**BIDDING DOCUMENT**

**Procurement of Geo-Technical Investigation works**

**for**

**Research Laboratory Building, Anandaban Hospital**

**at**

**Godawari Municipality-6,Lele-Lalitapur, Nepal**

**National Competitive Bidding (NCB)**

 *TLMN/NCB**/078/79-01*

Owner: ***The Leprosy Mission Nepal, Anandaban Hospital***

*Invitation for Bids Contract No.: TLMN/NCB/078/79-01*

*Bidder:...........................................................*

*Issued on: 18th Nov, 2021*

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**Section 1 - Invitation of bids:**

**INVITATION OF BIDS**

**The Leprosy Mission - Nepal**

**Anandban Hospital, Godawari-6, Lalitpur, Lele**

**(First date of publication: 18th Nov, 2021)**

1. TLM- Nepal, Anandban Leprosy Hospital, an NGO serving for Leprosy affected people with disabilities, poor and marginalized people invites the tenders from eligible vendors, bidders for Geotechnical investigation works to construct new international level research laboratory and intends to apply part of the funds to cover eligible payments under the Contract for Works Listed below. Bidding is open to all eligible Nepalese Bidders.
2. TLM- Nepal invites sealed bids with LAHA CHHAP from eligible bidders for the works as shown in table below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN.** | **Contract No** | **Description and Location of work** | **Bid Security (NRs.)** | **Qualification****(Requirement)** | **Fee for Bid Document (NRs.)** |
| 1 | **TLM/NCB /078/79-01** | **Geo-technical Investigation works for Laboratory Building, Anandaban hospital, Lele** | **N/A** | **As specified in Bid document.** | **N/A** |

1. Interested bidders may download bid form through the link **www.tlmnepal.org/bidding** or request through the link **procurement@tlmnepal.org**
2. Bids should be submitted in close sealed envelope with affixing LAHA CHHAP by clearly mentioning Contract number, name of bidder's firm and it's address before 4 pm of 25th November 2021 to the following Address.

The Leprosy Mission Nepal

Administration Department of Country Office, Tutepani, Satdobato, Lalitpur 015050931, 015151921

 or,

Administration department of Anandaban Hospital

Godawari-6, Lalitpur, 01-6218398, 9849645392, 9860562412

Bids received after this deadline will be rejected.

1. Eligible Bidders(No JV and no sub contracting) required submitting a written application, completing bidding document along with the copy of company/firm registration certificate, VAT and PAN registration, tax clearance certificate and all documents mentioned on this bidding document.

**Other Information of Bidding**:

1. Pre-bid meeting shall be held at Anandaban Hospital, Lele, Lalitpur, N/A
2. Bids will be opened in 26th Nov at 10 am in Anandaban Hospital.
3. Bidder shall quote the item rates in the BOQ’s exclusive of VAT in Nepalese currency. All other every type taxes, levies, transportation, overhead, profit, accessories, additional work, process for completion of item of work of BOQ which may be applicable should be included in the quoted rates. In case of discrepancies in amount and rate, the rates shall govern.
4. **Bidders are advised to visit sites in Anandaban Hospital and assess the actual site conditions before submitting their bids.**
5. **The Client (TLM Nepal) reserves the right to accept or reject, wholly or partly any or all the bids without assigning any reason, whatsoever (if it deems it in the best interest of the project and client).**
6. Any statement in this document that contains the word "will", "must" or "shall" means the intent of statement is mandatory.
7. Any matters other than mentioned in Bid documents will be in accordance with the TLMN policy, its procurement policy and any remaining will be governed by PPA, PPR and law of Nepal.

**The Executive Director**

Section 2 - Instruction to Bidders and Bid Data Sheet

This Section consists of two parts: “Instructions to Bidders” and “Data Sheet”. “Instructions to Bidders” contains provisions for bidders that should be used without modification. “Data Sheet” contains short information of ITB. This section contains information about bidding documents, preparation of bid, submission, openings ,evaluation of bid and awrd"

A. General Provisions

|  |  |
| --- | --- |
| **1.Introduction** | The Client intends to select bid from those received through this competitive bid, in accordance with the method of selection specified in the Bid Data Sheet. Bid will be selected in Quality and cost based approach. The State (Client/employer) reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the TLMN. |
| **2.Corrupt and Fraudulent Practice** | Client 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. The Employer may blacklist a Bidder if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder’s qualification information, 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, a GoN/DP-financed contract and if the Successful Bidder fails to sign the Contract. |
| **3.Eligible Bidders** | Bidders should submit registration certificate, VAT and PAN registration, tax clearance certificate, and should meet eligibility criteria mentioned on section 5. JV and sub- contracting works to other firms/companies is not permitted. Bidders shall have no any conflict of interest which if found lead to disqualification. |

B. Content of Bidding Document

|  |  |
| --- | --- |
| 4.Section of Bidding documents | The bidding document consist of Section 1- 5 which is invitation of bids, instruction to bidders and bid data sheet, scope of work, conditions of Contract, all forms for bid submission and application form. Technical bid(proposal) and financial bid( proposal) should be carefully filled up. |
| 5.Clarification of Bidding document | For **clarification purposes** only, the Employer’s address is:The Leprosy Mission NepalAdministration Department of Country Office, Tutepani, Satdobato, Lalitpur 015050931, 015151921 or,Administration department of Anandaban HospitalGodawari-6, Lalitpur, 01-6218398 |

C. Preparation of Bids

|  |  |
| --- | --- |
| **6.General** | In preparing bids, bidder is advised to examine all the section of this invitation of bid. |
| **7.Cost of bidding** | This CB does not commit the client to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services. 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. |
| **8.Site visit, Pre-bid meeting** | The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense and Bidders will be responsible themselves for all their liabilities.Pre-bid meeting will not be held. |
| **9.Language of Bid** | 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. |
| **10.Documents comprising the bid** | Eligibility form, Technical proposal, Financial proposal and all documents provided in section 5 along with the all section(1-5) |
| 11.Documents comprising technical proposal | The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 5 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time. |
| **12.Documents comprising financial proposal**  | 1. Bidder should read scope of work carefully, quantity may vary as per section-3 scope of work but the unit rate will not have any adjustment for variation in quantity, fill BOQ including the priced Bill of Quantities for Unit Rate Contracts items and Schedule of Prices for lump sum contracts items. Unit rate will govern for any mistakes in amount. Bidder shall quote the item rates in the BOQ’s exclusive of VAT in Nepalese currency. All other every type taxes, levies, transportation, overhead, profit, accessories, additional work, process for completion of item of work of BOQ which may be applicable should be included in the quoted rates.
 |
| **13. Documents comprising eligibility** | Eligibility documents to be filled up and to be provided are mentioned on section 5.  |
| **14. Only one bid** | Bidder can submit and participate in only one bid. If bidder is participating from other companies/firms too for the same bid, those all the bid will be rejected. |
| **15. Validity of Proposal** | Proposal is valid for 1 year even after work completion without any rate adjustment. |
| **16.Price adjustment** | There is no any provision of price adjustment, price are firm. Quantities stated in BOQ are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. TLMN may order more or less than the estimated quantity depends upon the site condition and necessity. Quantity of work is mentioned on BOQ but is governed by Scope of work of section 3. Unit rate will be constant. |
| **17. JV and Sub contracting/consulting** | JV and sub contracting of the contract work is not allowed. The selected bidder shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Agency Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the Agency Procurement Official has given written consent to the delegation only in unavoidable situation as described by TLMN policy. |

D. Submission, Opening, Evaluation of Bids and Award of Contract

|  |  |
| --- | --- |
| **18. Submission, Sealing, and Marking of bids** | 1. Bidders ***shall*** have only one option of submitting their bids physically as mentioned on notice. Each page should be signed and affix with the office seal. Unsigned or unprinted name bids will be disqualified. The person signing or name printed the bid should show title or authority to bind his firm in a contract. Bids should be submitted in close sealed envelope with affixing LAHA CHHAP by clearly mentioning Contract number, name of bidder's firm and it's address before 4 pm of 25th November 2021 to the following Address.

The Leprosy Mission NepalAdministration Department of Country Office, Tutepani, Satdobato, Lalitpur 015050931, 015151921 or,Administration department of Anandaban HospitalGodawari-6, Lalitpur, 01-6218398Bids received after this deadline will be rejected.  |
| **19. Bid Openings** | The bid opening procedures shall be: ***as following:**** The bids must be readable. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.
* Bid will be opened at 10 am 26th Nov 2021 in Anandaban Hospital including the presence of Client's construction Committee. After opening of bids files, all files shall be recorded at the time of bid opening with a minute including client's construction committee.

If necessity of more clarification/ verification purpose is observed by client, the Client may request the Bidder to submit more supporting documents/ clarifications.In case, if the Bidder can not substantiate or provide evidence to prove the information provided in bid through documents/ clarifications, the bid shall not be considered |
| **20. Evaluation** | Quality and cost based approach will be used for evaluation and comparison of bid. Technical evaluation and Financial evaluation will be done. 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. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted.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.Evaluation of bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to meet the bid work requirements regarding work schedule, person to be allocated/fielded, equipment schedule/allocated, experience, company profile and contract commitments |
| **21. Contract Award Criteria** | The Employer shall award the Contract to the Bidder which is determined to be qualified to perform the Contract most satisfactorily as per the score of evaluation for technical and financial proposal  |
| **22. Letter of Intent to Award the Contract** | The Employer shall notify the concerned Bidder whose bid has been selected in within three days (expected) of the minute of selection of the bid, in writing that the Employer has intention to accept its bid. |
| **23. Signing of Contract** | The Employer and the successful Bidder shall sign the Contract Agreement within 5 days of receipt of letter of acceptance from employer. If the successful bidder fails to sign then the Client will invite the next bidder whose proposal received the next highest score to negotiate if necessary is felt by client and sign a contract. |
| Goods or services shall be procured from the alternative bidders (identified from the annual competitive bidding process) in the following conditions:a. If the selected bidder fail to deliver the prescribed goods or service in the prescribed timeframe b. If fail to deliver the prescribed quality of services and such services shall be cancelled and immediately the Purchase Order shall be issued to the second alternative bidder.c. If it is found that the regulatory requirement has not been fulfilled and government has suspended the business.d. If there is real or apparent conflict of interest with the staffs of the TLM Nepal involve in the procurement process Provided prior notification shall be provided along with reason on cancellation of the already issued order. |
| **24. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids** | 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. |

**Bid Data Sheet**

|  |  |
| --- | --- |
| **ITB Ref.** | **General** |
| **ITB 1.**  | Name of Client: **The Leprosy Mission Nepal**Name of Project : **Geo-technical Investigation works for Laboratory Building, Anandaban hospital**Method of Selection : **Quality and Cost based method(Eligibility, technical and financial evaluation**) |
| **ITB 3.**  | Eligible countries for bidding : Nepalese |
| **ITB 8.** | Site visit are advised for all bidders. There will be no pre- bid meeting |
| **ITB 10.** | Documents for submitting bid are eligibility form, technical proposal, financial proposal and all documents provided in section 5 along with all section(1-5)No. of copies to be submitted : 1 copy |
| **ITB 15.** | Proposal validity period : 1 year |
| **ITB 16.** | There will be no price adjustment. Rate is constant up to proposal validity period. |
| **ITB 17.** | JV and Sub contracting/consulting the work is not allowed |
| **ITB 18.** | Bid submission: physically before 4 pm of 25th November 2021 to the following address.The Leprosy Mission NepalAdministration Department of Country Office, Tutepani, Satdobato, Lalitpur 015050931, 015151921 or,Administration department of Anandaban HospitalGodawari-6, lele, Lalitpur, 01-6218398Bids received after this deadline will be rejected.  |
| **ITB 19.** | Bid opening: 10 am 26th Nov 2021 at Anandaban Hospital, Lele |
| **ITB 23.** | Expected date of contract award, agreement, minute and letter to start work: within Dec 5 2021(expexcted).Work Completion period : 1.5 months |

Section 3 - Scope of Work (SOW)

The Scope of Works for Geo Technical Investigations works of The Leprosy Mission- Nepal, Anandaban Hospital for Proposed site of Laboratory Building

The investigation for the below mentioned scope of work shall be carried out in accordance with relevant best standard code of practice. Safety rules should be followed as per best code of practice for all item of work. For the purpose, if not mentioned in scope of work, relevant IS code, British standard of ASTM shall be adopted. The tests and field work and analysis shall be according to those codes and as per requirement of client. The consulting service is to conduct Geotechnical Soil Investigation and prepare Soil test report of both sites mentioned in map.

***Instruction to Bidder:***

The contractor required to consult with Lead designer Consultant Article-25 (UK) and Ramboll Consultant (UK) through TLMN project Manager. The contractor should work in close coordination with Client.

1. **No. of Boreholes:**

Seven Number of Boreholes is planned to do but it quantity may vary and depends on site condition. The indicative slope stability check, liquefaction check and other regular information obtained from site of progressive boreholes should be provided by contractor.

1. **Site information required:**

Consultant and Client expect regular information of borehole logs with some borehole work progress at least as mentioned in following points but not limited to it.

1) Records that determine what type of material they are collecting at regular depth intervals.

2) Records of change in strata

3) Records of the Standard Penetration Test (SPT) blow count numbers

4) Water strikes and groundwater levels.

***The scope of works for Geo-technical Investigating are following but not limited to:***

1. **Ground/Field Investigation: Cable Percussive for clay with Rotary Core drilling for rock**
2. **Bore holes**: 7 numbers of boreholes to 30 meter depth each
3. **Trail Pits**: 3 numbers of trail pits to 3 meter depth each
4. **Undisturbed Samples**: 100 mm diameter (minimum) undisturbed soil samples at every 1.5 meter up to depth of 30 meter depth.
5. **Disturbed Samples**: Disturbed samples collected from range of entire bore hole.
6. **Ground water monitoring**: Standard code of practice.
7. **Rotary core samples :** at 1.5m intervals in rock
8. **On site testing:**
9. **SPT testing**: Testing will be carry out at 1.0 m intervals to depth 10 m and 1.5 m below 10 m
10. **Pocket Penetrometer Testing**: Testing will be carrying out at different levels of the trail pit including lowest possible level of trail pits. i.e 1m, 2m and 3m depth.
11. **Lab Testing(As outlined in spec of BOQ sheet):**
12. Natural Moisture Content
13. Atterberg Limits
14. Chemical Testing for Ground Aggressivity:
15. Sulphate content of water extracted from soil
16. PH value of ground and ground water
17. Particle Size Distribution
18. Bulk and Dry Densities
19. Unified Compressive strength Test(Rock) - Please clarify if contractor is able to do this type of testing
20. Point Load Test(Rock) - Please clarify if contractor is able to do this type of testing
21. Safe Bearing Capacity
22. Liquefaction
23. Tri-axial Testing
24. Shear Box Testing
25. **Report: Reporting including all scope of work, specifications, interpretation of angle of friction, undrained shear strength and all test to determine engineering properties, work items as mentioned in BOQ for both the site. In BOQ for both report of site, its mentioned as Lump sum(LS) 1.**

**General Specifications for scope of work are mentioned below but not limited to:**

1. General:-

The investigation will involve excavating boreholes with sampling and testing. Ground conditions are to be investigated at the site. The Consultant shall provide services of experienced technical manpower for the work. All equipment & tools proposed for the work shall be made available by the Consultant.

2. Location of Bore hole:-

The Consultant shall prepare a schematic layout plan for the precise field-testing points. Bore holes may vary according to site condition revealed during investigation. Boreholes shall be backfilled. Each bore hole shall be located in reference with the permanent benchmark set out at the site. The minimum depth of the borehole shall be achieved based on the lowest part of the site.

3. Standard Procedures

The investigation shall be carried out in accordance with relevant standard code of practice. For the purpose relevant IS code, British standard of ASTM shall be adopted. The tests and field work and analysis shall be according to those codes.

4. Boring

The method of boring should be such that: (a) Soil disturbance at the bottom of bore holes is minimum. (b) Water level difference inside and outside of the boreholes is not created. The method of boring should be percussion/rotary drilling or any suitable drilling method according to the field conditions and direction of project manager of client. The method adopted shall not cause nuisance to the neighborhood. The method adopted for boring shall be according to IS 1892-1979. Boring of pits at site should be done in Project manager of Client or in presence of construction committee members. Ground water table shall be observed and noted every morning and evening during the investigation period. The anticipated borehole depth below ground level should be as specified. The boring size shall not be less than 100 mm diameter. The hole shall be togged at site by a competent engineer. It shall be available to the Engineer at any time of request.

5. Method of Sampling in Boreholes

Undisturbed samples shall be taken with Shell by tubes of diameter not less than 100 mm having an area ratio of less than 10%. Undisturbed soil samples shall be collected from regular interval in case of Uniform soil formation. Additional undisturbed sample shall be collected at every change of formation. Collected sample shall be sealed and transported carefully. Disturbed samples may be taken by any method approved by the Engineer and must be stored in air tight double plastic bags. Collection of sample shall be according to IS: 1892-1979

6. Drilling, sampling and Field Testing

* Drilling

Percussion/Rotary Drilling or any suitable drilling method shall be used to develop the bore hole and take samples from the subsurface layers. The drilling work must be supervised by a full time well known Geo-technical Engineer.

* Standard Penetration Test

Standard Penetration Test (SPT) shall be conducted in a bore hole using a standard splitspoon sampler. When the bore hole has been drilled to the desired depth, the drilling tools are removed and the sampler is lowered to the bottom of the hole. The sampler shall be driven into the soil by a drop hammer of 63.5 kg mass falling through a height of 750mm at the rate of 30 blows per minute (IS:2131-1963). The number of hammer blows required to drive 150mm of the sample shall be counted. The sampler shall be further driven by 150mm and the no. of blows recorded. The no. of blows recorded for the first 150mm shall be disregarded. The no. of blows recorded for the last two 150mm intervals shall be added to give the standard penetration number (N). In other words, the standard penetration number is equal to the number of blows required for 300mm of penetration beyond a seating drive of 150mm. If the no. of blows for 150mmdrive exceeds 50, it shall be taken as refusal and the test shall be discontinued. The necessary corrections to standard penetration number shall be done as per is Code.

* Dynamic cone penetration test

Dynamic cone penetration test shall be performed either by using a 50 mm cone without bentonite slurry or by using 65 mm cone with bentonite slurry (IS : 4968-partI and II-1976). The driving energy shall be given by a 65 kg-hammer falling through a height of 750m. The number of blows for every 100 mm penetration shall be recorded. The number of blows required for 300 mm penetration shall be taken as the dyanamic cone resistance ( Ncbr). If the skin friction is to be eliminated, the test shall be conducted in a cased bore hole. When a 65 mm cone with bentonite slurry is used, the set-up shall have arrangements for circulating slurry so that friction on the driving rod is eliminated. The dyanamic cone resistance (Ncbr) shall be correlated with SPT number N using approximate relations as per IS code.

 (Note: The procedure of SPT and DCPT explained above are as per Indian Standard Code. Other relevant standard methods as per ASTM, BS, can be followed.)

 The general sequence of sampling shall be to obtain test samples at 1.5 m interval or as per the requirement or at every significant change of strata. Undisturbed sample shall be collected at specified depth, as fast it is possible. Undisturbed samples shall be collected with the help of thin wall sampling tubes for further tests, such as:

➢ Direct Shear Test

➢ Consolidation Test

 ➢ Unconfined Compression Test

The sampling tube shall be kept on a heatproof and shockproof box and shall be transported to the lab at the same day. Before sampling operation the bottom of the hole shall be cleaned avoiding the possible disturbances. The material from the cutting edge of the sampler or from the split spoon tube shall be considered as disturbed sample. Disturbed samples collected from the boreholes shall suitably packed so as to get in natural condition suitably numbered and indicating job number, borehole number sample number, date of sampling, soil description, depth of sample etc. and sent to their laboratory for the following tests:

➢ Grain size Analysis

➢ Hydrometer Analysis

➢ Natural Moisture Content

➢ Moist & Dry Density

➢ Atterberg's Limit Test

➢ Direct Shear Test

➢ Specific Gravity Test During drilling, ground water table shall be measured at the start and after 24 hrs at the end of drilling. A permanent water level shall be observed if available, which can be a deciding factor for various analyses.

* Soil testing

Conduct field and laboratory test for samples collected in the field as per the standard relevant code. After that it shall be analyzed to measure and appraise the engineering properties of the soil. The testing program shall also mention the geotechnical evaluations to develop recommendations for the structures at the site.

* Test Result

The test results shall be presented as per the suggestion of the clients. The results of both lab and field tests shall be analyzed for recommendation of type of foundation. All design parameters shall be provided by the consultant along with the recommendations of foundation type, allowable bearing capacity, settlement criteria and other. In each borehole log, the Consultant shall present all the information about; stratification, soil type, field test data, water table condition and other.

* Laboratory Investigation

Laboratory investigation on disturbed and undisturbed samples shall include but not limited to the following samples. The tests shall be according to the applicability to the type of sample.

✓ Sieve Analysis /Grain size distribution

 ✓ Hydrometer Analysis

✓ Natural moisture content

 ✓ Consistency limits

✓ Consolidation tests

✓ Shear strength test: Direct Shear Test

 ✓ Unconfined Compression Test

✓ Moist & Dry Density

✓ Atterberg's Limit Test

✓ Specific Gravity Test

The laboratory test methods shall be according to IS: 2720 wherever applicable. Other standard testing procedures such as BS and ASTM could also be allowed. If required by the field conditions, the Consultant shall conduct other necessary tests. Similarly the frequency and types of such tests shall be determined as per field conditions. The cost of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.

* Analysis of Data

The field and lab data shall be analyzed by a competent geo-technical Engineer/Engineering geologist. The borehole logs shall be logged and verified. The samples shall be properly classified according to Unified Soil Classification system or suitable Soil Classification System. The engineering parameters shall be established. Shear strength and settlement parameters shall be assessed. Safe bearing capacity and net bearing capacity shall be calculated according to IS: 6403- 1981 and IS: 8009-1976. Other codes such as USBR manuals may also be adopted. Allowable bearing capacity at the proposed site shall be proposed. Based upon the above-mentioned studies and investigations the consultants(bidders) shall make the best use of their technical knowledge and professional skill to recommend the safe bearing capacity and suitable type of foundation.

 6. Submission and Procedure for Final Report and Presentation of work:-

* Site investigation Report:-
* Draft soil investigation report:-

This complete set of report should contain at least the following headings but not limited to:

➢ Introduction giving scope of investigation

➢ Field investigation

o Description of field investigations.

o Data of field investigations (incl. log of boreholes with diagrams and data of in-situ test).

 o Details of ground water observation.

➢ Laboratory investigations

 o List of routine laboratory tests conducted (grain size, Atterberg’s limits, unconfined results of laboratory in standard format). This may be presented as appendix.

o List of special tests conducted. Compression, tri-axial test, consolidation test etc.

➢ Discussion of subsoil conditions.

This is the heart of the report and should be clear and concise. This is reported should contains following but not limited to:

 o Description of soil conditions as evaluated from all field and laboratory results.

o Analysis and discussion of field and laboratory tests.

o Design criteria like allowable settlements to be used.

o Calculations for determining safe bearing capacity

 o Recommendations on choice of type of foundation, allowable bearing pressures, slope stability, ground improvement methods, etc.

 o Recommendation of soil parameter for structural design.

o Recommendations for safety measures to be taken during construction such as excavation.

➢ Conclusions and final recommendations. This part of the report shall give definite recommendations based on the field and laboratory results.

* Final Report

The consultant(bidder) shall submit final report considering the comments/suggestions provided by Client, Project Manager and make corrections or amendments if required. International consultant of Client may also discuss upon the technical content of the report and may suggest some changes if thought necessary. The final report shall be submitted hard and soft copies including all items of BOQ.

 **Maps/drawings:-**



**Section 4 -Conditions of Contract and Contract forms**

**General Condition of Contract**

|  |  |
| --- | --- |
| **1.Contract Documents** | 1. The documents forming the Contract between client and successful bidder shall consist the followings:* 1. Contract Agreement,
	2. Letter of Acceptance,
	3. Bidders’s Bid documents,
	4. Special Conditions of Contract,
	5. General Conditions of Contract,
	6. Scope of work,
	7. Drawings,
	8. Bill of Quantities (or Schedules of Prices for lump sum items),
	9. Other documents like meeting minute forming as part of the Contract.
 |
| **2.**  **Language** | This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| **3. Communication** | Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 2. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.  |
| **4.Authorised representative** | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the successful bidder may be taken or executed by the officials specified in the SCC. |
| **5.Corrupt and Fraudulent Practice** | a. Successful bidder under contract to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, for the purposes of this provision, the terms set forth below as follows: (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii)“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (iv)“obstructive practice” means: (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP 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 (b) Acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rightsb. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question; c. will cancel the selected bidder’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract; d. will blacklist a selected bidder for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and e. Will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client. |
| **6. Work Completion time period/Contract period** | Work Completion time is 1.5 months from date of letter of client or minute with consultant to start work. Letter of client to start work will be provided on agreement date to start from agreement date which shall be within one week after day of opening bid. |
| **7. Effectiveness of Contract** | This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice/minute with Consultant instructing the Consultant to begin carrying out the Services which shall be provided on agreement day means the agreement date and contract effectiveness date shall be same. |
| **8. Project Manager's decision** | Except where otherwise specifically stated, the Project Manager shall decide contractual matters, work matters between the Employer and the selected bidder (consultant) in the role representing the Employer. Selected Bidder should consult everything and approval at first hand through Project Manager. Project manager will consult with client and other parties if necessary for further process and approval as per TLMN policy. |
| **9. Commencement of Services** | . The successful bidder shall confirm availability of confirmed Key Experts, equipments, all resources and begin carrying out the Services not later than the number of days(3) after the Effective Date specified in the SCC. |
| 9. **Termination of Contract** | The Employer may terminate the Contract at any time if the successful bidder(consultant):1. does not commence the work as per the Contract,
2. Didn't make availability of experts, equipments, resources and services as per bid
3. abandons the work without completing,
4. fails to achieve progress as per the Contract.
5. don't assure TLMN norms, finance and procurement policy

Successful bidder may terminate contract if the client is unable to pay as per the contract agreement and as per mentioned on bid and f the Client fails to comply with any final decision reached as a result of arbitration |
| **10. Dispute Settlement** | a. The Employer and the Successful bidder shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.b. Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (15) days after receipt by one Party of the other Party‘s request for such amicable settlement may be referred to Arbitration within 15 days after the expiration of amicable settlement period. |
| **11.Liability and Insurance** | a. The successful bidder(s) shall at all times observe and comply with TLMN procurement manual, financial manual, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or anyone of the successful bidder. Moreover, this is the clause which overrides all clauses and condition mentioned anywhere.b. Successful bidder should take care of equipments, manpower, work, safety themselves. Insurance of equipment, manpower, damage or loss of property, Professional liability insurance, death and injury insurance due to work of successful bidder should be done by successful awarded bidder on their own cost.TLMN will do supervision of work and materials but will not have any type of liabilities and responsibilities on successful bidder's work, equipment and plant, in case of theft or damage, injuries and death. |
| **12. Safety, safeguarding policy** | . Safety, security and safeguarding policy of TLMN should be strictly followed by successful bidder on their own cost |
| **13. Record Retention** | The Successful bidder shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting. Financial and accounting records shall be made available, upon request, to the TLMNs’ designee(s) at any time during the contract period and any extension thereof, and for two (2) years from expiration date and final payment on the contract or extension thereof. |
| **14. Key experts, tools, equipment, plant, materials, all resources** | Key experts, tools, equipment, plant, materials, all resources mentioned to be allocated to this project should be only for this project until project completion. Additional if any necessary for need of project should be available to site if a written notice is given by project manager to successful bidder during implementation of work without additional liabilities to client. |
| **15. Sub- contracting** | Work can't be sub contracted to another consultant or company or sub contractor or sub consultant. No permission and it's not allowed for sub contracting.  |
| **16.Guarantees, Bond** | No bid bond, performance bond is expected to start the work fast. No bid security amount but the eligibility condition and blacklisting condition govern, No performance bond but the successful bidder will be done payment only for approved final report, no payment if successful bidder left the work without final report approval. Successful bidder would be responsible and provide guarantee of their test, result, report and should provide information/coordination if necessary up to next 1 year during design period without additional financial liabilities to client. |
| **17. Payment** | Payment to successful bidder will be done as per stated in SCC. |
| **18. Advance payment** | Advance payment is not desired to provide but if asked is provided 15% only if the advance guarantee of equivalent amount is provided. Advance payment of 15% of contract amount is given by client no later than 1 week after the advance guarantee is provided but this advance guarantee should not have any effect and relation on start of work. Advance guarantee should be used on this project only and should provide proof. |
| **19. BOQ qty, rate, rate adjustment** | No rate/price adjustment. Rate is firm for contract period, contract extension period if applicable and valid for 1 year as per the proposal validity period. Quantity of item of work may vary with site condition and as per scope of work. Every type taxes, levies, transportation, overhead, profit, accessories, additional work too if needed for completion of item of work of BOQ which may be applicable should be included in the quoted rates excluding 13% VAT and is understood so wise. |
| **Completion time extension** | Contract time will be extended in an unavoidable case as per TLMN procurement policy or the delay cause by client or for additional work beyond the scope of work and BOQ. |
| **21. Liquidated damages** | The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant’s liabilities |
| **22. Blacklisting** | Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant. a) if it is proved that the successful bidder is involved in corrupt and fraudulent practice b) if the successful bidder fails to sign an agreement c) if it is proved later that the bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract, d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment. e) if it is proved that the contract agreement signed by the successful was based on false or misrepresentation of consultant’s qualification information, A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency. |
| **23. Fairness and good faith** | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract |

**Special Condition of Contract**

(Amendments of, and Supplements to, Clauses in the General Conditions of Contract)

|  |  |
| --- | --- |
| **GCC 1.** | The Name and addresses of Client is: **The Leprosy Mission Nepal, Tutepani, Satdobato, Lalitpur 015050931, 015151921****Site: Anandaban Hospital, Godawari-6, Lalitpur, 01-6218398** |
| **GCC 4.** | The Authorized Representatives for the Client is executive director of TLMN: Mr. Shovakhar Kandel, Country Director. TLMN |
| **GCC 6.** | Project Duration: The time period of the Contract /project shall be of 1.5 months (45 Calendar days) shall be effective from Dec 5 2021(tentative). |
| **GCC 8.** | Project Manager mentioned is: Er. Bigyan Khanal |
| **GCC 9.**  | Work commencement date in site is within 3 days of sign of contract agreement/ letter of client to start work. |
| **GCC 11.** | Towards defect liability, successful bidder(consultant), should be fully responsible of their work for verification and approval through any authorities. If failed, any modification, works will be done by consultant free of cost. Consultant should provide communication, information if necessary during design period. |
| **GCC 17.**  | Payment of consultant will be done only after submission of hard and soft copy of final report and accepted by client. Payment will be done within one week by client after acceptance and approval of final report. |
| **GCC 19.** | This contract is not subjected to rate adjustment and payment will be in Nepali Rupees. Rate is firm and valid up to 1 year. |
| **GCC 21.**  | The liquidated damage is: 0.05% per day OR The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement |

**Contract Forms:**

**Letter of Intent**

**[on letterhead paper of the Employer]**

Date: ... …………………

To: ... ....**name and address of the Successful Bidder** ............................

Subject: ... .. **Issuance of letter of intent to award the contract** ............

This is to notify you that, it is our intention to award the contract ............... .***[insert date]*** ............................for execution of the ... ***[insert name of the contract and identification number]*** to you as your bid price ............................................ ***[insert amount in figures and words in Nepalese Rupees]*** as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive bid in terms of eligible, technical and financial evaluation.

Authorized Signature: .………………………………

Name:...............………………………………………….

Title:...........…………………………………………….

**CC:**

**[Insert name and address of all other Bidders, who submitted the bid]**

[Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible evaluated bid.]

**Letter of Acceptance**

**[on letterhead paper of the Employer]**

Date: ……………………..

To: ... ***name and address of the Successful bidder*** ……………...

Subject: . ***Notification of Award***

This is to notify that your Bid dated ................................***date*** …………………………..for execution of the……………………..***name of the contract and identification number,*** ……………………... for the Contract price of Nepalese Rupees ***[insert amount in figures and words in Nepalese Rupees],*** as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to do meeting and sign the formal contract agreement within 5 days.

The employer shall take necessary appropriate action if you are not available to sign the contract within specified period.

Authorized Signature: …………………………………...

 Name and Title of Signatory: ……………………………

**Contract Agreement**

**THIS AGREEMENT made the** ....................................**day of** ………………………….. **between**…………………………. name of the Employer ……………………………….. ***(hereinafter “the Employer”)***, of the one part, and ……………………………name of the Successful………………………………***(hereinafter “the Consultant”)***, of the other part:

WHEREAS the Employer desires that the Works known as ……………………….... **name of the Contract** ..............................should be executed by the Consultant, and has accepted a Bid by the Contractor for the execution and completion of these Works in the sum of NRs …..........…..***[insert amount of contract price in words and figures including taxes]*** (hereinafter “the Contract Price”).

The Employer and the Consultant 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:

Other documents like meeting minute forming as part of the Contract.

* 1. the Letter of Acceptance;
	2. All bid documents;
	3. the Special Conditions of Contract;
	4. the General Conditions of Contract;
	5. Bills of Quantities (BOQ);
	6. Scope of work , specifications;
	7. the Drawings;
	8. the Work Schedules
	9. Minute of meeting; and
	10. ... ... ... ... ... ... ... ... ... ... ***[Specify if there are any other document ]***
		+ 1. In consideration of the payments to be made by the Employer to the Consultant as indicated in this Agreement, the Consultant hereby covenants with the Employer to execute the Works in all respects with the provisions of the Contract.
			2. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

|  |  |
| --- | --- |
| Signed by ………………………….for and on behalf the Contractor in the presence ofWitness, Name Signature, Address, Date | Signed by…………………………..for and on behalf of the Employer in the presence of Witness, Name, Signature, Address, Date |

Section 5 -All Forms for bid submission and Application Form

1. Bidder’s eligibility and Qualification form

To establish its qualifications to compete bid and perform the contract, the bidder shall provide the information requested in the corresponding Information Sheets included hereunder

|  |
| --- |
| BIDDER INFORMATION |
| Company Name: |  |
| Contact Name(type or print): |  | Title |  |
| Address: |  |
|  |  |  |  | Year of Registration |  |
| Telephone Number: |  | Fax Number: |  |
| E-Mail Address: |  | VAT/PAN Number: |  |
| Minimum 2 years similar experience, Name of clients with similar work :- 1)  2)3) 4) 5)  |
| Business Designation (check one): | Individual [ ] | Sole Proprietorship [ ]  | Public Service Corp [ ]  |
| Partnership [ ] | Corporation [ ] | Government/ Nonprofit [ ]  |

The following documents should be submitted (Yes/No):

|  |  |  |  |
| --- | --- | --- | --- |
| **SN** | **Particular** | **Yes** | **No** |
| a | Registration Certificate of organization with appropriate authority of Govt of Nepal |  |  |
| b | Update Tax / VAT clearance Certificate of FY 2077/78 |  |  |
| c | Latest VAT/Tax return filing document for the current fiscal year |  |  |
| d | Organization Profile  |  |  |
| e | Satisfactory past performance record from clients (to justify the experience) |  |  |
| f | letter of permission from the appropriate authority of the Government (for dealing of the goods or services for the government as per relevant law) |  |  |

Note: If yes, please provide the supporting documents accordingly

Note for un-availability (for justification):

1.

2.

 .

2. Technical Proposal Form:-

**Technical Proposal Format**

**(For the easy of Bidder's we have not attached our format, Bidders can provide on their own format as per the requirement mentioned below)**

**A. BIDDER’S ORGANIZATION AND EXPERIENCE**

**1. Bidder's Organization Profile**

(Please attached if not attached in eligibility form, it's not necessary to attach in two places)

**2. Bidder's experience**

(List only previous similar assignments successfully completed in the last 7 (Seven) years providing information of client, Contract name(work), and location, duration and approx. value of services proposal and verifying document for this experience is expected)

**B. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE SCOPE OF WORK(Bidders can provide own their own format)**

a) Technical Approach and Methodology

 b) Work Plan

 c) Organization and Staffing

d) Equipment and tools plan

**a) Technical Approach and Methodology**

Please explain your understanding of the objectives of the assignment as outlined in Scope of work, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.

**b) Work Plan, Work Schedule**

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client if applicable), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the Scope of work and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule.

**c) Organization and Staffing for this project.**

{Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff with their designation, qualification and their no. of years of experience for geo technical investigation works clearly indicating to be allocated in site or on office mentioning their duties to perform.}

**d) Equipment plan**

{Please provide list of tools and equipment you are proposing for this work with clearly mentioning its number and stating either you have your own or hire}

3. Financial Proposal Form:-

**Bill of Quantity for Geotechnical Investigation Works for Construction of Laboratory Building at Anandaban hospital - Lele, Lalitpur**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.No.** | **Particulars** | **Unit** | **Quantity** | **Rate** | **Amount** |
| A. | **Soil Investigation Works** |  |  | Rotary Core (rock) and Cable Percussion (soil) |
|   | Drilling Bore Holes | **7 nos** |  |
|   | Deep Bore Holes **(7 Nos. 30 m Depth)** |  |  |
|   | **a) In Clayey, Sandy Soil and Gravel Mixed Soil**  |  |  |   |   |
|   | 0.00 m to 30.00 m | m | 35 |   |   |
|   | **b) Cobbles, boulders & Rock** |  |  |   |   |
|   | 0.00 m to 30.00 m | m | 175 |   |   |
|  | **Sub-Total(A)** |  |  |  |  |
| B. | **Field Test** |  |  |   |   |
|   | a) Standard Penetration Test (1.0 m interval upto 10m depths & 1.50 below 10m depths in each Borehole) | nos | 163 |   |   |
|   |  |  |   |   |
|   | **b) 100mm dia. Undisturbed Sampling at every 1.5m in cohesive material (Clay)**  | nos | TBC ~55~ |   |   |
|   | c) Disturbed Sampling | nos | 80 |   |   |
|   | d) Ground Water Table Monotoring | nos | 4 |   |   |
|   | e) Downhole Shear Wave Velocity  | nos |  0 |   |   |
|   | f) Trial Pit Excavation (3m depths each) | nos | 3 |   |   |
|   | g) Pocket Pentrometer testing in Pit at every 1m depth intervals | nos | 12 |   |   |
|   | **Sub-Total(B)** |  |  |  |  |
| C. | **Lab Tests** |  |  |  |  |
|   | Natural Moisture Content Test | nos | TBC ~ 40 |   |   |
|   | Grain size Analysis test | nos | TBC ~ 40 |   |   |
|   | **Atterberg Limits Test - to be taken in undisturbed samples** | nos | 24 |   |   |
|   | Hydrometer Analysis Test | nos | 0  |   |   |
|   | Bulk and Dry Density Test | nos | 14 |   |   |
|   | Specific Gravity Test | nos | 4 |   |   |
|   | Consolidation Test (Confined pressures to be provided at later date)  | nos | 4 |   |   |
|   | Undrained triaxial testing (**For cohesive materials)** | nos | TBC ~ 40 |   |   |
|   | Point Load Testing (PLT / PLI) |  | 50 |   |   |
|   | Unconfined Compressive Strength Test | nos | 24 |   |   |
|   | Direct Shear Test | nos | 8 |   |   |
|   | Sulphate Content of Water | nos | 8 |   |   |
|   | pH Value of Water | nos | 4 |   |   |
|  | **Sub-Total( C )** |  |  |  |  |
| D. | **Transportation (Equipment and Manpower)** |  | Ls |   |   |
|   | (Including setting up of equipment at first boreholes , Shifting, transporting, boring/drilling equipment all over the site) |   |   |
|   | **Sub-Total(D)** |  |  |  |  |
| E | **Report Analysis and Design** |   |   |   |   |
|   | a) Bearing Capicity Analysis Recommendation | LS | 1 |   |   |
|   | b) Design of pile raft if required | LS | 0 |   |   |
|   | c) Liquefaction analysis | LS | 1 |   |   |
|   | d) Report Reproduction | Copy | 2 |   |   |
|   | **Sub-Total(E)** |  |  |  |  |
|   | **Total(A+B+C+D+E)** |  |  |  |  **-**  |
|  |  Vat @ 13 % |  -  |
|   | **Grand Total**  |  **-**  |

Note: Please, read BOQ item of work and scope of work too to confirm the rate for work of mentioned item in BOQ.

4. Maps/Drawings



Note: This maps/drawing is attached with separate PDF file too

5. Application letter

**Letter of Application**

|  |
| --- |
| The Bidder must accomplish the Letter of Application in its letterhead clearly showing the Bidder’s complete name and address.  |

Date: .........................................................

**Name of the contract**: Geo Technical investigation works to construct Laboratory building for The Leprosy Mission Nepal at Anandaban, Lele, Lalitpur

To: ***The Country Director, The Leprosy Mission Nepal, Lalipur***

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents and including all clauses and information of sections 1-5
2. We offer to execute in conformity with the Bidding Documents the following Works:

**Geo Technical investigation works to construct Laboratory building for The Leprosy Mission Nepal at Anandaban, Lele, Lalitpur**

1. Our Bid consisting of the Technical and the Price Bid shall be valid for a period of 1 years from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. We are not participating, as a Bidder, in more than one Bid in this bidding process.
3. Our firm, its affiliates or subsidiaries for any part of the contract, has not been declared ineligible, under the country's laws or official regulations;
4. We declare that, we including any co-workers, sub- contractor/consultant for any part of the contract do not have any conflict of interest in the proposed procurement proceedings and we have not been blacklisted and punished for an offense relating to the concerned profession or business.
5. We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
6. If our Bid is accepted, we commit to mobilizing resources, key equipment and personnel in accordance with our technical proposal and financial proposal, or otherwise as agreed with the Employer.
7. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, other norms, ethics, values, laws in force in the state of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date specified in SCC. We understand that the Client is not bound to accept any Proposal that the Client receives.

It is hereby declared that the information and documentation provided are true and correct to the best of my knowledge, if any information or document found false or incorrect, I am fully liable for the misconduct as per the law of land.

We remain,

Yours sincerely,

 Authorized Signature {In full and initials}: ................................................................

Name and Title of Signatory: ......................................................

Name of Consultant (company’s name):.............................................

 In the capacity of: .................................................

Address: .............................................

Contact information (phone and e-mail): ...............................................