause shall be applied only under the following conditions. Failure to comply with these conditions will result in application of normal customs duties, VAT as per prevailing rules and regulation of Government of Nepal (GoN).
 - i) should the Contractor request payment in Indian Currency, the equipment and materials must have been imported under the 'Duty Refundable Procedures (DRP)'. (Not Applicable)
 - ii) should the Contractor request payment in other convertible currencies, the equipment and materials must have been imported under 'In Bond Transfer Procedures'.

Staff Income Tax:

The Contractor's staff, personnel and laborers, and those of its subcontractors, will be liable to pay personal income taxes in the Employer's country, irrespective of whether they are local or foreign nationals on income earned including salaries and wages as applicable under the laws



and regulations of Nepal. The Contractor shall perform such duties in regard to Tax Deduction at Source (TDS) thereof as may be applicable by such laws and regulations.

Import License:

The Contractor shall inform the Project Manager of Employer in writing the details of the equipment and materials to be imported into Nepal for use on the Works at least 56 days prior to arrival of shipment at disembarkation port, and shall submit a formal written request for assistance from the Employer for importation processing. The Employer will assist the Contractor to obtain necessary permits for import of such equipment and materials into Nepal. Import license fees or any other charges shall be at the cost of the Contractor. The Contractor shall be responsible for transport from the Port of disembarkation to the Site or location of the Works. The Contractor shall be fully responsible to determine these rates and the amount payable at the time of preparing tender document and include such costs in its bids. In failing to do so, the Employer shall not be liable to pay such costs, and the Contractor shall pay such charges as local or any customs authorities en-route may impose, which will not be an eligible item for refund from the Employer.

Duties on Equipment, Plant, Materials and Supplies:

- (a) Notwithstanding the provisions of this document, the Contractor's Plant and Equipment, including essential tools thereof, imported for the sole purpose of executing the Contract on condition of re-export upon completion of the Works, shall be exempt from payment of customs duties, VAT and applicable taxes. However, the Contractor shall deposit the amount or provide a Bank Guarantee to the GoN Customs office equal to the amount of customs duties and other taxes as per the prevailing laws, rules and regulations of Nepal for those imported equipment, plant, materials and supplies at the time of import. Such deposited amounts shall be refunded, or the Bank guarantee cancelled by the Customs Office after Re-export of those imported equipment, plant, materials and supplies.
- (b) Any plant, materials or supplies imported (e.g. for temporary use) by the Contractor for the performance of the Works but not incorporated in the Works shall be taken out of Nepal within 90 (Ninety) days from the date of issuance of the Performance Certificate. If the Contractor disposes off or consumes any equipment, spare parts, materials or supplies within Nepal, it shall pay all customs duties, VAT, income tax on the sales proceeds and taxes applicable on such items under the laws and regulation of Nepal in force.
- (c) Equipment, plant, materials and supplies, imported by the Contractor for execution of the Works, shall be subject to payment of customs duty at a special rate of one percent (1%) of CIP or Customs entry point value. This customs duty shall be paid by the Contractor at the time of import and will be reimbursed by the Employer to the Contractor upon submission of the original receipt issued by the Customs Department.
- (d) VAT shall be exempted on all imported materials & equipment purchased for the use in the Works (shall be reimbursed by the Employer in case the Employer is unable to avail exempt facility).
- (e) VAT applicable on plant & equipment supplied directly from manufacturing plant in the Employer's country shall be reimbursed.
- (f) The Contractor shall maintain records satisfactory to the Employer documenting use of all Plant, Materials and Supplies imported into and/or procured for the performance of the Works. If any of such Plant, Materials and/or Supplies, imported into Nepal or otherwise supplied to the Project at a special or preferential rate of Customs 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.



- (g) Income tax assessed in accordance with the prevailing Income Tax Act of Nepal and as per the provision of any specific Double Taxation Agreement, shall be imposed on the Contractor, its subcontractors and nominated subcontractors. An advance income tax as per the prevailing income Tax Act and Finance Act shall be deducted from the monthly progress payment of the Contractor.
- (h) Except Custom Duty & VAT as specified above, the Contractor shall pay all duties, taxes, fees and contributions levied in Nepal in Nepalese Rupees as directed by the relevant governmental department or office, or any other local statutory agency or body in accordance with the relevant rules and regulations.
- (i) The provisions of this clause shall apply equally to foreign subcontractors or nominated subcontractors of the Contractor employed for the Works.
- (j) The Contractor and any foreign subcontractors or nominated subcontractors employed on the Works, if not already registered in Nepal, shall be required to get registered with the Inland Revenue Department (IRD) for the purpose of the Contract, which shall be undertaken within 28 days after signing of the Contract Agreement. The Contractor, sub-contractor or the nominated subcontractor shall submit Certified copies of the Registration Certificate(s) to the Project Manager within 14 days of registration.

Other local fees and charges (toll taxes) shall be applied in accordance with the prevailing laws and regulations of Nepal.





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Part B - Specific Provisions (SP)

Sub-Clause 1.1.1.2 Contract Agreement	Delete “(if any)”.
Sub-Clause 1.1.1.4 Letter of Tender	In Sub-Clause 1.1.1.4 and throughout the General Conditions of Contract “Letter of Tender” is replaced with “Letter of Technical Bid and Letter of Price Bid” or “Letter of Second Stage Bid” as appropriate.
Sub-Clause 1.1.1.9 Appendix to Tender	Delete the entire Sub-Clause and substitute: “1.1.1.9 “Contract Data” means the pages completed by the Employer entitled Contract Data which constitute Part A of the Particular Conditions.” As a consequence of this change, throughout the General Conditions of Contract “Appendix to Tender” is replaced by “Contract Data” except in Sub-Clause 13.8.
Sub-Clause 1.1.2.9 DAB	Delete the entire Sub-Clause and substitute: “1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause 20.2 [<i>Appointment of the Dispute Board</i>] or Sub-Clause 20.3 [<i>Failure to Agree on the Composition of the Dispute Board</i>].” Throughout the General Conditions of Contract and Appendix thereof, “DAB” and “Dispute Adjudication Board” are replaced with “DB” and “Dispute Board” respectively.
Sub-Clause 1.1.2.11 Bank	Add the following as a new Sub-Clause: “1.1.2.11 “Bank” means the financing institution named in the Contract Data.”
Sub-Clause 1.1.2.12 Borrower	Add the following as a new Sub-Clause: “1.1.2.12 “Borrower” means the person named as the Borrower in the Contract Data.”
Sub-Clause 1.1.3.7 Defect Notification Period	Delete “as stated in the Appendix to Tender” and substitute: “which extends over 365 days except if otherwise stated in the Contract Data.”
Sub-Clause 1.1.5.5 Plant	Delete the entire Sub-Clause and substitute: “1.1.5.5 “Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.”



Sub-Clause 1.1.5.9**Mandatory Spare Parts**

Add the following as a new Sub-Clause:

“1.1.5.9 “Mandatory Spare Parts” means the spare parts listed in the Schedule entitled “Mandatory Spare Parts” of the Price Schedule included in the Contract, which are required in the Contract and to be supplied by the Contractor, prior to the completion of the Works under Sub-Clause 7.9 [*Spare Parts*] (a), for the purpose of the proper and continuing functioning of the Works after the Taking-Over of the Works by the Employer in accordance with Clause 10 [*Employer’s Taking Over*].

If the said Schedule is not included in the Contract, this Sub-Clause shall not apply.”

Sub-Clause 1.1.5.10**Recommended Spare Parts**

Add the following as a new Sub-Clause:

“1.1.5.10 “Recommended Spare Parts” means the spare parts listed in the Schedule entitled “Recommended Spare Parts” of the Price Schedule included in the Contract, which are to be supplied by the Contractor under an agreement between the Parties in accordance with Sub-Clause 7.9(b), prior to the completion of the Works, and are necessary for the proper and continuing functioning of the Works after the Taking-Over of the Works by the Employer in accordance with Clause 10 [*Employer’s Taking Over*].

If the said Schedule is not included in the Contract, this Sub-Clause shall not apply.”

Sub-Clause 1.1.6.7
Site

After “are to be executed”, insert “, including storage and working areas,”

Sub-Clause 1.1.6.8
Unforeseeable

Delete “date for submission of the Tender” and substitute:
“Base Date”.

Sub-Clause 1.1.6.10
Notice of Dissatisfaction

Add the following as a new Sub-Clause:

“1.1.6.10 “Notice of Dissatisfaction” means the notice given by either party to the other under Sub-Clause 20.4 [*Obtaining Dispute Board’s Decision*] indicating its dissatisfaction and intention to commence arbitration.”

Sub-Clause 1.2
Interpretation

Add the following as a new paragraph (e):

“the word “tender” is synonymous with “bid”, and “tenderer” with “Bidder” and the words “tender documents” with “bidding documents”.”

Further, at the end of the Sub-Clause, add the following:

“Throughout the General Conditions of Contract, the phrase “Cost plus reasonable profit” is replaced with “Cost plus profit”.



“Cost plus profit” requires the profit to be five percent (5%) of the Cost unless otherwise indicated in the Contract Data.”

**Sub-Clause 1.3
Communications**

In the second line, delete “notices and request” and substitute: “notices, requests and discharges,”

**Sub-Clause 1.4
Law and Language**

Delete the entire Sub-Clause and substitute:

“The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.”

**Sub-Clause 1.5
Priority of Documents**

Delete “(d) the Particular Conditions” and substitute: “(d) the Particular Conditions - Part A (Contract Data), (e) the Particular Conditions - Part B (Specific Provisions),”

Renumber the documents listed as sub-paragraph “(e)” through “(h)” as “(f)” through “(i)” accordingly.

Add the following at the end of Sub-Clause 1.5:

“ Within the Safety Specification, the Particular Safety Specification shall have priority over JICA Standard Safety Specification (JSSS), and the Safety Specification shall have priority over the other parts of the Specification in respect of health and safety matters.”

**Sub-Clause 1.6
Contract Agreement**

In the second line, delete “unless they agree otherwise” and substitute:

“unless the Particular Conditions establish otherwise.”

**Sub-Clause 1.8
Care and Supply of
Documents**

Delete “of a technical nature” from the last paragraph.

**Sub-Clause 1.12
Confidential Details**

Delete the entire Sub-Clause and substitute:

“The Contractor’s Personnel and the Employer’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with



applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.”

**Sub-Clause 1.13
Compliance with Laws**

In sub-paragraph (a), insert “building permit” after “zoning”.

In sub-paragraph (a), delete “(or being)” and substitute:

“(or to be)”.

At the end of sub-paragraph (b), add the following:

“, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.”.

**Sub-Clause 1.16
The Contractor’s
Liabilities as to the
payment taxes and
duties**

Add the following as a new Sub-Clause:

“1.16 The Contractor’s Liabilities as to the payment taxes and duties

The Contractor shall be liable to the payment of taxes and duties, unless otherwise stated in the Contract Data.

In this context;

(A) duties, taxes and levies listed in the Contract Data shall be exempted. Such exemptions are fallen into two categories, namely:

(i) “No Pay” category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities; or

(ii) “Pay & Reimburse” category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that he first makes all payments arising from or out of or in connection with such liabilities and then applies for their reimbursement from the relevant authority, following the procedure prescribed by such authority;

or

(B) duties, taxes and levies shall be paid by the Employer on behalf of the Contractor.

If the lists referred to in sub-paragraph (A) or (B) are not included in the Contract Data, this Sub-Clause shall not apply.”



**Sub-Clause 2.1
Right of Access to the Site**

In the second paragraph, insert “without disruption” after “the Contractor to proceed”.

**Sub-Clause 2.2
Permits, Licenses or Approvals**

Delete the entire Sub-Clause and substitute:

“The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) any permits, licenses or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [*Compliance with Laws*];
 - (ii) for the delivery of Goods, including clearance through customs; and
 - (iii) for the export of Contractor’s Equipment when it is removed from the Site.”

**Sub-Clause 2.4
Employer’s Financial Arrangements**

Delete the entire Sub-Clause and substitute:

“The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [*Contract Price and Payment*]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.”

**Sub-Clause 2.5
Employer’s Claims**

Delete the second paragraph and substitute:

“The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects



Notification Period shall be given before the expiry of such period.”

**Sub-Clause 3.1
Engineer’s Duties and Authority**

Delete the entire Sub-Clause and substitute:

“The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer’s approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- (d) any act by the Engineer in response to a Contractor’s request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (A) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- (B) Sub-Clause 13.1: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or



- (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (C) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- (D) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.”

**Sub-Clause 3.3
Instructions of the
Engineer**

Delete the second paragraph and substitute:

“The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).”

**Sub-Clause 3.4
Replacement of the
Engineer**

Delete the entire Sub-Clause and substitute:

“If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.”



**Sub-Clause 4.1
Contractor's General
Obligations**

After the second paragraph, insert the following as the third paragraph:

“All equipment, material, and services to be incorporated in or required for the Works shall meet the requirements specified in Annex to Part B: Specific Provisions – Eligible Source Countries of Japanese ODA Loans hereto.”

**Sub-Clause 4.2
Performance Security**

In the second paragraph, delete “an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions” and substitute:

“a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data or in another form approved by the Employer”.

Further, delete the fourth paragraph and substitute:

“The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract”.

Add the following as the last paragraph:

“Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer’s request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.”

**Sub-Clause 4.3
Contractor's
Representative**

In the second paragraph, insert “in terms of Sub-Clause 6.9 [Contractor’s Personnel]” after “revoked.”

Add the following sentence at the end of the Sub-Clause:

“If the Contractor’s Representative’s delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

In the 7th paragraph, delete “and all these persons”.

**Sub-Clause 4.4
Subcontractors**

In the sub-paragraph (a), insert “solely” after “suppliers”.

Add the following at the end of the Sub-Clause:



“The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [*Confidential Details*] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Sub-Contractors.

If a Subcontractor’s obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.”

**Sub-Clause 4.6
Co-operation**

In the second paragraph, insert “to suffer delays and/or” before “to incur Unforeseeable Cost”.

**Sub-Clause 4.12
Unforeseeable Physical
Conditions**

In the fourth paragraph, insert “notice under” before “Sub-Clause 20.1 [*Contractor’s Claims*]”.

Delete the last paragraph and substitute:

“The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor’s interpretation of any such evidence.

**Sub-Clause 4.13
Rights of Way and
Facilities**

Delete the entire Sub-Clause and substitute:

“Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.”

**Sub-Clause 4.15
Access Route**

Add “at Base Date.” at the end of the first sentence.

**Sub-Clause 4.18
Protection of the
Environment**

Delete the second paragraph and substitute:

“The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor’s activities shall not exceed the values stated in the Employer’s Requirements or prescribed by applicable Laws.”

Sub-Clause 4.19

At the end of the first paragraph, add the following after



Electricity, Water and Gas

“require”:

“for his construction activities and to the extent defined in the Employer’s Requirements, for the tests”

**Sub-Clause 4.20
Employer’s Equipment and Free-Issue Materials**

“Material” in the title of the Sub-Clause 4.20 is replaced with “Materials”. Consequently, under this Sub-Clause and throughout the General Conditions of Contract, the title of Sub-Clause 4.20 is replaced by “Employer’s Equipment and Free-Issue Materials”.

**Sub-Clause 6.1
Engagement of Staff and Labour**

Delete the entire Sub-Clause and substitute

“Except as otherwise stated in the Employer’s Requirements, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”

**Sub-Clause 6.2
Rates of Wages and Conditions of Labour**

Add the following after the first paragraph:

“The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.”

**Sub-Clause 6.7
Health and Safety**

Add the following at the end of the Sub-Clause:

“HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness program via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor’s Personnel and the local community, to promote early diagnosis and to assist affected individuals.

“In addition to the foregoing provisions, the Contractor will be required to comply fully with the requirements and procedures during implementation of the work and to follow strictly the provisions of the Safety Specification which contains Particular Safety Specification and JICA Standard Safety Specification (JSSS). Whenever considerations are to be given in executing the Works under the Contract, the policies and requirements of the Safety Specification shall take the precedence over and shall have higher priority than those stated in the other parts of the Specification in respect of health and safety matters.”



The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and Labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.

The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related Employer's Requirements. For each component, the programme shall detail the resources to be provided or utilized and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation.”

**Sub-Clause 6.12
Foreign Personnel**

Add the following as a new Sub-Clause:

“6.12 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, and national or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall



similarly be responsible for making the appropriate arrangements for their return or burial.”

**Sub-Clause 6.13
Supply of Foodstuffs**

Add the following as a new Sub-Clause:

“6.13 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.”

**Sub-Clause 6.14
Supply of Water**

Add the following as a new Sub-Clause:

“6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.”

**Sub-Clause 6.15
Measures against Insect
and Pest Nuisance**

Add the following as a new Sub-Clause:

“6.15 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.”

**Sub-Clause 6.16
Alcoholic Liquor or
Drugs**

Add the following as a new Sub-Clause:

“6.16 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor’s Personnel.”

**Sub-Clause 6.17
Arms and Ammunition**

Add the following as a new Sub-Clause:

“6.17 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.”

Sub-Clause 6.18

Add the following as a new Sub-Clause:



**Festivals and Religious
Customs**

“6.18 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.”

**Sub-Clause 6.19
Funeral Arrangements**

Add the following as a new Sub-Clause:

“6.19 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.”

**Sub-Clause 6.20
Forced Labour**

Add the following as a new Sub-Clause:

“6.20 Forced Labour

The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour -contracting arrangements.”

**Sub-Clause 6.21
Child Labour**

Add the following as a new Sub-Clause:

“6.21 Child Labour

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.”

**Sub-Clause 6.22
Employment Records
of Workers**

Add the following as a new Sub-Clause:

“6.22 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Records of Contractor's Personnel and Equipment*].”



**Sub-Clause 6.23
Workers'
Organizations**

Add the following as a new Sub-Clause:

“6.23 Workers’ Organizations

In countries where the relevant labour laws recognize workers’ rights to form and to join workers’ organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers’ organizations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor’s Personnel from forming or joining workers’ organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers’ representatives. Workers’ organizations are expected to fairly represent the workers in the workforce.”

**Sub-Clause 6.24
Non-Discrimination
and Equal Opportunity**

Add the following as a new Sub-Clause:

“6.24 Non-Discrimination and Equal Opportunity

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause’s requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.”

**Sub-Clause 7.4
Testing**

In the second paragraph, insert the following before “The Contractor shall provide”:

“Except as otherwise specified in the Contract,”

Sub-Clause 7.7

In the first paragraph, insert the following before “Each item of



Ownership of Plant and Materials **Plant and Materials”:**

“Except as otherwise specified in the Contract.”.

Further in sub-paragraph (b), delete “when the Contractor is entitled to payment of the value” and substitute:

“when the Contractor is paid the corresponding value”.

Sub-Clause 7.9
Spare Parts

Add the following as a new Sub-clause:

“7.9 Spare Parts

(a) The Contractor shall supply to the Employer, the Mandatory Spare Parts, prior to the completion of the Works or any Section thereof, at such timing as specified in the Contract for the operation and maintenance of the Works for the period specified in the Contract Data after the Taking-Over by the Employer.

The price of the Mandatory Spare Parts shall be included in the Contract Price.

(b) Upon the both Parties agree on the details of the Recommended Spare Parts for the operation and maintenance of the Works for the period specified in the Contract Data including the identity, specifications and quantities of such spare parts and the terms and conditions, a Variation is issued under Clause 13 [*Variations and Adjustments*] and the price of Recommended Spare Parts shall be included in the Contract Price. The Contractor shall supply to the Employer, the Recommended Spare Parts, prior to the completion of the Works.

The price of Recommended Spare Parts shall include the purchase price and other costs relating to the supply of spare parts such as transportation, port charge and the Contractor’s fees”.

Sub-Clause 8.1
Commencement of
Works

Delete the entire Sub-Clause and substitute:

“Except as otherwise specified in the Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer’s notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;



- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [*Employer's Financial Arrangements*]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [*Compliance with Laws*] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [*Advance Payment*] provided that the corresponding bank guarantee has been delivered by the Contractor.

If the said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [*Termination by Contractor*].

The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."

**Sub-Clause 8.4
Extension of Time for
Completion**

In the sub-paragraph (e), delete "on the Site".

**Sub-Clause 8.6
Rate of Progress**

In the third paragraph, insert "notice under" before "Sub-Clause 2.5 [*Employer's Claims*]".

Add the following at the end of the Sub-Clause:

"Additional costs of revised methods including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [*Extension of Time for Completion*] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor."

**Sub-Clause 8.7
Delay Damages**

In the first paragraph, insert "notice under" before "Sub-Clause 2.5 [*Employer's Claims*]".

**Sub-Clause 8.12
Resumption of Work**

Add the following at the end of the Sub-Clause after "suspension":

"after receiving from the Engineer an instruction to this effect



under Clause 13 [*Variations and Adjustments*]”.

**Sub-Clause 11.3
Extension of Defects
Notification Period**

In the first sentence, delete “defect or damage” and substitute: “defect or by reason of damage attributable to the Contractor”.

**Sub-Clause 11.11
Clearance of Site**

In the second paragraph, delete “after the Employer receives a copy of the Performance Certificate” and substitute: “after receipt by the Contractor of the Performance Certificate”.

**Sub-Clause 12.1
Procedure for Tests
after completion**

In the first paragraph, delete “Unless otherwise stated in the Particular Conditions” and substitute: “Unless otherwise stated in the Employer’s Requirements”.

**Sub-Clause 13.5
Provisional Sums**

“As an exception to the above, the Provisional Sum for the cost of the DB shall be used, in accordance with Sub-Clause 20.2 [*Appointment of the Dispute Board*], for payments to the Contractor of the invoices of the DB for its Regular Cost and one-half of its Non-Regular Cost.

No prior instruction of the Engineer shall be required with respect to the work of the DB.

The following shall apply to payments under the Provisional Sum of the cost of the DB:

(A) Requests for any payment under the Provisional Sum shall be included in those Statements submitted under Sub-Clause 14.3 [*Application for Interim Payment Certificates*] together with all necessary substantiations including:

- (i) invoices prepared by the DB members and provided to the Contractor for payment/ reimbursement of their fees and/or expenses; and
- (ii) evidence of payment of such invoiced amounts in full.

(B) The Contractor’s overhead, profit, etc., shall not be included in the Provisional Sums for the cost of the DB.

(C) The Engineer’s certification of such Statements under Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] shall be based upon the invoices of the DB and evidence of payment of such invoiced amounts in full by the Contractor.”

**Sub-Clause 13.7
Adjustments for
Changes in Legislation**

Add the following paragraph at the end of the Sub-Clause: “Notwithstanding the foregoing, the Contractor shall not be



entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [*Adjustments for Changes in Cost*].”

**Sub-Clause 13.8
Adjustments for
Changes in Cost**

In the first paragraph, delete “included in the Appendix to Tender” and substitute:

“for local and foreign currencies included in the Schedules”.

Further in the 4th paragraph, delete “(quoted in the fourth and fifth columns respectively of the table)”.

In the fifth paragraph, delete “(stated in the table)”.

**Sub-Clause 14.1
The Contract Price**

Add the following new sub-paragraph at the end of this Sub-Clause:

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”

The following is added at the end of the Sub-Clause:

“The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.5. Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor



does not attend to examine and agree these records, they shall be accepted as accurate.

If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall notify the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so notify the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.”

Sub-Clause 14.2
Advance Payment

Delete the entire Sub-Clause and substitute:

“The Employer shall make an advance payment, as an interest-free loan for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [*Application for Interim Payment Certificates*]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [*Performance Security*] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [*Issue of Interim Payment Certificates*], as



follows:

(a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and

(b) deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [*Termination by Employer*], Clause 16 [*Suspension and Termination by Contractor*] or Clause 19 [*Force Majeure*] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [*Termination by Employer*], except for Sub-Clause 15.5 [*Employer's Entitlement to Termination for Convenience*], payable by the Contractor to the Employer.”

**Sub-Clause 14.3
Application for Interim
Payment Certificates**

In second line of the first paragraph, delete “Contract” and substitute:

“Contract Data”.

**Sub-Clause 14.4
Schedule of Payments**

In sub-paragraph (c), insert “or more” after “found to be less” and insert “or more” after “which progress is less”.

**Sub-Clause 14.6
Issue of Interim
Payment Certificates**

Delete the first paragraph and substitute:

“No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any, and shall include any amounts due to or from the Contractor in accordance with a decision by the DB made under Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*].”



**Sub-Clause 14.7
Payment**

Delete sub-paragraphs (b) and (c) and substitute:

“(b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents including any amounts due in accordance with a decision by the DB which have been included in the Interim Payment Certificate ; or, at a time when the Bank’s loan (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and

(c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate; or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [*Termination by Contractor*].”

Delete the last paragraph of this Sub-Clause and substitute:

“Payment of the amount due in:

(A) local currency, payable from the proceeds of the Loan, shall be made through as stated in the Contract Data; and

(B) foreign currency, payable from the proceeds of the Loan, shall be made through as stated in the Contract Data

in accordance with the JICA’s Disbursement Procedures as stated in the Contract Data.

Payment of the amount due in each currency, payable from any source of finance other than the Loan Agreement such as the Employer’s own funds, shall be made directly into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

Any charges or fees associated with or incidental to remittance of funds from JICA/ Employer to the Contractor’s account including but not limited to those for opening and amendment commissions of the Letter of Credit shall solely be borne by the Employer.”

**Sub-Clause 14.8
Delayed Payment**

In the second paragraph, insert the following after “the currency of payment”:



“or if not available, the interbank offered rate,”

**Sub-Clause 14.9
Payment of Retention
Money**

Delete the entire Sub-Clause and substitute:

“When the Taking-Over Certificate has been issued for the Works, and the Works have passed all specified tests (including the Tests after completion, if any), the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However, if any work remains to be executed under Clause 11 [*Defects Liability*] or Clause 12 [*Tests After Completion*], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [*Adjustments for Changes in Legislation*] and Sub-Clause 13.8 [*Adjustments for Changes in Cost*].

Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the



second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.”

**Sub-Clause 14.11
Application for Final
Payment Certificate**

In the second paragraph, insert the following after “as the Engineer may reasonably require”:
“within 28 days from receipt of said draft”.

**Sub-Clause 14.13
Issue of Final Payment
Certificate**

Delete “issue, to the Employer,” in the first paragraph and substitute:

“deliver, to the Employer and to the Contractor”.

Delete sub-paragraph (a) and substitute:

“(a) the amount which he fairly determines is finally due, and”.

**Sub-Clause 14.15
Currencies of Payment**

Delete the entire Sub-Clause and substitute:

“The Contract Price shall be paid in the currency or currencies in which the bid price was expressed in the Letter of Price Bid or Letter of Second Stage Bid, as appropriate. If more than one currency is so named, payments shall be made as follows:

- (a) payment of the damages specified in the Contract Data, shall be made in the currencies and proportions specified in the Letter of Price Bid or Second Stage Bid, as appropriate;
- (b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and



(d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country.”

**Sub-Clause 15.5
Employer’s
Entitlement to
Termination for
Convenience**

Add “for Convenience” at the end of the title. Consequently, throughout the General Conditions of Contract, the title of this Sub-Clause shall be replaced by “Employer’s Entitlement to Termination for Convenience”

Insert the following at the end of the first paragraph:

“or to avoid a termination of the Contract by the Contractor under Clause 16.2 [*Termination by Contractor*]”.

Further, in the second paragraph delete “Sub-Clause 19.6 [*Optional Termination, Payment and Release*]” and substitute:

“Sub- Clause 16.4 [*Payment on Termination*]”.

**Sub-Clause 15.6
Fraud and Corruption**

“15.6 Fraud and Corruption

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [*Termination by Employer*].

Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [*Contractor’s Personnel*].

The Contractor is required to comply with JICA’s policy in regard to corrupt and fraudulent practices as declared in the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.”

**Sub-Clause 16.1
Contractor’s
Entitlement to Suspend
Work**

Insert the following paragraph after the first paragraph:

“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [*Employer’s Financial Arrangements*], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after



the Borrower having received the suspension notification from the Bank.”

**Sub-Clause 16.2
Termination by
Contractor**

Delete sub-paragraph (d) and substitute:

“the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,”

Further, delete “or” at the end of sub-paragraph (f) and add the following as a new sub-paragraph (h) in the end of sub-paragraph (g):

“(h) the Contractor does not receive the Engineer’s instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [*Commencement of Works*].”

Insert the following as penultimate paragraph:

“In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [*Payment*] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor’s entitlement to financing charges under Sub-Clause 14.8 [*Delayed Payment*], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”

**Sub-Clause 17.1
Indemnities**

Delete sub-paragraph (b) and substitute:

“damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor’s design, the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer’s Personnel, their respective agents, or anyone directly or indirectly employed by any of them.”

**Sub-Clause 17.3
Employer’s Risks**

Delete “The risks referred to in Sub-Clause 17.4 below are:” in the first paragraph and substitute:

“The risks referred to in Sub-Clause 17.4 [*Consequences of Employer’s Risks*] below, insofar as they directly affect the



execution of the Works in the Country, are.”

Further, in sub-paragraph (b), insert “sabotage by persons other than the Contractor’s Personnel” before “, revolution”.

Further, in sub-paragraph (c) “and other employees of the Contractor and Subcontractors” is deleted.

**Sub-Clause 17.4
Consequences of
Employer’s Risks**

Delete “reasonable profit on the Cost shall also be included” in sub-paragraph (b) and substitute:
“Cost plus profit shall be payable”.

**Sub-Clause 17.6
Limitation of Liability**

Delete the entire Sub-Clause and substitute:
“Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4(b) [*Consequences of Employer’s Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [*Electricity, Water and Gas*], Sub-Clause 4.20 [*Employer’s Equipment and Free-Issue Materials*], Sub-Clause 17.1 [*Indemnities*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.”



Sub-Clause 17.7**Use of Employer's****Accommodation/Facilities**

Add the following as a new Sub-Clause:

"17.7 Use of Employer's Accommodation/Facilities

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Employer's Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer."

Sub-Clause 18.1**General Requirements for Insurances**

Delete the third paragraph and substitute:

"Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause."

Further add the following as the final paragraph:

"The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country."

Sub-Clause 18.2**Insurance for Works****and Contractor's****Equipment**

Delete sub-paragraph (b) and substitute:

"shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,"

Further in sub-paragraph (d), insert the following after "(d) shall also cover":

"to the extent specifically required in the bidding documents of the Contract,"

Sub-Clause 18.4**Insurance for****Contractor's Personnel**

Delete the second paragraph and substitute:

"The insurance shall cover the Employer and the Engineer



against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."

**Sub-Clause 19.1
Definition of Force
Majeure**

Insert the following in sub-paragraph (ii) before "revolution":

"sabotage by persons other than the Contractor's Personnel,"

Further in the sub-paragraph (iii) delete "and other employees of the Contractor and Subcontractors".

**Sub-Clause 19.4
Consequences of Force
Majeure**

At the end of sub-paragraph (b), add the following:

"including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [*Insurance for Works and Contractor's Equipment*]."

**Sub-Clause 19.7
Release from
Performance**

Delete "under the Law" in the title.

**Sub-Clause 20.1
Contractor's Claims**

Insert "Within the above defined period of 42 days" before "the Engineer shall proceed" in the eighth paragraph.

Further, insert the following as a new paragraph after the eight paragraphs:

"If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*]."

**Sub-Clause 20.2
Appointment of the
Dispute Board**

Delete the entire Sub-Clause and substitute:

"Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*]. The Parties shall appoint a DB by the date stated in the Contract Data.

The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication



defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix A to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. The Employer shall be responsible for paying the Regular Cost and one-half of the Non-Regular Cost and the Contractor shall be responsible for paying one-half of the Non-Regular Cost.

For the purposes of this Sub-Clause:

- (a) “Regular Cost” means retainer fees of DB members, daily fees of the DB members for regular Site visits and all expenses of regular Site visits of the DB members.
- (b) “Non-Regular Cost” means all fees and expenses of the DB other than the Regular Cost.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual



agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.”

**Sub-Clause 20.3
Failure to agree on the
Composition of the
Dispute Board**

The title of the Sub-Claus is replaced by “*Failure to agree on the Composition of the Dispute Board*”.

Throughout the General Conditions of Contract thereof, the title of Sub-Clause 20.3 is replaced by “*Failure to agree on the Composition of the Dispute Board*”.

Further, add “, or fails to approve a member nominated by the other Party,” after “(for approval by the other Party)” in sub-paragraph (b).

**Sub-Clause 20.4
Obtaining Dispute
Board’s Decision**

Delete the entire Sub-Clause and substitute:

“If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB’s decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its



dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.

In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [*Failure to Comply with Dispute Board's Decision*] and Sub-Clause 20.8 [*No Dispute Board in Place*], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties."

**Sub-Clause 20.6
Arbitration**

"Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) if the Contract is with a foreign contractor (or if the lead partner is a foreign contractor, in case of JV), international arbitration (1) with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- (b) if the Contract is with a domestic contractor (or if the lead partner is a domestic contractor, in case of JV), arbitration with proceedings conducted in accordance with the laws of the Country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of



arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [*Law and Language*].

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.”

Sub-Clause 20.7
Failure to Comply with
Dispute Board's
Decision

Delete the entire Sub-Clause and substitute:

“In the event that a Party fails to comply with any decision of the DB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 20.6 [*Arbitration*] in which case Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*] and Sub-Clause 20.5 [*Amicable Settlement*] shall not apply to this reference. The arbitral tribunal (constituted under Sub-Clause 20.6 [*Arbitration*]) shall have the power, by way of summary or other expedited procedure, to order, whether by partial award, an interim or provisional measure or award (as may be appropriate under applicable law or otherwise), the enforcement of that decision.”



**Sub-Clause 20.8
No Dispute Board in
Place**

Change the title of the Sub-Claus from “20.8 *Expiry of Dispute Adjudication Board's Appointment*” to “20.8 *No Dispute Board in Place*”

Delete the entire Sub-Clause and substitute:

“If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place (or no DB is being constituted), whether by reason of the expiry of the DB's appointment or otherwise:

(a) Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*] and Sub-Clause 20.5 [*Amicable Settlement*] shall not apply, and

(b) the dispute may be referred by either Party directly to arbitration under Sub-Clause 20.6 [*Arbitration*] without prejudice to any other rights the Party may have.”

**Appendix
General Conditions of
Dispute Board
Agreement**

**Clause 2
General
Provisions**

Delete the entire Clause and substitute:

“Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.”

**Clause 4
General
Obligation
of the
Member**

Delete sub-paragraph 4(h) through 4(k) and substitute:

- “(h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all



documents received which shall be maintained in a current working file;

- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any)."

Clause 5

**General
Obligation
of Employer
and the
Contractor**

Add the following paragraph at the end of the Clause:

"Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member."

**Clause 6
Payment**

Delete the entire Clause and substitute:

"The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

(a) a retainer fee per calendar month, which shall be considered as payment in full for:

(i) being available on 28 days' notice for all site visits and hearings;

(ii) becoming and remaining conversant with all project developments and maintaining relevant files;

(iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

(iv) all services performed hereunder except those referred to in subparagraphs (b) and (c) of this Clause.



The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

(b) a daily fee which shall be considered as payment in full for:

(i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);

(ii) each working day on Site visits, hearings or preparing decisions; and

(iii) each day spent reading submissions in preparation for a hearing.

(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in subparagraph (b) of this Clause;

(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the



Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of the amount which the Employer is responsible for these invoices (the Regular Cost and one-half of the Non-Regular Cost). The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of the amount which the Contractor is responsible for, including any additional excess of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.”



Clause 7 The title of the Sub-Clause is replaced by
Termination “*Termination*”.

Delete the entire Clause and substitute:

“At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days’ notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.”



**Clause 8
Default of
Member**

The title of the Sub-Claus is replaced by “*Default of Member*”.

Delete the entire Clause and substitute:

“If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.”

**Clause 9
Disputes**

Add the following as a new Clause:

“Clause 9 Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.”



Annex
PROCEDURAL
RULES

Delete the entire Rules and substitute:

“

1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.



6. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures,and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
9. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:
 - (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and



(c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:

(i) either the Employer or the Contractor does not agree that they do so, or

(ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.”



Annex to Part B: Specific Provisions - Eligible Source Countries of Japanese ODA Loans.

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



Section IX. Contract Forms

Table of Forms

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Letter of Acceptance

[insert letterhead paper of the Employer]

[insert date]

To: [insert name and address of the Contractor]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the BDS] for the Accepted Contract Amount of the equivalent of [insert amount in words and figures] [insert name of currency], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by [insert name of Employer].

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

Authorized Signature : _____

Name and Title of Signatory : _____

Name of Agency : _____

Attachment: Memoranda (insert list of memoranda (if any) as referred in Sub-Clause 1.1.1.3)



Contract Agreement

THIS AGREEMENT made the [insert day] day of [insert month], [insert year], between [insert name of the Employer] (hereinafter “the Employer”), of the one part, and [insert name of the Contractor] (hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Technical Bid;
 - (c) the Letter of Price Bid;
 - (d) addenda, if any;
 - (e) the Particular Conditions;
 - (f) the General Conditions;
 - (g) the Employer’s Requirements;
 - (h) the completed Schedules;
 - (i) the Contractor’s Proposal and any other documents;
 - (j) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans; and
 - (k) the Bidder’s Safety Declaration (Form JSSS/BSD).
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.



Signed by _____
for and on behalf of the Employer
in the presence of:

Signed by _____
for and on behalf of the Contractor in the
presence of:

Witness;

Name : _____

Signature : _____

Address : _____

Witness;

Name : _____

Signature : _____

Address : _____

Date : _____

Date : _____



Performance Security

[insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of the Employer]

Date: [insert date of issue]

PERFORMANCE 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 Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of the contract and brief description of the Works] (hereinafter called "the Contract").

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

At the request of the 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 figures] ([insert amount in words]),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire and be returned to us, no later than the [insert the day] day of [insert month], [insert year]², and any demand for payment under it must be received by us at this 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, except that the supporting statement under Article 15(a) is hereby excluded.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9.



[signature(s)]

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



Advance Payment Security

[insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and address of the Employer]

Date: [insert date of issue]

ADVANCE PAYMENT 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 Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date of the contract] with the Beneficiary, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] ([insert amount in words]) is to be made against an advance payment 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 figures] ([insert amount in words])¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.



The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire and be returned to us, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

² Insert the expected expiration date of the Time for Completion.



Retention Money Security

[insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Employer]

Date: [insert date of issue]

RETENTION MONEY 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 Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money 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 figures] ([insert amount in words])¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.



as referred to above has been credited to the Applicant on its account number [*insert account's number*] at [*insert name and address of Applicant's bank*].

This guarantee shall expire and be returned to us no later than the [*insert day*] day of [*insert month*], [*insert year*]², and any demand for payment under it 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, except that the supporting statement under Article 15(a) is hereby excluded.

[*signature(s)*]

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

² *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9.*



Annex IV-1

Form of Price Schedule



Schedule No. 1(A): General Items

A. SUBSTATION WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A1	Security of the Site	LS	-				
A2	Health and Safety Management.	LS	-				
A3	Environmental Activities	LS	-				
A4	Establishment and Removal of Facilities for Contractor's Personnel.	LS	-				
A5	Maintenance of Facilities for Contractor's Personnel.	LS	-				
A6	Establishment and Removal of office in the site and office equipment for use of Employer and Engineer in Birauta	LS	-				
A7	Maintenance of office in the site and office equipment for use of Employer and Engineer, including necessary cost of cars for Employer and Engineer	LS	-				
Total for Schedule No. 1(A) (carried forward to Item 1(1) of Grand Summary)							

Note) LS: Lump Sum



Schedule No. 2(A): Design

A. SUBSTATION WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A1	Design of Plant, Equipment and Machinery, including CT, VT Burden Analysis & Relay Setting Calculation, including coordination of SCADA systems	Lot	1				
A2	Design for Civil and Building Works including Building Service Facilities	Lot	1				
A3	Design for Permanent and/or Temporary Works for construction, installation and maintenance.	Lot	1				
A4	Design of Contractor's Temporary Works	Lot	1				
A5	Compilation and submission of as-built drawings and documents	Lot	1				
A6	Compilation and submission of Operation and Maintenance Manuals	Lot	1				
A7	All miscellaneous design works and preparation of documents required to complete the Contract	Lot	1				

Schedule No. 3(A1): Supply of Plant (Off-Site)

A. SUBSTATION WORK

A1 Birauta Substation

Item no.	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A1.1	132kV GIS							
A1.1.1	Busbar		No.	1				
A1.1.2	Line Feeder		No.	2				
A1.1.3	Transformer feeder		No.	2				
A1.1.4	Buscoupler		No.	1				
A1.2	11kV GIS							
A1.2.1	Transformer feeder		No.	2				
A1.2.2	Outgoing feeder		No.	13				
A1.2.3	Subtransmission line		No.	2				
A1.2.4	Auxiliary Transformer feeder		No.	2				
A1.2.5	Bus section feeder		No.	1				
A1.3	Auxiliary Supply							
A1.3.1	Main switch board		No.	1				
A1.4	Battery & Inverter etc.							
A1.4.1	DC110V Battery & Charger		No.	1				
A1.4.2	Inverter for SAS		No.	1				
A1.4.3	DC48V Battery & Charger		No.	1				
A1.5	Protection & Control etc.							
A1.5.1	SAS		Lot	1				
A1.5.2	145kV Feeder Protection/Control		No.	2				
A1.5.3	145kV Trans. Protection/Control/AVR		No.	2				
A1.5.4	145kV Bus section Protection/Control		No.	1				
A1.5.5	11kV Protection/Control		No.	20				
A1.6	SCADA & Communication		No.	1				
A1.7	Substation Earthing		Lot	1				
A1.8	Power & Control Cable							
A1.8.1	145kV Cable		Lot	1				
A1.8.2	11kV Cable		Lot	1				
A1.9	Transformer							
A1.9.1	Main Transformer		No.	2				
A1.9.2	Auxiliary Transformer		No.	2				
A1.10	Neutral Earthing etc.		Lot	1				
A1.11	Diesel Generator		No.	1				
A1.12	Overhead Travelling Crane		No.	1				
A1.13	Transformer Firefighting		Lot	1				
A1.14	All Miscellaneous Materials for Completion of Substation Work		Lot	1				
A1.15	Test Equipment							
A1.15.1	Three Phase Relay Testing Kit		No.	1				
A1.15.2	SF6 Gas Leakage Detector (Portable)		No.	1				



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Total for Schedule No. 3 (carried forward to Item 1(3) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Country of Origin Declaration Form

Item	Description	Code	Country



Schedule No. 3(A2): Supply of Plant (Off-Site)

A. SUBSTATION WORK

A2 Lekhnath Substation

Item no.	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A2.1	Protection & Control etc.							
A2.1.1	SAS		Lot	1				
A2.1.2	145kV Feeder Protection/Control		No.	1				
A2.2	SCADA & Communication		No.	1				
A2.3	Power & Control Cable							
A2.3.1	Control Cable		No.	1				
Total for Schedule No. 3(A2) (carried forward to Item 1(4) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Country of Origin Declaration Form

Item	Description	Code	Country



Schedule No. 3(A3): Supply of Plant (Off-Site)

A. SUBSTATION WORK

A3 Syangja Substation

Item no.	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A3.1	Protection & Control etc.							
A3.1.1	SAS		Lot	1				
A3.1.2	145kV Feeder Protection/Control		No.	1				
A3.2	SCADA & Communication		No.	1				
A3.3	Power & Control Cable							
A3.3.1	Control Cable		No.	1				
Total for Schedule No. 3(A3) (carried forward to Item 1(5) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Country of Origin Declaration Form

Item	Description	Code	Country



Schedule No. 4(A): Construction, Installation and Testing (On-Site)

A. SUBSTATION WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A1	Installation of Plant, Equipment and Machinery						
A1.1	Installation for Birauta Substation Equipment	Lot	1				
A1.2	Installation for Lekhnath Substation Equipment	Lot	1				
A1.3	Installation for Syangja Substation Equipment	Lot	1				
A2	Civil & Building Works						
A2.1	Birauta Substaion						
A2.1.1	Site Preparation Works, including Site Survey, Demolish and Land Formation	Lot	1				
A2.1.2	Boundary wall, Entrance Gates and Chained Link Fence	Lot	1				
A2.1.3	Internal Road Works including Connection to Existing Public Road	Lot	1				
A2.1.4	Storm Water Drainage and Oil Contaminated Water Drainage Systems	Lot	1				
A2.1.5	Outdoor Electrical Works	Lot	1				
A2.1.6	Substation Building	Lot	1				
A2.1.7	Guard House	Lot	1				
A2.1.8	Covered car parking for 3 cars per shed	Lot	1				
A2.1.9	Firefighting house and relevant outdoor equipment foundations	Lot	1				
A2.1.10	Water supply, Plumbing and Sewage Disposal Systems	Lot	1				
A2.1.11	Landscaping	Lot	1				
A2.1.12	Miscellaneous Works, includinh all Necessary Site Works	Lot	1				
A2.2	Lekhnath Substaion						
A2.2.1	Miscellaneous Works, including All Necessary Site Works	Lot	1				
A2.3	Syangja Substaion						
A2.3.1	Miscellaneous Works, including All Necessary Site Works	Lot	1				
A3	Building Service Facilities						
A3.1	Air conditioning and Ventilating	Lot	1				
A3.2	Fire Safety Facilities	Lot	1				
A3.3	Lighting and Small Power Supply Work	Lot	1				
A3.4	Overhead Travelling Crane	Lot	1				
A3.5	Closed Circuit Television Equipment and Intruder Protection System	Lot	1				
A3.6	Transformer Fire Fighting System	Lot	1				
A3.7	Lightening Protection & Grounding System	Lot	1				
A4	Staff Quarter with Building Service Facilities	Lot	1				
Total for Schedule No. 4(A) (carried forward to Item 1(6) of Grand Summary)							



Schedule No. 5(A): Training

A. SUBSTATION WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A1	Oversea Training for Gas Insulated Switchgear	1	Lot				
A2	Oversea Training for Substation Automation System	1	Lot				
A3	Oversea Training for Protection Equipment	1	Lot				
A4	Site Training for Gas Insulated Switchgear	1	Lot				
A5	Site Training for Substation Automation System	1	Lot				
A6	Site Training for Protection Equipment	1	Lot				
Total for Schedule No. 5(A) (carried forward to Item 1(7) of Grand Summary)							



Schedule No. 6(A): Mandatory Spare Parts

A. SUBSTATION WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A1	145kV Circuit Breaker						
A1.1	Operation Mechanism for CB	Lot.	1				
A1.2	Each type of cl. And op. coils	No.	15				
A1.3	Each type of aux. contact unit	No.	3				
A2	145kV DS and ES						
A2.1	Operation Mechanism of DS	Lot	1				
A2.2	Mech. Drive unit of ES	No.	1				
A3	145kV CT core each rating	Lot	1				
A4	145kV VT core of each rating	Lot	1				
A5	SF6 Gas Cylinder (net content:45kg each)	No.	5				
A6	12kV Breaker						
A6.1	Operation Mechanism for CB	Lot.	1				
A6.2	Each type of cl. And op. coils	No.	10				
A6.3	Each type of mov. And stat. Cont.	No.	3				
A6.4	Vacume interrupter chambers	No.	2				
A7	12kV DS						
A7.1	Set of mov. Sta. cont. for each rating	Lot	1				
A7.2	Ditto for ES	Lot	1				
A7.3	Operation mechanism for DS	Lot	1				
A7.4	Aux. contact of DS	No.	3				
A7.5	Aux. contact of ES	No.	3				
A8	12kV CT for each rating	Lot	1				
A9	12kV VT for each rating	Lot	1				
A10	Fuse for load break sw	No.	3				
A11	Protection and Control						
A11.1	Each type of prot. relay/AVR	No.	1				
A11.2	Each type of Tripping relay	No.	2				
A11.3	Each type of aux. relay	No.	5				
A11.4	Each type of trip circuit SV relay	No.	1				
A11.5	Each type of Bay Control Unit	No.	1				
A11.6	Each type of sw	No.	1				
A11.7	Each type of MCB	No.	1				
A11.8	Each type of lamps	No.	10				
A11.9	Each type of Ethernet sw	No.	2				
A11.10	Optical connectors	No.	1				
A12	DC & Inverter Equipment						
A12.1	Each type of Printed circuit board	No.	1				
A12.2	Each type of MCB	No.	1				
A13	LVAC Equipmet						



A13.1	Each type of MCB/contactor	No.	1				
A14	Power/Control and aux. cables						
A14.1	Power Cables (145kV/12kV) 100m ea.	No.	1				
A14.2	Control cables 200m ea.	No.	1				
A14.3	Auxiliary cables 200m ea.	No.	1				
A14.4	Other cables 100m ea.	No.	1				
A15	Transformer						
A15.1	132kV Bushing (single phase)	No.	1				
A15.2	11kV Bushing (single phase)	No.	1				
A15.3	132kV Neutral bushing	No.	1				
A15.4	11kV Neutral bushing	No.	1				
A15.5	Set of gasket for each transformer	No.	1				
A15.6	Set of dial type thermometer with gasket	No.	1				
A15.7	Sets of thermal image type indicator with gasket	No.	1				
A15.8	Sets of silica gel	No.	1				
A15.9	Buchholz relay	No.	1				
A15.10	Set of tap changer diverter sw	No.	1				
A15.11	Tap changer control sw	No.	1				
A15.12	Transformer oil 200 barrel	No.	10				
A16	Common						
A16.1	145kV Special tools/Instrument for op. and maint.	Lot	1				
Total for Schedule No. 6 (carried forward to Item 1(8) of Grand Summary)							



Schedule No. 7(A): Recommended Spare Parts

A. SUBSTATION WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
A1							
A2							
A3							
A4							
A5							
A6							
A7							
Total for Schedule No. 7(A) (carried forward to Schedule 7 of Grand Summary)							

Notes for the Bidders

1. The Bidder shall list out and price in the above schedule, any spare parts which is recommended for the operation and maintenance of the facilities for the period indicated in BDS 16.2(b) (in case of Single-Stage Two-Envelope Bidding) and in BDS 14.2(b) (in case of Two-Stage One-Envelope Bidding) after the completion of the Works, and which are not included in the Schedule entitled "Mandatory Spare Parts".
2. Any spare parts required for attaining completion of the Works shall not be included in this Schedule as they shall be included in the relevant Schedule where regular items of the Plant are described.
3. These spare parts may include, among others, any consumables, not readily available in the Employer's country.
4. The identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor prior to the completion of the Works. Reference shall be made to Sub-Clauses 1.1.5.10 and 7.9 of the Conditions of Contract.
5. The price of such spare parts shall include the purchase price and other costs relating to the supply of spare parts such as transportation, port charge and the Contractor's fees. The Recommended Spare Parts are not subject to evaluation in accordance with ITB 31.3 and ITB 35.1 (in case of Single-Stage Two-Envelope Bidding), and ITB 25.3 and ITB 48.1 (in case of Two-Stage One-Envelope Bidding).
6. The total price of this Schedule shall not be added to the Bid Price. However, the price may have been added to the Contract Price (with modifications agreed during the contract negotiations or the contract execution), if both Parties agree to do so.



Schedule No. 1(B): General Items

B. TRANSMISSION LINE WORK

Note) LS: Lump Sum



Schedule No. 2(B): Design

B. TRANSMISSION LINE WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B1	Transmission Line Route Design and Preparation of Route Map	Lot	1				
B2	Design of 132kV Triplex Type XLPE Power Cable and Accessories	Lot	1				
B3	Design for Transmission Line System and Earthing System, including DTS (Distributed Temperature Sensing) System	Lot	1				
B4	Design for Cable Installation System, including Cable Joint and Manhole	Lot	1				
B5	Design of Branch Tower, Cable Sealing End, Lightning Arrester, OPGW and Accessories and Necessary Civil Works, including Boundary Wall and Gate	Lot	1				
Total for Schedule No. 2(B) (carried forward to Item 2(2) of Grand Summary)							



Schedule No. 3(B1): Supply of Plant (Off-Site)

B. TRANSMISSION LINE WORK

B1 Birauta Substation - LILO Branch Tower

Item no.	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B1.1	Cable							
B1.1.1	132kV 3x800mm ² Triplex XLPE Cable		m	1,540				
B1.2	Joint							
B1.2.1	Insulated		Set	6				
B1.3	Sealing End							
B1.3.1	GIS		Set	6				
B1.3.2	Outdoor Porcelain/Composite		Set	6				
B1.4	Lightning arrestor		Set	6				
B1.5	Link Box including Earthing							
B1.5.1	Solid-Bond		Set	4				
B1.5.2	Link Box with Arrestor		Set	4				
B1.6	Earth Continuity Wire (ECW) (1kV XLPE 185mm²)		Lot	1				
B1.7	Optical Communication Cable, including Accessories		Lot	1				
B1.8	Terminal Box for Optical Fiber Cable		Set	2				
B1.9	Distributed Temperature Sensing (DTS) System		Lot	1				
B1.10	Necessary Miscellaneous Items for Completion of Transmission Line Work		Lot	1				
Total for Schedule No. 3(B1) (carried forward to Item 2(3) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Country of Origin Declaration Form

Item	Description	Code	Country



Schedule No. 3(B2): Supply of Plant (Off-Site)

B. TRANSMISSION WORK

B2 LILO Branch Tower (Overhead Line)

Item no.	Description	Code ^{*/}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B2.1	Special Branch Tower for LILO including all necessary accessories such as earthing angles, danger and number plates, etc.		set	1				
B2.2	All Aluminum Conductor (AAC) equivalent to ACSR Duck for Down Dropper		Lot	1				
B2.3	OPGW		km	1				
B2.4	Tension Insulator string set incl. insulator discs		Unit	6				
B2.5	Tension Insulator sets necessary for Down Dropper conductor incl. insulator discs		Lot	1				
B2.6	Accessories including Stockbridge dampers, clamps, etc. all complete for Conductor		Lot	1				
B2.7	Fittings and Accessories including tension sets, stockbridge dampers, splicing boxes, etc. all complete for OPGW		Unit	2				
Total for Schedule No. 3(B2) (carried forward to Item 2(4) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Country of Origin Declaration Form

Item	Description	Code	Country



Schedule No. 4(B1): Construction, Installation and Testing (On-Site)**B. TRANSMISSION LINE WORK****B1 Birauta Substation - LILO Branch Tower**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B1.1	Site Surveys on the Cable Route						
B1.1.1	Necessary Surveys, including Topographical and Geotechnical Surveys along Cable Route, and so on	Lot	1				
B1.1.2	Ground-penetrating radar (GPR) Survey and Trial Pit Digging for Checking the Existing Underground Utilities for Route Design	Lot	1				
B1.2	Trench Excavation, Supply and Installation of HDPE Pipes, Cable Slab and Warning Tape, Backfill and Restoration of Pavement of the Roads on Public Road	Lot	1				
B1.3	Cable Pulling/Laying including ECW for all Route including inside of Substation	Lot	1				
B1.4	Construction of Manhole for Cable Joint	Set	1				
B1.5	Cable Jointing Work and Earthing	Set	6				
B1.6	Installation, Cable Termination and Earthing						
B1.6.1	GIS (in Birauta Substation)	Set	6				
B1.6.2	Outdoor Cable Sealing Ends	Set	6				
B1.6.3	Arresters	Set	6				
B1.7	Installation of Optic Fibre Cable (OFC) and Termination of OFC in Terminal Boxes at both Ends	Lot	1				
B1.8	Installation and Setting up of DTS System	Lot	1				
B1.9	Commissioning and Testing	Lot	1				
Total for Schedule No. 4(B1) (carried forward to Item 2(5) of Grand Summary)							



Schedule No. 4(B2): Construction, Installation and Testing (On-Site)**B. TRANSMISSION LINE WORK****B2 LILO Branch Tower (Overhead Line)**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B2.1	Plain Topographical and Geological Survey of Site for Branch Tower	Lot	1				
B2.2	Foundation Work for Tower, Anchor Insulator, Cable Sealing End, Lightning Arrestor, etc.	Lot	1				
B2.3	Tower Erection Work	Lot	1				
B2.4	Installation of Steel Structures and Lightning Arrestor, Cable Sealing End, and so on.	Lot	1				
B2.4	Stringing Work of ACSR Conductors and OPGW, Down Droppers, including connection of etc.)	Lot	1				
B2.5	Earthing Device for Tower and other Equipment	Lot	1				
B2.6	Earthing Mesh in Construction Site for Branch Tower and Cable Sealing Ends	Lot	1				
B2.7	All Necessary Miscellaneous Works to Complete the Works (Land formation, fence and gate, gravel surfacing, etc.)	Lot	1				
Total for Schedule No. 4(B2) (carried forward to Item 2(6) of Grand Summary)							



Schedule No. 5(B): Training

B. TRANSMISSION LINE WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B1	Overseas Training for 132kV Triplex Power Cable in Manufacturer's Country	Lot	1				
B2	Training for Operation and Maintenance of Underground Transmission Line at Site in Pokhara	Lot	1				
B3	Operation and Maintenance of DTS system	Lot	1				
Total for Schedule No. 5(B) (carried forward to Item 2(7) of Grand Summary)							



Schedule No. 6(B): Mandatory Spare Parts

B. TRANSMISSION LINE WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B1	Cable						
B1.1	132kV 3x800mm ² Triplex XLPE	m	300				
B2	Joint						
B2.1	132kV Insulated joint	Set	6				
B3	Sealing End						
B3.1	132kV GIS	Set	3				
B3.2	132kV Outdoor Porcelain/Composite	Set	3				
Total for Schedule No. 6(B) (carried forward to Item 2(8) of Grand Summary)							



Schedule No. 7(B): Recommended Spare Parts

B. TRANSMISSION LINE WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
B1							
B2							
B3							
B4							
B5							
B6							
B7							
Total for Schedule No. 7(B) (carried forward to Schedule 7 of Grand Summary)							

Notes for the Bidders

1. The Bidder shall list out and price in the above schedule, any spare parts which is recommended for the operation and maintenance of the facilities for the period indicated in BDS 16.2(b) (in case of Single-Stage Two-Envelope Bidding) and in BDS 14.2(b) (in case of Two-Stage One-Envelope Bidding) after the completion of the Works, and which are not included in the Schedule entitled "Mandatory Spare Parts".
2. Any spare parts required for attaining completion of the Works shall not be included in this Schedule as they shall be included in the relevant Schedule where regular items of the Plant are described.
3. These spare parts may include, among others, any consumables, not readily available in the Employer's country.
4. The identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor prior to the completion of the Works. Reference shall be made to Sub-Clauses 1.1.5.10 and 7.9 of the Conditions of Contract.
5. The price of such spare parts shall include the purchase price and other costs relating to the supply of spare parts such as transportation, port charge and the Contractor's fees. The Recommended Spare Parts are not subject to evaluation in accordance with ITB 31.3 and ITB 35.1 (in case of Single-Stage Two-Envelope Bidding), and ITB 25.3 and ITB 48.1 (in case of Two-Stage One-Envelope Bidding).
6. The total price of this Schedule shall not be added to the Bid Price. However, the price may have been added to the Contract Price (with modifications agreed during the contract negotiations or the contract execution), if both Parties agree to do so.

Schedule No. 1(C): General Items

C. DISTRIBUTION LINE WORK



Schedule No. 2(C): Design

C. DISTRIBUTION LINE WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1	Pre-construction survey including detail survey, study and prepare GIS map and reporting of existing network for HT, LT, and consumer connection etc.	Lot	1				
C2	Complete design of underground distribution line network including installation of RMUs and LT pillars, truss type cable bridge for canal crossing, and cable trough in Birauta substation	Lot	1				
C3	Complete design of overhead distribution line network, including the river crossing design	Lot	1				
C4	Complete design of communication and automation system for distribution lines, including fiber optical network	Lot	1				
C5	Compilation and submission of as-built drawings and documents	Lot	1				
C6	Compilation and submission of Operation and Maintenance Manuals	Lot	1				
C7	All miscellaneous design and preparation works required to complete the Contract for Distribution Line Work	Lot	1				
Total for Schedule No. 2(C) (carried forward to Item 3(2) of Grand Summary)							



Schedule No. 3(C1): Supply of Plant (Off-Site)

C. DISTRIBUTION LINE WORK

C1 Underground Line

	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1.1	HT Cables along with Straight Jointing Kit, Outdoor & Indoor Termininafion Kit, HDPE Pipe and other accessories							
C1.1.1	3-Core, 400 mm ² , 11 kV, XLPE Armoured Aluminum cable		km	12.9				
C1.1.2	3-Core, 150 mm ² , 11 kV, XLPE Armoured Aluminum cable		km	0.1				
C1.2	LT Cables along with necssary termination kit, HDPE Pipe and accessories							
C1.2.1	LT XLPE Armoured 3.5 Core, 300 mm ² Aluminum Cable		km	0.5				
C1.2.2	LT XLPE Armoured 3.5 Core, 185 mm ² Aluminum Cable		km	9.2				
C1.3	Service Cables (Armored, XLPE and Multi - Stranded) along with Connectors and PVC Pipes							
C1.3.1	Service Cable along with connectors, and all accessories required for connection of meter to service piller (single phase 16 A).		Customer	430				
C1.3.2	Service Cable along with connectors, and all accessories required for connection of meter to service piller (single phase 30 A).		Customer	90				
C1.3.3	Service Cable along with connectors, and all accessories required for connection of meter to service piller (single phase 60 A).		Customer	30				
C1.3.4	Service Cable along with connectors, and all accessories required for connection of meter to service piller (Three phase upto 25 KVA).		Customer	30				
C1.3.5	Service Cable along with connectors, and all accessories required for connection of meter to service piller (Three phase upto 25 to 50 KVA).		Customer	30				
C1.4	RMU (Ring Main Units) including MS Galvanized Steel Supporting Base Structures							
C1.4.1	Outdoor type 11 KV SF6 type extensible and motorized 5 way smart Ring Main Unit (RMU) complete with 2 VCB and 3 LBS with FPI (Fault Passage Indicator)		Set	3				
C1.4.2	Feeder Remote Terminal Unit suitable for above types of RMUs		Set	3				
C1.5	LT Feeder Pillar including MS Galvanized Steel Supporting Base Structure							
C1.5.1	6- way Distribution feeder pillar with 1 no MCCB, 4 pole, 3phase, 415V, 500 Amps for incoming and 5 nos outgoing MCCBs, 4 pole, 3phase, 415V, 200 Amps rating each, along with LT CTs and Multifunction meter for metering arrangement on incommers (TYPE D1)		Set	5				



Schedule No. 3(C1): Supply of Plant (Off-Site)

C. DISTRIBUTION LINE WORK

C1 Underground Line

	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1.5.2	6- way Distribution feeder pillar with 1 no MCCB, 4 pole, 3phase, 415V, 400 Amps for incoming and 5 nos outgoing MCCBs, 4 pole, 3phase, 415V, 200 Amps rating each, along with LT CTs and Multifunction meter for metering arrangement on incomer (TYPE D2)		Set	4				
C1.5.3	5- way Distribution feeder pillar with 5 nos outgoing MCCBs, 4 pole, 3phase, 415V, 200 Amps rating each, (TYPE D3)		Set	42				
C1.5.4	3 phase, 4 Polc, 415 v, Distribution Service Pillar for LT. 150 Amps incoming MCCB, 1 no with busbars for upto 30 connection distribution service pillar (TYPE E).		Set	60				
C1.6	Interbranch metering units (CT, PT, control cable and other accessories) along with separate enclosure suitable to be mounted on the RMU		Set	4				
Total for Schedule No. 3(C1) (carried forward to Item 3(3) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Country of Origin Declaration Form

Item	Description	Code	Country



Schedule No. 3(C2): Supply of Plant (Off-Site)

C. DISTRIBUTION LINE WORK

C2 Overhead Line

	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C2.1	Steel Tubular Poles including stay wire and other accessories							
C2.1.1	Full Galvanized Steel Tubular Pole 13.0 M Long		Set	10				
C2.1.2	Full Galvanized Steel Tubular Pole 11.0 M Long		Set	20				
C2.2	11 kV XLPE Insulated AAA Conductor							
C2.2.1	1-Core, 100 mm ² 11kV XLPE Insulated AAA Conductor including Tension/Dead End Assembly, Suspension Assembly, Insulation Piercing Connectors, Tension Joint and other accessories		km	5.5				
C2.3	Insulators (Disc, Pin and Stay Insulators) with their fittings for Utility Poles		Lot	1				
C2.4	9kV LA (3 Nos. in 1 Set) set with all accessories		Set	5				
C2.5	11kV GO switch (400A) with accessories							
C2.5.1	GO switch with handle, pipe and Supporting Channel including motor and other control arrangement		Set	1				
C2.5.2	Feeder Remote Terminal Unit (FRTU) with communication arrangement and Power Supply system		Set	1				
C2.6	Supporting Structure (Pole or Steel Lattice Tower) for river crossing point including stay wires and other accessories		Lot	1				
Total for Schedule No. 3(C2) (carried forward to Item 3(4) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Country of Origin Declaration Form

Item	Description	Code	Country



Schedule No. 3(C3): Supply of Plant (Off-Site)

C. DISTRIBUTION LINE WORK

C3 Birauta Substation and Telecommunication

Item no.	Description	Code ^{*1}	Unit	Quantity	Rate		Amount	
					Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C3.1	MPLS-TP Hybrid equipment (1G upto 5MSP direction)							
C3.1.1	Common cards, Equipment Cabinet, switch fabric/control cards, Optical base cards, Optical Interface cards, power supply cards, power cabling, other hardware and accessories including sub racks, patch cord etc		Set	1				
C3.2	MPLS -TP Equipment (1G upto 4 protected directions) for Ring Main Unit							
C3.2.1	1 RU MPLS -TP Base Equipment Equipped with 8XIG MPLS -TP Interface with integrated switch engine and Redundant AC Power supply cards along with Common Cards, Optical Interface Cards, switch Fabric /control cards, power cabling, other hardware & accessories including sub -racks, patch cords, etc.		Set	6				
C3.3	Network Management System (NMS)							
C3.3.1	Network Management System							
(a)	Hardware including Remote Terminal Unit (RTU)		Set	1				
(b)	Printer (Laser Jet)		Set	1				
C3.3.2	Network Management System for Craft Terminal							
(a)	Hardware		Set	1				
C3.3.3	Software for Network Management System		Set	1				
C3.4	Local SCADA/DMS (Distribution Management System)							
C3.4.1	Hardware and Software including Anti Virus for three years		Set	1				
C3.5	FODP & FMS with Splicing & Patching Trays, FCPC coupling and pig tails (5 meter each), Patch Chords		Lot	1				
C3.6	Test Equipment including necessary accessory							
C3.6.1	OTDR (Optical Time Domain Reflectometer) for 1310/ 1550 nm with laser source.		No.	1				
C3.6.2	Optical Attenuators (variable 1310/ 1550 nm).		No.	1				
C3.6.3	Optical Power meter (1310/ 1550 nm) with Laser Source.		No.	1				
C3.6.4	Laser Light Source (1310 /1550 nm).		No.	1				
C3.6.5	Optical Fibre Fusion Splicer including Fibre cleaver.		No.	1				
C3.6.6	Splice Kit		No.	1				
C3.7	Underground Fiber Optic Cable (UGFO Cable) including Joint Box and PLB-HDPE Pipe							
C3.7.1	96 Fibers		km	4.7				
C3.7.2	24 Fibers		km	0.2				
Total for Schedule No. 3(C3) (carried forward to Item 3(5) of Grand Summary)								

*1 Bidders shall enter a code representing the country of origin of all imported plant and equipment.



Item	Description	Code	Country



Schedule No. 4(C1): Construction, Installation and Testing (On-Site)**C. DISTRIBUTION LINE WORK****C1 Underground Line**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1.1	Installation of HT Cables along with Straight Jointing Kit, Outdoor & Indoor Termininafion Kit, HDPE Pipe, other accessories and associated civil works						
C1.1.1	3-Core, 400 mm ² , 11 kV, XLPE Armoured Aluminum cable	km	12.9				
C1.1.2	3-Core, 150 mm ² , 11 kV, XLPE Armoured Aluminum cable	km	0.1				
C1.2	Installation of LT Cables along with necssary termination kit, HDPE Pipe, accessories and associated civil works						
C1.2.1	LT XLPE Armoured 3.5 Core, 300 mm ² Aluminum Cable	km	0.5				
C1.2.2	LT XLPE Armoured 3.5 Core, 185 mm ² Aluminum Cable	km	9.2				
C1.3	Installation of Service Cables (Armored, XLPE and Multi -Stranded) along with Connectors, PVC Pipes and associated civil works						
C1.3.1	Service Cable along with connectors, and all accessories required for connection of meter to service pillar (single phase 16 A).	Customer	430				
C1.3.2	Service Cable along with connectors, and all accessories required for connection of meter to service pillar (single phase 30 A).	Customer	90				
C1.3.3	Service Cable along with connectors, and all accessories required for connection of meter to service pillar (single phase 60 A).	Customer	30				
C1.3.4	Service Cable along with connectors, and all accessories required for connection of meter to service pillar (Three phase upto 25 KVA).	Customer	30				
C1.3.5	Service Cable along with connectors, and all accessories required for connection of meter to service pillar (Three phase upto 25 to 50 KVA).	Customer	30				
C1.4	Installation of RMU (Ring Main Units) including MS Galvanized Steel Supporting Base Structures, and associated civil works						
C1.4.1	Outdoor type 11 KV SF6 type extensible and motorized 5 way smart Ring Main Unit (RMU) complete with 2 VCB and 3 LBS with FPI	Set	3				
C1.4.2	Feeder Remote Terminal Unit suitable for above types of RMUs	Set	3				
C1.5	Installation of LT Feeder Pillar including MS Galvanized Steel Supporting Base Structure and associated civil works						



Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1.5.1	6-way Distribution feeder pillar with 1 no MCCB, 4 pole, 3phase, 415V, 500 Amps for incoming and 5 nos outgoing MCCBs, 4 pole, 3phase, 415V, 200 Amps rating each, along with LT CTs and Multifunction meter for metering arrangement on incomer (TYPE D1)	Set	5				
C1.5.2	6-way Distribution feeder pillar with 1 no MCCB, 4 pole, 3phase, 415V, 400 Amps for incoming and 5 nos outgoing MCCBs, 4 pole, 3phase, 415V, 200 Amps rating each, along with LT CTs and Multifunction meter for metering arrangement on incomer (TYPE D2)	Set	4				



Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1.5.3	5-way Distribution feeder pillar with 5 nos outgoing MCCBs, 4 pole, 3phase, 415V, 200 Amps rating each, (TYPE D3)	Set	42				
C1.5.4	3 phase, 4 Polc, 415 v, Distribution Service Pillar for LT. 150 Amps incoming MCCB, 1 no with busbars for upto 30 connection distribution service pillar (TYPE E).	Set	60				
C1.6	Installation of Interbranch metering units (CT, PT, control cable and other accessories) along with separate enclosure suitable to be mounted on the RMU	Set	4				
C1.7	Construction of Truss bridge for canal crossing of the underground cable including the associated civil work	Lot	1				
C1.8	Commissioning and Testing	Lot	1				
Total for Schedule No. 4(C1) (carried forward to Item 3(6) of Grand Summary)							



Schedule No. 4(C2): Construction, Installation and Testing (On-Site)**C. DISTRIBUTION LINE WORK****C2 Overhead Line**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C2.1	Installation of Steel Tubular Poles and stay wires and associated civil work						
C2.1.1	Full Galvanized Steel Tubular Pole 13.0 M Long	Set	10				
C2.1.2	Full Galvanized Steel Tubular Pole 11.0 M Long	Set	20				
C2.2	Installation of 11 kV XLPE Insulated AAA Conductor						
C2.2.1	1-Core, 100 mm ² 11kV XLPE Insulated AAA Conductor including Tension/Dead End Assembly, Suspension Assembly, Insulator assembly, Bracket assembly, Insulation Piercing Connectors, Tension Joint and other accessories	km	5.5				
C2.2	Removal of 11 kV ACSR Bare Conductor, 100 mm²	km	0.9				
C2.3	Installation of 9kV LA (3 Nos. in 1 Set) set with all accessories	Set	5				
C2.4	Installation of 11kV Gang Operated (GO) switch with accessories						
C2.4.1	GO switch (400 Amps) with handle, pipe and Supporting Channel	Set	1				
C2.4.2	Feeder Remote Terminal Unit (FRTU) with communication arrangement and Power Supply system	Set	1				
C2.5	Erection of Supporting Structure and Foundation work (and Piling work if necessary) at the river crossing point including stay wires and other accessories	Lot	1				
C2.6	Commissioning and Testing	Lot	1				
Total for Schedule No. 3(7) (carried forward to Item 3(7) of Grand Summary)							



Schedule No. 4(C3): Construction, Installation and Testing (On-Site)**C. DISTRIBUTION LINE WORK****C3 Birauta Substation and Telecommunication**

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C3.1	Installation of MPLS-TP Hybrid equipment (1G upto 5MSP direction)						
C3.1.1	Common cards, Equipment Cabinet, switch fabric/control cards, Optical base cards, Optical Interface cards, power supply cards, power cabling, other hardware and accessories including sub racks, patch cord etc	Set	1				
C3.2	Installation of 1 RU (Rack Unit) MPLS -TP Equipment(1G upto 4 protected directions) for Ring Main Unit						
C3.2.1	1 RU MPLS -TP Base Equipment Equipped with 8XIG MPLS -TP Interface with integrated switch engine and Redundant AC Power supply cards along with Common Cards, Optical Interface Cards, switch Fabric /control cards, power cabling, other hardware & accessories including sub -racks, patch cords, etc.	Set	6				
C3.3	Installation of Network Management System (NMS)						
C3.3.1	Network Management System (NMS)						
(a)	Hardware includng Remote Terminal Unit (RTU)	Set	1				
(b)	Printer (Laser Jet)	Set	1				
C3.3.2	Network Management System for Craft Terminal						
(a)	Hardware	Set	1				
C3.3.3	Software for Network Management System	Set	1				
C3.4	Installation of Local SCADA/DMS (Distribution Management System)						
C3.4.1	Hardware and Software including Anti Virus for three years	Set	1				
C3.5	Installtion of FODP & FMS with Splicing & Patching Trays,FCPC coupling and pig tails (5 meter each), Patch Chords as per site Requirements.	Lot	1				
C3.6	Installation of Underground Fiber Optic Cable (UGFO Cable) including PLB-HDPE Pipe and Joint Box						
(a)	96 Fibers	km	4.7				
(b)	24 Fibers	km	0.2				
C3.8	Construction of RCC manholes (for joint and providing Service loops)	Set	28				
C3.9	Commissioning and Testing	Lot	1				
Total for Schedule No. 4(C3) (carried forward to Item 3(8) of Grand Summary)							



Schedule No. 5(C): Training

C. DISTRIBUTION LINE WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1	Training at Factory on MPLS-TP equipment, MUX Equipment, NMS and Feeder Management	Lot	1				
C2	Training at Site for RMU	Lot	1				
C3	Training at Site for FRTU	Lot	1				
C4	Training at Site for MPLS Equipment	Lot	1				
Total for Schedule No. 5(C) (carried forward to Item 3(9) of Grand Summary)							



Schedule No. 6(C): Mandatory Spare Parts

C. DISTRIBUTION LINE WORK

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local (NPR)	Foreign (JPY)	Local (NPR)	Foreign (JPY)
C1	HT Cables as per Technical Specification						
C1.1	3-Core, 400 mm ² 11kV XLPE Armoured Aluminum Cable	km	1				
C1.2	3-Core 150 mm ² 11kV XLPE Armoured Aluminum Cable	km	0.5				
C2	XLPE Insulated Covered AAA Conductor as per Technical Specification						
C2.1	1-Core 100 mm ²	km	1				
C3	LT Cables as per Technical Specification						
C3.1	LT XLPE Armoured 3.5 Core, 300 sq .mm. Aluminum Cable	km	0.5				
C3.2	LT XLPE Armoured 3.5 Core 185 sq .mm. Aluminum Cable	km	1				
C4	Spare for Ring Main Unit (RMU)						
C4.1	VCB of each rating and each make	Set	2				
C4.2	LBS of each rating and each make	Set	2				
C4.3	Strarters, contactors, switches & relays for electrical control panels (One set of each type)	Lot	1				
C4.4	Overcurrent and earth fault relay	Set	2				
C4.5	Power supply unit	Set	2				
C5	Spare for Gang Operated (GO) switch						
C5.1	Complete pole of each type & rating complete with operatign mechanism	Lot	1				
C5.2	Opening coil assembly as applicable	Set	1				
C5.3	Closing coil assembly as applicable	Set	1				
C5.4	Auxiliary switch assembly of each type	Lot	1				
C6	Spares for LT Feeder Pillars						
C6.1	MCCB of each type and rating and each make	Lot	4				
C7	HT & LT Cable Route Marker and Straight Joint marker 5% of used number	LS	1				
C8	Spares for Fibre Optics & Communication devices						
C8.1	Mandatory Spares for UGFO						
C8.1.1	Unarmoured Under ground Optical Fiber Cable - 96 Fibers DWSM	km	0.5				
C8.1.2	Joint Box for UGFO - 96 Fibers	Set	2				
C8.1.3	Unarmoured Under ground Optical Fibre Cable - 24 Fibers DWSM	km	0.5				
C8.1.4	Joint Box for UGFO -24 Fibers	Set	2				
C8.2	MPLS-TP Hybrid Equipment (1G up to 5 MSP protected directions						



C8.2.1	Base Equipment (Common cards, switch fabric/control cards, optical base cards, power supply cards, power cabling, other hardware and accessories including sub racks, patch cord etc fully equipped excluding C8.2.2 below)	Set	1				
C8.2.2	Optical Interface Cards/SFP#						
(a)	Gigabit Ethernet SFP, SM 1550 nm, 60KM	No	2				
(b)	Gigabit Ethernet SFP, SM 1550 nm, 30KM	No	2				
C8.3	1 RU(Rack Unit MPLS-TP Equipment 1G up to 4 protected directions						
C8.3.1	1 RU MPLS-TP Base Equipment Equipped with 8X1G MPLS-TP Interface with integrated switch engine and Redundant AC Power Supply cards along with Common cards, switch fabric/control cards, power cabling, other hardware & accessories including sub-racks, patch cords, fully equipped excluding (ii) below)	Set	2				
C8.3.2	Optical Interface Cards/SFP#						
(a)	Gigabit Ethernet SFP. SM 1550 nm	No	4				
Total for Schedule No. 6(C) (carried forward to Item 3(10) of Grand Summary)							



Schedule No. 7(C): Recommended Spare Parts

C. DISTRIBUTION LINE WORK

Notes for the Bidders

1. The Bidder shall list out price in the above schedule, any spare parts which is recommended for the operation and maintenance of the facilities for the period indicated in BDS 16.2(b) (in case of Single-Stage Two-Envelope Bidding) and in BDS 14.2(b) (in case of Two-Stage One-Envelope Bidding) after the completion of the Works, and which are not included in the Schedule entitled "Mandatory Spare Parts".
2. Any spare parts required for attaining completion of the Works shall not be included in this Schedule as they shall be included in the relevant Schedule where regular items of the Plant are described.
3. These spare parts may include, among others, any consumables, not readily available in the Employer's country.
4. The identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor prior to the completion of the Works. Reference shall be made to Sub-Clauses 1.1.5.10 and 7.9 of the Conditions of Contract.
5. The price of such spare parts shall include the purchase price and other costs relating to the supply of spare parts such as transportation, port charge and the Contractor's fees. The Recommended Spare Parts are not subject to evaluation in accordance with ITB 31.3 and ITB 35.1 (in case of Single-Stage Two-Envelope Bidding), and ITB 25.3 and ITB 48.1 (in case of Two-Stage One-Envelope Bidding).
6. The total price of this Schedule shall not be added to the Bid Price. However, the price may have been added to the Contract Price (with modifications agreed during the contract negotiations or the contract execution), if both Parties agree to do so.



Grand Summary

<i>Description</i>		<i>Amount</i>	
		<i>Local (NPR)</i>	<i>Foreign (JPY)</i>
1	Section 1 Substation Work		
(1)	Schedule No. 1(A): General Items		
(2)	Schedule No. 2(A): Design		
(3)	Schedule No. 3(A1): Supply of Plant (Off-Site)		
(4)	Schedule No. 3(A2): Supply of Plant (Off-Site)		
(5)	Schedule No. 3(A3): Supply of Plant (Off-Site)		
(6)	Schedule No. 4(A1): Construction, Installation and Testing (On-Site)		
(7)	Schedule No. 5(A): Training		
(8)	Schedule No. 6(A): Mandatory Spare Parts		
(9)	Sub-Total of 1(1) to 1(8)		
2	Section 2 Transmission Line Work		
(1)	Schedule No. 1(B): General Items		
(2)	Schedule No. 2(B): Design		
(3)	Schedule No. 3(B1): Supply of Plant (Off-Site)		
(4)	Schedule No. 3(B2): Supply of Plant (Off-Site)		
(5)	Schedule No. 4(B1): Construction, Installation and Testing (On-Site)		
(6)	Schedule No. 4(B2): Construction, Installation and Testing (On-Site)		
(7)	Schedule No. 5(B): Training		
(8)	Schedule No. 6(B): Mandatory Spare Parts		
(9)	Sub-Total of 2(1) to 2(8)		
3	Section 3 Distribution Line Work		
(1)	Schedule No. 1(C): General Items		
(2)	Schedule No. 2(C): Design		
(3)	Schedule No. 3(C1): Supply of Plant (Off-Site)		
(4)	Schedule No. 3(C2): Supply of Plant (Off-Site)		
(5)	Schedule No. 3(C3): Supply of Plant (Off-Site)		
(6)	Schedule No. 4(C1): Construction, Installation and Testing (On-Site)		
(7)	Schedule No. 4(C2): Construction, Installation and Testing (On-Site)		
(8)	Schedule No. 4(C3): Construction, Installation and Testing (On-Site)		
(9)	Schedule No. 5(C): Training		
(10)	Schedule No. 6(C): Mandatory Spare Parts		
(11)	Sub-Total of 3(1) to 3(10)		
(A)	Total of 3 Sections [1(9) + 2(9) + 3(11)]		
(B) ^{*1}	Provisional Sums [5% of (A)]		
(C)	Specified Provisional Sums	2,000,000	0.00
(D)	Total of Schedules Plus Provisional Sums [(A)+(B)+(C)]		
(E) ^{*1}	Add contingency allowance [10% of (A)]		
(F)	Bid Price (D+E) [Carried forward to Letter of Price Bid]		
Schedule No. 7: Recommended Spare Parts (total price of Schedule No.7(A), Schedule No.7(B) and Schedule No.7(c))			

Notes for the Bidders

*1. The Bidder shall derive the local and foreign currency portion of this Amount, applying the relevant percentage indicated in BDS 14.10, as appropriate.



Schedule of Specified Provisional Sums

Notes for the Bidders

1. Provisional Sums included and designated above shall be expended in whole or in part at the direction of the Engineer and in accordance with Sub-Clause 13.5 of the Conditions of Contract. Notwithstanding the above, the Provisional Sum for the cost of the DB shall require no prior instruction of the Engineer
2. No Contractor's overhead charges or profit shall be included or payable on the Provisional Sum for the Cost of the DB.





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