



Government of Nepal
Ministry of Local Development
Office of District Development Committee
District Technical Office
Rural Access Improvement and Decentralization Project
Rasuwa, Dhunche

Invitation for Bids

First date of Publication: 066/06/07

Contract Identification Number: **01/ RAIDP/Dry-Rasuwa/2066/2067 (Package-A)**

IDA World Bank Grant Number: **H171-NEP**

IDA World Bank Grant Name: **RAIDP**

1. The Government of Nepal has received a grant from **IDA World Bank** towards the cost of **Rural Access Improvement and Decentralization Project** and intends to apply part of the funds to cover eligible payments under the Contract for **the Construction and Improvement of Road Works as mentioned below**. Bidding is open to all bidders from eligible source countries. [As defined in the Guidelines: Procurement under IBRD Loans and IDA Credits; May 2004]
2. The **Ministry of Local Development, office of District Development Committee, Rasuwa** acting on behalf of the Government of Nepal, invites sealed bids from eligible bidders for the construction and improvement of the road Works listed below.
3. Bidding documents may be **purchased at the Office of District Development Committee, Rasuwa, Dhunche**, Nepal on or before 17:00 hours of 066/07/08 for a non-refundable fee of NRs.3,000.00 (In words: Nepalese Rupees Three thousand only). Interested bidders may inspect the Bidding Documents and obtain further information at the same address.
4. Bids shall be valid for a period of 90 days after bid opening and must be accompanied by a Bid Security Amount for each Contract as mentioned below valid for 120 days period after the bid opening and shall be delivered to the **Office of District Development Committee, Rasuwa, Dhunche**, Nepal on or before 12:00 hours of 066/07/09. Bids will be opened immediately after the deadline for submission of Bids in the presence of the bidders who wish to attend.
5. The **pre bid meeting** will be held in the office of Project Coordinator, District Development Committee, Rasuwa, Dhunche, Nepal at **14.00 hours** on 066/06/26.

Details of Works

Name of Road	Package	Chainage	Contract No.	Description of Works	Estimated Amount (NRs) excluding VAT and Overhead	Bid Security Amount (NRs)
Kalikaasthan-Dhunge-Karmidanda-Banuwa Dry Season Road	A	Ch 0+000 to Ch 5+762	01/ RAIDP/Dry-Rasuwa/2066/2067 (Package-A)	Earth work for structural works, Dry walls, Gabion walls construction with drainage structures etc.	16,658,469.04	542,000.00

G. Bidding Data

Name of Road : Kalikasthan-Dhunge-Karmidanda-Banuwa Dry Season Road

Chainage : From Ch 0+000 to Ch 5+762

Contract No : 01/ RAIDP/Dry-Rasuwa/2066/067(Package-A)

Related Clause in Instructions to Bidders	Descriptions in such Clause
2.1	The Borrower is the Government of Nepal.
2.1	The <i>IDA World Bank</i> means International <i>Development Association</i> and grant refers to an <i>IDA</i> Grant, which, as of the date of issue of the bidding documents has been approved by the <i>IDA</i> .
2.1	The Project is: <i>Rural Access Improvement and Decentralization Project</i> . The Grant ID number is: <i>[HI71. NEP]</i> .
3.1	All eligible contractors.
3.2	The Employer is District Development Committee, District Technical Office, Rasuwa
4.3	<u>The information required from the bidders in Sub-Clause 4.3 is modified as follows:</u> "none"
4.4	<u>The qualification data required from the bidders in Sub-clause 4.4 are modified as follows:</u> "none"
4.5 (a)	The minimum required average annual volume of construction work for the bidder to be qualified for the Contract shall be as specified in the attached table captioned as Minimum Qualification Requirements.
4.5(b)	Successful experience as prime contractor in the construction of at least two road works of similar nature and the complexity equivalent to the works in the last five years as specified in the attached table captioned as Minimum Qualification Requirements. 70% completion condition as stated in ITB 4.5 (b) shall apply for ongoing contracts only.
4.5 (c)	The essential equipment to be made available for the contract by the Bidder shall be mentioned in Section 2, Sub-Clause 1.4. The list of minimum equipment required for execution of this contract is as specified in the attached table captioned as Minimum Qualification Requirements.
4.5 (d)	The personnel to be made available for the contract by the Bidder shall be as specified in the attached table captioned as Minimum Qualification Requirements.
4.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder in order to be qualified for the Contract shall be as specified in the attached table captioned as Minimum Qualification Requirements.
4.6	Max number of joint venture partner are <i>two</i> i.e. one lead partner and other one.
8.2	The number of copies of the Bid to be completed and returned shall be two.
9.1	The address of the Employer is Office of the District development Committee, Rasuwa District.
13.4	The Contract is not subject to price adjustment in accordance with Clause 47 of the Conditions of Contract
14.1	The Currency of the Employer's Country is Nepalese Rupees.
15.1	The period of the Bid validity shall be 90 days after the deadline for Bid submission specified in the Invitation for Bids.
15.3	The adjustment of Bid Price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for local costs of 10 Percent.
16.1	Security shall be e Bid Security Amount shall be as specified in the Details of Work Table included in or attached to I in or attached to Invitation for Bids.

Related Clause in Instructions to Bidders	Descriptions in such Clause
17.1	<u>Alternative proposals “will not” be permitted.</u>
19.2 (a)	The Employer's address for the purpose of Bid submission is: <i>Project Manager Rural Access Improvement and Decentralization Project Office of District Development Committee, District Technical Office, Rasuwa, Dhunche Nepal.</i>
19.2 (b)	Contract No:- 01/ RAIDP/Dry-Rasuwa/2066/067(Package-A) Chainage: From Ch 0+000 to Ch 5+762
19.2 (c)	12:00 hrs. on 066/07/09.
20.1	Bidder should submit the bidding document on or before 12 hrs of 066/07/09.
22.4	Valid for 120 days period after bid opening.
23.1	Immediately after the deadline for Bid submission time of 12 hrs of 066/07/09 at the office of District Development Committee, District Technical Office, Rasuwa, Dhunche
34	The Standard Form of Performance Security acceptable to the Employer shall be: <i>[a Bank Guarantee, using the Form provided as Annex B.]</i>
35	The Advance Payment pursuant to Clause 51 of the Conditions of Contract shall be limited to 10 percent of the Contract Price.
36.1	The adjudicator proposed by the Employer is as agreed by the parties or appointed by NEPCA by reference by either party. The hourly fee for this proposed Adjudicator shall be: NRs. 1,500.00[One Thousand five hundred Nepalese Rupees only].

Minimum Qualification Requirements

Name of Road: Kalikasthan-Dhunge-Karmidanda-Banuwa Dry Season Road

Chainage: From Ch 0+000 to Ch 5+762

Contract Number: 01/RAIDP/Dry-Rasuwa/2066/067(Package-A)

Clause No	Description	Qualification Requirements
4.5 (a)	Average Annual Turnover of best three years over the last five years.	NRs. 31,000,000.00 (Excluding VAT)
4.5 (b)	Experience as Prime Contractor in the projects of similar nature of Works in last five years.	Construction of two roads for earth works and structures of more than 6 Km or with contract value of more than NRs. 19,200,000.00 for each (excluding VAT) or construction of one road for earth work and structures of more than 12.0 Km or with contract value of more than NRs. 38,400,000.00 (excluding VAT)
4.5 (c)	Equipment Capabilities: <ol style="list-style-type: none"> 1. Pedestrian vibrating roller (1 Ton) 2. Plate Compactors 3. Excavator with rock breaker 4. Tippers/trucks 5. Tractor 6. Water tanker 7. Leveling Machine with accessories 	 1 No. 2 Nos. 1 No. 2 Nos. 2 Nos. 1 No. 1 No.
4.5 (d)	Requirement and Qualifications of Personnel: <ol style="list-style-type: none"> 1. Project Manager / Civil Engineer – Five years experience 2. Civil Sub Engineer – Three years experience 3. Supervisors (Preferably Civil Ass. Sub Engineer)– Two years experience 	 1 No. 1 No. 2 Nos.
4.5 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments.	NRs. 6,800,000.00
4.5 (f)	Litigation History	Over the last 5 years
4.5 (g)	Audited Balance Sheets	For the last five years

Section 4. Contract Data

Name of Road: Kalikasthan-Dhunge-Karmidanda-Banuwa Dry Season Road
Chainage: From Ch 0+000 to Ch 5+762
Contract Number: 01/RAIDP/Dry-Rasuwa/2066/067(Package-A)
The following documents are also part of the Contract:

Reference	Contract Clause
• Schedule of Other Contractors	8
• The Schedule of Key Personnel	9
The Borrower is the <u>Government of Nepal</u> .	1.1
The "IDA World Bank " means [International Development Association] and <u>Grant refers to IDA grant H171-NEP</u> .	1.1
The Employer is: Office of District Development Committee, Rasuwa , Nepal. Name of Authorized Representative: Local Development Officer, Rasuwa District.	1.1
<u>The Project Manager is :</u> DTO Chief District Technical Office, Rasuwa, Nepal. Name of Authorized Representative: Dry Season Road Consultant IDRS-Soil Test JV, Rasuwa for the purpose of daily supervision, quality control and certification of works and monitoring of the contract.	1.1
The name and identification number of the Contract is: 01/RAIDP/Dry-Rasuwa/2066/067(Package-A)	1.1
The Works consist of Earth work for structural works, Dry walls, Gabion walls construction with drainage structures, etc.	1.1
The Start Date shall be 15 days after the date of signing of the contract.	1.1
The contractor shall construct and install the works in accordance with the specifications and Drawings. For this purpose the contractor shall carryout the construction survey jointly with the Technician of the office within 21 days from the date of signing the contract.	16.1
The Intended Completion Date shall be 15 months from the date of signing of the contract in consideration of the nature of the work with the following milestone: Milestone 1: the contract section (Ch 0+000 to Ch 5+762) of the road is clear within 3 months of the contract period for the movement of the chain excavators and tractors. Milestone 2: Minimum 50 percent of the Works completed by first 10 months of the original contract period. Milestone 3: Intended Completion Date.	17,28
The following documents also form part of the Contract:	2.3
The Contractor shall submit a revised Program for the Works within [30] days of the delivery of the Letter of Acceptance (LoA).	27
The Site Possession Date shall be 15 days after the contract agreement Date and earlier than the start date.	21
The Site is located at Trishuli-Dhunche Road, starting from Ch 0+000 (Kalikasthan Bazaar of Dhaibung VDC) and ends at Ch. 5+762 (Manigaun of Laharepauwa VDC). Contract No:- 01/RAIDP/Dry-Rasuwa/2066/067(Package-A) and drawings Nos. [.....]	1
The Contractor shall, at his own cost, provide laboratory facilities at work site to conduct the tests Viz. Gradation, Maximum dry density, Atterberg Limits, Moisture Content, Deleterious Material Tests and Plasticity Index, at the interval and frequency as specified in the Specifications and the Technical Guidelines for Planning, Design & Construction of Rural Road, for assurance of the quality of the works.	34
The Defects Liability Period is: 180 days	35
The minimum insurance covers shall be: •The maximum deductible for insurance of Works is <u>1% of the contract value subject to max Nrs. 100,000</u> •The minimum cover for insurance of the Works is: <u>100 % of the value of the works as per the Contract Price</u> •The minimum for insurance of other property is <u>NRs. 300, 000</u>	13

Reference	Contract Clause
<ul style="list-style-type: none"> •The minimum cover for personal injury or death insurance: (a)for the Contractor's employees is: <u>NRs. 200,000</u> and (b) for other people is: <u>NRs. 200,000</u> 	
The following events shall also be Compensation Events: None	44
The period between Program update is [<u>30</u>] days.	27
The amount to be withheld for late submission of an updated Program is: <u>NRs. 100, 000</u>	27
The language of the Contract document is: <u>English.</u>	3
The law that applies to the Contract is the law of <u>Nepal.</u>	3
Institution whose arbitration procedures shall be used: <u>NEPCA.</u>	25
Fees and types of reimbursable expenses to be paid to the Adjudicator: NRs 1, 500.00 per hour and the reimbursable expenses travel, MTV etc will be paid as per actual upon submission of receipts.	25
Appointing Authority for the Adjudicator : <u>NEPCA</u>	25
Arbitration will take place in accordance with <u>the Nepal Arbitration Act 2056.</u>	25
All taxes shall be included in the price excluding VAT. VAT shall be billed separately.	45
The currency of the Employer's country is the <u>Nepalese Rupees (NRs.).</u>	46
The Contract "is not" subject to price adjustment in accordance with Clause 47 of the Conditions of Contract, and the following information regarding coefficients 'does not" apply: NA	47
The proportion of payments retained is Five percent.	48
The liquidated damages for the whole of the Works are <u>0.05 percent</u> of final Contract Price per day and that for the Milestone are as under; Milestone 1: 0.0075% of contract price per day. Milestone 2: 0.025% of contract price per day. Milestone 3: 0.05% of contract price per day. Liquidated damage for Milestone 1 will be levied within Milestone 2, and then Liquidated damage for Milestone 2 will be levied within Milestone 3, so on and so forth. No two liquidated damage will be applicable at one time and liquidated damage shall be applicable until works in the preceding milestone is completed.	49
The maximum amount of liquidated damages for the whole of the Works is <u>10</u> percent of the final Contract Price.	49
The Bonus for the whole of Works is <u>0</u> percent of final Contract price per day. The maximum amount of bonus for the whole of the Works is 0 percent of the final Contract Price.	50
The Advance Payment shall not be more than <u>10.0 percent of the Contract Price.</u> 50% of the advance will be paid after signing of the contract and remaining 50 % of the advance will be paid after full mobilization of the contractor, including purchase of insurance and establishment of material test laboratory as specified in the Contract Data, satisfactory to the Project Manager. These advance payments shall be paid to the contractor within 30 days after submission of a bank guarantee in the currency specified in the contractor's bid.	51
The Advance Payment will be repaid as follows: Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 20% of the respective monthly Interim Payment Certificate. Advance Payment shall be fully recovered before 90% lapse of the contract period.	51
The Performance Security shall be for the following minimum amounts equivalent, as a percentage of the Contract Price : (a) Bank Guarantee <u>5 percent</u>	52
The standard form(s) of Performance Security acceptable to the Employer shall be of the type presented in Section 8 of the Bidding Documents.	52
The amount to be withheld for failing to produce "as built" drawings by the date required is <u>NRs. 50,000.00</u>	58
The percentage to apply to the value of the Works not completed, representing the Employer's additional cost for completing the Works, is [<u>Twenty Five percent</u>]	60

