

Auction Mart

Volume - I **BIDDING DOCUMENT**

Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP	Development Partners
DoLIDAR	Department of Local Infrastructure Development and Agricultural Roads
ELI	Eligibility
EQC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV	Joint Venture
LIT	Litigation
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
PL	Profit & Loss
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT	Value Added Tax
WRQ	Works Requirements

Part - I

BIDDING PROCEDURES

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SECTION - I

Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none">(a) the term “in writing” means communicated in written form and delivered against receipt;(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and(c) “day” means calendar day.
2. Source of Funds	<p>2.1 The Employer intends to apply part of the funds of its own towards the cost of the Project to cover eligible payments under the Contract for the Works.</p>
3. Fraud and Corruption	<p>3.1 The Embassy of India requires that the bidders, suppliers and contractors and their sub-contractors, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer;</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.(iv) “obstructive practice” means:<ul style="list-style-type: none">(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to

materially impede a GoI investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoI's inspection and audit rights provided for under sub-clause 3.5 below.

(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

(a) give or propose improper inducement directly or indirectly,

(b) distortion or misrepresentation of facts,

(c) engaging in corrupt or fraudulent practice or involving in such act,

(d) interference in participation of other competing bidders,

(e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing

artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,

(g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

3.3 The Employer may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:

(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,

(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

(c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing.

3.4 A bidder declared blacklisted and ineligible by the Employer shall be ineligible to bid for a contract during the period of time determined by the Employer in any project financed by GoI/Embassy of India.

3.5 The Contractor shall permit the GoI/Embassy of India to inspect the Contractor's accounts and records relating to the performance of the

	<p>Contractor and to have them audited by auditors appointed by the GoI/Embassy of India, if so required by the GoI/Embassy of India.</p>
4. Eligible Bidders	<p>4.1 The Bidder must be a Company registered or Individual/ Partnership Firm registered with appropriate authorities for the purpose in India/ Nepal. The Bidder shall submit proof of date of incorporation/registration along with the bid and other relevant documents in support of their eligibility. The bidder must be in existence for at least 7 (seven) years from the date of incorporation. All bidders must have all appropriate licenses in their own name of the partner, in case of a JV.</p> <p>A Bidder may be a natural person, private entity, or government - owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:</p> <ul style="list-style-type: none"> (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS. The qualification requirement of the parties to the JV shall be as specified in Section III Evaluation and Qualification Criteria, and (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 parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution. <p>4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub Contractors or suppliers for any part of the Contract including related services.</p> <p>4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> (a) they have controlling partners in common; or (b) they receive or have received any direct or indirect subsidy from any of them; or (c) they have the same legal representative for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired)

	<p>by the Employer as Engineer for the Contract.</p> <p>4.4 A firm that is under a declaration of ineligibility by the GoI/Embassy of India in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN or GoI.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p> <p>4.8 Firms shall be excluded in any of the cases, if</p> <p>(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.</p> <p>4.9 The bidder shall meet the eligibility criteria specified in section III (Evaluation and Qualification Criteria) of bid document.</p>
5. Eligible Materials, Equipment and Services	<p>5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p> <p>5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
B. Contents of Bidding Documents	
6. Sections of Bidding Document	<p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART I Bidding Procedures</p> <p>Section I Instructions to Bidders (ITB)</p> <p>Section II Bid Data Sheet (BDS)</p> <p>Section III Evaluation and Qualification Criteria (EQC)</p> <p>Section IV Bidding Forms (BDF)</p> <p>PART II Requirements</p> <p>Section V Works Requirements (WRQ)</p> <p>Section VI Bill of Quantities (BOQ)</p>
	<p>PART III Conditions of Contract and Contract Forms</p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms (COF)</p>

	<p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p> <p>6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
<p>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>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.</p> <p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p>
	<p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p> <p>7.6 Minutes of the pre-bid meeting, including the text of the questions</p>

	<p>raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p> <p>7.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing agenda.</p> <p>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.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2</p>
C. Preparation of Bids	
9. Cost of Bidding	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
10. Language of Bid	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid; (b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS; (c) Bid Security, in accordance with ITB 19; (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract; (g) Technical Proposal in accordance with ITB 16; (h) In the case of a bid submitted by a JV, the JV agreement, or letter of

	<p>intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and</p> <p>(i) Any other document required in the BDS.</p>
12. Letter of Bid and Schedules	<p>12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. 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.</p>
13. Alternative Bids	<p>13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> <p>13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.</p> <p>13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section V (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).</p>
14. Bid Prices and Discounts	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB</p>

	<p>12.1.</p> <p>14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all Contracts are submitted and opened at the same time.</p> <p>14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.</p> <p>14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract.</p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 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.</p>
15. Currency of Bid and Payment	<p>15.1 The currency of the bid and payment shall be in Indian or Nepalese Rupees.</p>
16. Documents Comprising the Technical Proposal	<p>16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p>
17. Documents Establishing the Qualifications of the Bidder	<p>17.1 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 information sheets included in Section IV (Bidding Forms).</p>
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the</p>

	extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
19. Bid Security	19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS.
	<p>19.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee from "A" class Nepalese commercial bank or any Nationalized Indian Bank or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>19.5 The bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1 and 39.1.</p> <p>19.6 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> (a) a Bidder requests for withdrawal or modification of its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2 (b) a bidder does not accept the correction of arithmetical errors pursuant to clause 31.1 ; (c) a bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1; (d) a bidder involves in fraud and corruption pursuant to clause 3.1; (e) the successful Bidder fails to: <ul style="list-style-type: none"> (i) furnish a performance security in accordance with ITB 38.1; or (ii) sign the Contract in accordance with ITB 39.1 <p>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 at the time of bidding,</p>

	<p>the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(b), If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>

D. Submission and Opening of Bids	
21. Sealing and Marking of Bids	<p>21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <ul style="list-style-type: none"> i. Bidders shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as Technical & financial proposal shall be sealed in two different envelopes and marked clearly “TECHNICAL PROPOSAL” and FINANCIAL PROPOSAL” “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single outer envelope. ii. The inner and outer envelopes shall: <ul style="list-style-type: none"> (aa) bear the name and address of the Bidder; (bb) be addressed to the Employer as provided in BDS 22.1; (cc) bear the specific identification of this bidding process indicated in BDS 1.1; and (dd) bear a warning not to open before the time and date for bid opening. iii. 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	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
23. Late Bids	<p>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.</p>
24. Withdrawal, and Modification of Bids	<p>24.1 A Bidder may withdraw, or modify its bid after it has been submitted. Procedures for withdrawal or modification of submitted bids are as follows:</p> <ul style="list-style-type: none"> a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be:

	<p>(aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and</p> <p>(bb) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.</p> <p>24.3 No bid may be withdrawn, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>
25. Bid Opening	<p>25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend.</p> <p>25.2 Thereafter, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p>
	<p>25.3 Only envelope containing “Technical Proposal” shall be opened at the bid opening time reading out: the name of the Bidder; including alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate.</p> <p>The “Financial Proposal” of only qualified bidders shall be opened later in the presence of bidders or their representative who wish to attend. Time, date and venue shall be informed to the qualified bidders. During the financial opening, bid price, discount offered and any alternative offer shall be read out. Only discounts and alternative offers shall be read out at bid opening shall be considered for evaluation.</p> <p>No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.</p> <p>25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers (during financial opening), and the presence or absence of a bid security. The Bidders` representatives who are present shall be requested to sign the</p>

	record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
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E. Evaluation and Comparison of Bids	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>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.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
27. Clarification of Bids	<p>27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 11.1 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>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.</p>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding 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. Determination of Responsiveness	<p>29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.</p> <p>29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.</p>

	<p>A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;</p> <p>or</p> <p>(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</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section V (Works Requirements) have been met without any material deviation, reservation or omission.</p>
	<p>29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>30. Nonconformities, Errors, and Omissions</p>	<p>30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid.</p> <p>30.2 Provided that a 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 bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).</p> <p>30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.</p> <p>30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.</p>
<p>31. Correction of Arithmetical Errors</p>	<p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p>

	<p>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p>
	<p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>
32. Evaluation of Bids	<p>32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>32.2 To evaluate a bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the bid price, excluding Value Added Tax , Provisional Sums, and the provision, if any, for contingencies in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) adjustment for nonconformities in accordance with ITB 30.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria); <p>32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>32.5 If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the</p>

	<p>Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, 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 as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>32.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.</p>
33. Comparison of Bids	33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.
34. Qualification of the Bidder	<p>34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F. Award of Contract	
36. Award Criteria	36.1 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.
37. Letter of Intent to Award the Contract/Notification of Award	37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected

	<p>bidder shall be given to all other bidders who submitted the bid.</p> <p>37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.</p>
38. Performance Security	<p>38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security from A class Nepalese Commercial Bank or any Nationalized Indian Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal. The Performance Security shall remain valid for a period of sixty (60) days beyond the date of the completion of all the contractual obligations of the Contractor under the contract and discharge after completion of work.</p> <p>38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 37.</p>
39. Signing of Contract	<p>39.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 38.1.</p> <p>39.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board. The Employer may make arrangements to post the notice into its website identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price</p> <p>39.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.</p>