

NEPAL ELECTRICITY AUTHORITY

(Government of Nepal Undertaking)

Project Management Directorate

Project Management Department

Distribution System Control and Data Centre Project

Kharipati Bhaktapur

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Phone No. : 977-01-6614873

visit **Nepal**
2020

Letter Ref. No.077/78 /Ch:-120

Date:-10th November, 2020

To
All prospective bidders;

Subject:- Issuance of Amendment – III


Ref:- Design, Supply, Installation and Commissioning of Distribution Command and Control Centre (OCB:- PMD/EGMP/DCC -077/78 -01)

Dear Sirs/Madams;

In reference to the bid published on date 10th Aug 2020, We would like to inform all the prospective bidders with Admendment -III according to the ITB clause 8 of the bidding document.

We also would like to request you to acknowledge the receipt in project office.

With Warm Regards



Rabindra Shrestha
(Project Manager)

Amendment to Bid

OCB No. and Title: PMD/EGMP/DCC-077/78-01 "Design, Supply, Installation and Commissioning of Distribution Command and Control Centre"

Pursuant to ITB Clause number 8, Amendment-III has been issued. All the bidders are requested to collect the hard copy of Amendment-III from Project office .This Amendment-III shall be a part of bidding document and failure to collect the same shall be at the risk of the bidder. Amendment-III particularly consists of allowing the qualifications of the Bidder's Subsidiaries and Parent Entities as well as participation with Consortium. Subsequently following sections of the bid document has been amended.

- i) Section -2, Bid Data Sheet
- ii) Section -3, Evaluation and Qualification Criteria
- iii) Section -9, Contract Forms (Appendix -1, Form of Performance Security and Advance Payment Security)

Section 2 - Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is : PMD/EGMP/DCC-077/78-01 The Employer is: Nepal Electricity Authority The name of the open competitive bidding (OCB) is: Design, Supply, Installation and Commissioning of Distribution Command and Control Centre The identification number of the OCB is: PMD/EGMP/DCC-077/78-01 The number and identification of lots (contracts) comprising this OCB is: None
ITB 2.1	The Borrower is: Government of Nepal The name of the Project is: Electricity Grid Modernization Project
ITB 3.4	Replace "Joint venture" by "Joint Venture or Consortium"
ITB 4.1	Replace "Joint venture" by "Joint Venture or Consortium"
ITB 4.3(e)	Replace "Joint venture" by "Joint Venture or Consortium"

B. Contents of Bidding Documents



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ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention: Project Manager, Distribution Control Center Project Project Management Directorate</p> <p>Street address: NEA Training Centre Complex, Kharipati, Bhaktapur, Nepal</p> <p>Floor/Room number: 216</p> <p>City: Bhaktapur</p> <p>ZIP code: NA</p> <p>Country: Nepal</p> <p>Telephone: 01 6614873</p> <p>E-mail address: dcc.nea@gmail.com</p>
ITB 7.4	<p>A Pre-Bid meeting will take place.</p> <p>If a Pre-Bid meeting will take place, date, time and place are as follows :</p> <p>Date: 9 September 2020</p> <p>Time: 1200 Hours Local Time</p> <p>Place: NEA Training Centre Complex, Kharipati, Bhaktapur, Nepal</p> <p>A site visit conducted by the Employer will not be organized.</p>

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.2 (i)	Replace "Joint venture" by "Joint Venture or Consortium"
ITB 11.2 (k)	The Bidder shall submit with its Technical Bid the following additional documents: Business registration certificate issued by the government of the country where the bidder or each joint venture or Consortium partner is registered.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: None
ITB 12.1	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not



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	presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative bids are <i>Not Permitted</i>
ITB 13.2	Alternatives to the Time Schedule <i>shall not be permitted</i> .
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the plant and services: <i>None</i>
ITB 15.1	Add the following sentence at the end of the paragraph : In case of Consortium, all relevant forms included in Section 4 (Bidding Forms) for Joint Venture shall be filled up and provide the required information .
ITB 15.2	Replace "Joint venture" by "Joint Venture or Consortium"
ITB 16.1 (b)	The period following completion of plant and services in accordance with provisions of the contract shall be <i>10 Years</i>
ITB 18.1	Bidders shall quote for <i>the entire plant and services on a single responsibility basis</i> .
ITB 18.4(a)(i)	The Incoterm for quoting plant to be supplied from abroad is: <i>CIP-Project Site - Kathmandu</i> .
ITB 18.6	The prices quoted by the Bidder shall be <i>Fixed</i> .
ITB 19.1	The currencies of the Bid shall be as follows: (a) The prices shall be quoted in the currency of the Bidder's home country, or in any fully convertible currency/(cies). (b) A Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the Schedule of Prices and the Letter of Price Bid. (c) If some of the contract expenditures related to Design, Installation and Other Services are to be incurred in the Employer's country, such expenditures shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred. (d) Bidders may be required by the Employer to clarify their local and foreign



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	<p>currency requirements, and to substantiate that the amounts included in the Price Schedules are reasonable and responsive to ITB 18.1 in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder</p> <p>(e) During the performance of the contract, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor to reflect any changes in foreign currency requirements for the contract. Any such adjustment shall be effected by comparing the amounts quoted in the bid with the amounts already used in the Facilities and the Contractor's future needs for imported items.</p>
ITB 20.1	The bid validity period shall be 150 days .
ITB 21.1	The Bidder shall furnish a bid security in the amount of: US\$ 259,000.00 or an equivalent amount in Nepalese Rupees (NRs)
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or Consortium or, where the Joint Venture or Consortium has not yet been constituted, the names of all future Joint Venture or Consortium Partners, the Employer shall request the Bidder to submit a compliant bid security within 14 (Fourteen) days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 21.8	Replace "Joint Venture" by "Joint Venture or Consortium"
ITB 22.1	In addition to the original Bid, the number of copies is: Two
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of</p> <p>An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder.</p> <p>If the Bidder is an intended or an existing Joint Venture or Consortium, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture or Consortium to sign on behalf of, and legally bind, the intended or existing Joint Venture or Consortium.</p> <p>If the Joint Venture or Consortium has not yet been formed, also include evidence from all proposed Joint Venture or Consortium partners of their intent to enter into a Joint Venture or Consortium in the event of a contract award in accordance with ITB 11.2.</p>
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 (Fourteen) days .



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ITB 22.3	Replace "Joint Venture" by "Joint Venture or Consortium"
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D. Submission and Opening of Bids

ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 24.1	<p>For bid submission purposes only, the Employer's address is</p> <p>Attention:</p> <p>Project Manager, Distribution Control Center Project Project Management Directorate</p> <p>Street address: NEA Training Centre Complex, Kharipati, Bhaktapur, Nepal</p> <p>Floor/Room number: 216</p> <p>City: Bhaktapur</p> <p>ZIP code: NA</p> <p>Country: Nepal</p> <p>The deadline for bid submission is</p> <p>Date: 26 November 2020</p> <p>Time: 12:00 Noon (Local Time)</p>
ITB 27.1	<p>The bid opening of Technical Bids shall take place at</p> <p>Street address: NEA Training Centre Complex, Kharipati, Bhaktapur</p> <p>Floor/Room number: (Ground Floor)</p> <p>City: Bhaktapur</p> <p>Country: Nepal</p> <p>Date: : 26 November 2020</p> <p>Time: 12:30 Hours (Local Time)</p>
ITB 27.1	Electronic bid opening procedure shall be as follows: Not Applicable
ITB 27.5	The Letter of Technical Bid shall be initialed by 3 (Three) representatives of the Employer attending Technical Bid opening.



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ITB 27.10	The Letter of Price Bid and Price Schedules shall be initialed by 3 (Three) representatives of the Employer attending the Price Bid opening.
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E. Evaluation and Comparison of Bids

ITB 35.2	The qualifications of the Bidder's subsidiaries and parent entities shall be permitted. The Bidder shall fill out the Affiliate Company Guarantee form included in section 4 (Bidding forms) for each subsidiary and/or parent entity that the Bidder submits for consideration of the Employer in determining its qualifications. However the qualifications of the Bidder's sub-contractors and affiliates shall not be permitted
ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Nepalese Rupees</p> <p>The source of the selling exchange rate shall be: Nepal Rastra Bank (Central Bank of Nepal)</p> <p>The date for the selling exchange rate shall be: the date of Technical Bid Opening</p>
ITB 38.1	<p>Domestic preference shall apply.</p> <p>The application methodology will be as specified in Section 3 (Evaluation and Qualification Criteria).</p>
ITB 42.1	<p>Standstill provisions shall apply. The duration of standstill period will be 7 (Seven) days from the date of notice of intention for award of contract.</p> <p>The Employer shall, at the start of the standstill period, notify in writing each bidder that submitted a bid, of its intention to award a contract to the successful bidder at the end of standstill period. The notification (using the form included in Section 9 (Contract Forms)) shall include the following information:</p> <ul style="list-style-type: none">a) the name of each Bidder who submitted a Bid;b) the bid prices as read out at bid opening;c) the name and evaluated prices of each Bid that was evaluated;d) the name of bidders whose bids were rejected and the reasons for their rejection;e) the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded; andf) a statement of the reason(s) the bid of the unsuccessful bidder to whom the notification is addressed was unsuccessful, unless the price information under (e) of this paragraph already reveals the reason.
ITB 47.1	The procedures for Bidding-related Complaints are referenced in the " Appendix 7 of the Procurement Regulations for ADB Borrowers (https://www.adb.org/documents/procurement-regulations-adb-borrowers)."



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	<p>The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention: Managing Director, NEA through the Project Manager</p> <p>Title/position: Managing Director</p> <p>Employer: Nepal Electricity Authority</p> <p>Email address: dcc.nea@gmail.com</p> <p>Fax number:</p>
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Section 3 - Evaluation and Qualification Criteria

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1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 34.1 (a)–(b), other relevant factors are as follows:

Evaluation of the Bidder’s Technical Proposal will include an assessment of the Bidder’s technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer’s Requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (Employer’s Requirements) shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Alternative Technical Solutions

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: [Not Applicable](#)

1.3 Economic Evaluation

In addition to the criteria listed in ITB 39.2 I (a)–(f), other relevant factors are as follows:

Adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by Bidders shall remain unaltered.

1.3.1 Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the contractual obligations: the evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all contractual obligations under this Bidding Document.

Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.



1.3.2 Time Schedule

Time to complete the plant and services from the effective date specified in Article 3 of the Contract Agreement for determining the time for completion of pre-commissioning activities is: **450 Days**. No credit will be given for earlier completion.

Bids offering a completion date beyond 450 days shall be rejected.

1.3.3 Operating and Maintenance (O&M) Costs Not Applicable

The O&M cost factors for calculating the life cycle cost are as follows:

NONE

1.3.4 Functional Guarantees of the Facilities

NONE

1.3.5 Work, Services, Facilities, etc., to Be Provided by the Employer

NONE

1.3.6 Specific Additional Criteria

The following additional criteria will be used in the evaluation:

NONE

1.3.7 Domestic Preference

Domestic preference will be granted to eligible domestically produced Plant and Equipment in accordance with the following provisions:

- (a) The preference margin shall not be applied to the whole facility but only to the eligible domestically produced Plant and Equipment within the contract.
- (b) Plant and Mandatory Spare Parts supplied from abroad shall be quoted CIP (Section 4, Bidding Forms, Schedule No. 1) and Plant and Mandatory Spare Parts supplied from within the Employer's country shall be quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) free of sales and similar taxes (Section 4, Bidding Forms, Schedule No. 2).



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- (c) All other cost components for services and works such as costs for design, local handling, transportation, storage, installation, and commissioning shall be quoted separately (Section 4, Bidding Forms, Schedule No. 3 - Design Services and Schedule No. 4 - Installation and Other Services).
- (d) In the comparison of Bids, only the CIP price component of each Bid for the Plant and Equipment offered from outside the Employer’s country shall be increased by 15%.
- (e) No domestic preference shall be applied to any of the services or works included in the contract.
- (f) Bidders shall not be permitted or required to modify the mix of local and foreign Plant and Equipment after bid opening.

1.4 Multiple Contracts

Not Applicable

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture or Consortium			Submission Joint Venture or Consortium Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.2 Historical Contract Non-Performance

2.2.1 History of Non-Performing Contracts

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture or Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Non-performance of a contract did not occur as a result of contractor default since 1st January 2015	Must meet requirement	Must meet requirements	Must meet requirement	Not applicable	Form CON-1

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture or Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.



2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture or Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 (three) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture or Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of US \$ 19.70 Million calculated as total certified payments received for contracts in progress or completed, within the last 3 (Three) years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2



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2.3.3 Financial Resources

Criteria Requirement	Compliance Requirements			Documents	
	Single Entity	Joint Venture or Consortium		Submission Requirements	
		All Partners Combined	Each Partner	One Partner	
For Single Entities: The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of US\$ 3.40 Million .	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN - 4
For Joint Venture or Consortium : (1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of US\$ 1.36 Million from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN - 4
(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of US\$ 0.85 Million from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN - 4



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(3) The Joint Venture or Consortium must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of US\$ 3.40 Million	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN - 4
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2.4 Bidder's Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture or Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Participation in at least two (2) System Integration Contract for design, supply and commissioning of Distribution Command and Control Centre (DCC) AND/OR Data Centre (DC) AND/OR Disaster Recovery Centre (DRC) with all required hardware and software that have been successfully completed within the last 10 (Ten) Years and that are similar to the proposed contract, where the value of the Bidder's participation exceeds US\$ 9.4 Million each.</p> <p><i>Out of the two (2) Contracts, one should have been executed outside the</i></p>	Must meet requirement	<p>Must meet requirement as follows: Either one partner must meet requirement OR any two partners must each demonstrate one (1) successfully or substantially completed System Integration Contract for design, supply and commissioning of Distribution Command and Control Centre (DCC) AND /OR Data Centre (DC) AND/OR Disaster Recovery Centre (DRC) with all required hardware and software that have been successfully completed within the last 10 (Ten) Years with Contract value not less than US\$ 9.4 Million.</p> <p><i>Out of the two (2) Contracts, one should have been</i></p>	<p>Must have successfully completed one System Integration Contract within the last 10 years for supply and commissioning of Distribution Command and Control Centre (DCC) And /OR Data Centre (DC) AND/OR Disaster Recovery Centre (DRC) with required hardware and software having Contract value not less than US\$ 2.35 Million</p>	Not applicable	Form EXP - 1



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<i>Bidder's Home Country.</i>		<i>executed outside the Bidder's Home Country.</i>			
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2.4.2 Experience in Key Activities

2.4.2 (a) and (b) must be complied with by the Bidder. In case of a **Joint Venture or Consortium** Bidder, at least one of the partners must meet the requirement in the key activity.

Table A

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture or Consortium	Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum experience in the following key activities:	Must meet requirement	Must meet requirement	Form EXP – 2
<p>a. Supply, Installation and Commissioning of DCC or SCADA system with required hardware and software for DMS, OMS covering at least 5 (five) Sub Stations in 1 (one) Utility during last 10 years.</p> <p>b. Supply, Installation and commissioning at least one Data Centre project which should have a valid BS7799 / ISO 27001 certification / Tier 3 certificate in last 10 years. (Note: Bidder's in-house data centers shall not be considered, Bidders who have built their own Internet data center (IDC), for commercial use will be considered)</p>			

NOTE: To substantiate the above qualification, the Bidder must submit certificate (notarized) from clients (end-user certificates) for all number of projects specified as above clearly indicating the contract amount, project size, scope of work. The bidder is required to submit the notarized translation of the copy, if the document submitted is in language other than bidding language.



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2.5 Subcontractors

Subcontractors or Manufacturers for the following major items of plant and services must meet the following minimum qualification criteria, herein listed for a subcontractor for that item. Failure to comply with this requirement will result in rejection of the subcontractor but not the Bidder.

Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
1	RTU/FRTU Supplier	<ul style="list-style-type: none"> i) Must have manufacturing experience of at least Five (5) years. ii) Must have valid ISO 9001: 2008 or equivalent/ Higher certification iii) Should have valid Electrical License issued/ recognized by any Government agency for executing the electrical works of requisite voltage class. iv) Should have experience of successfully completing supply of materials & execution of the work of Erection, Testing and Commissioning of Remote Terminal Unit and Integration of supplied RTUs/FRTUs for SCADA system in different power utilities in last Five (5) years from the last date of Bid submission. 	<p>Form EXP-3</p> <p>1. Bidder(s) must submit all the necessary documents required to prove the above specified legal status, Valid ISO Certificate, experience eligibility requirements (substantiated by end users certificate) and type test report.</p> <p>2. For Equipment proposed from the preferred list as per Annexure, the bidder need not submit the qualification document, except the Authorization certificate. For equipment from manufacturer other than the preferred list, the bidder must submit all qualification documents for the manufacturer.</p> <p>3. The enduser shall clearly indicate the years, the equipment is in operation.</p>
2	DC DR vendor	<ul style="list-style-type: none"> i) Must have DC or DR build /implement experience of at least Five (5) years. ii) Must have ISO 9001: 2008 or equivalent/ Higher. iii) Should have experience of successfully implementing a DC or DR build and related infrastructure work as defined in RFP in last Five (5) years. iv) Must have their well-established support center with adequate skilled manpower and trained engineers in Nepal with 24/7 onsite and offsite support. The documentary support for this must be provided. ELSE shall provide commitment to establish the support center as per above requirement. 	
3	IT system provider	<ul style="list-style-type: none"> i) Must have manufacturing experience of at least Five (5) years. ii) Must have valid ISO 9001: 2008 or equivalent/ Higher certification.. iii) Should have experience of successfully completing supply of hardware and software Testing and Commissioning of SCADA /DMS/OMS system in different power utilities in last Five (5) years from the last date of Bid submission. 	
4	Prefabricated Modular DC / DCC	<ul style="list-style-type: none"> i) Must have manufacturing experience of at least Five (5) years. ii) Must have valid ISO 9001: 2008 or equivalent/ Higher certification.. iii) must have have supplied at least two numbers of Prefabricated Modular DC or DCC or DR case of minimum 300 sq. m floor area with minimum 2 floor stackings having Uptime Tier III design certification in last 5 (five) years from the last date of bid submission and should have been in satisfactory operation for at least one (1) year. 	



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		iv) Must have at least 3 ATD (Accredited Tier Designer) staffs and shall provide their certificates.	
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In the case of a Bidder who offers to supply and install major items of plant under the contract, which the Bidder did not manufacture or otherwise produce, the Bidder shall provide the Manufacturer's authorization, using the form provided in Section 4 (Bidding Forms), showing that the Bidder has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. Failure to submit the Manufacturer's authorization at the first instance is considered a minor, nonmaterial omission and shall be subjected to clarification. However, failure to submit the omitted authorization within fourteen (14) days after receiving the Employer's notice may lead to rejection of the Subcontractor or Manufacturer of the item under evaluation in accordance with ITB 35.4.

If the bidder submits the type test report of higher rated equipment, the bidder must provide the commitment that the type test will be performed without any extra cost to employer.

NOTE: To substantiate the above qualification, the Bidder must submit certificate (notarized) from clients (end-user certificates) for all number of projects. The bidder is required to submit the notarized translation of the copy, if the document submitted is in language other than bidding language.



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Appendix 1 - Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

(A) Terms of Payment

Schedule No. 1 - Plant and Mandatory Spare Parts Supplied from Abroad

In respect of Plant and Mandatory Spare Parts supplied from abroad, the following payments shall be made:

Total Ten Percent (10%) of the total CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the plant and equipment shipped FOB or delivered to the site, as evidenced by shipping and delivery documents.

Five Percent (5%) of the total CIP amount on Submission of deliverables:

- As Is Study
- Survey & Inception Report
- Design reports
- To Be Document

Fifty percent (50%) of the total or pro rata CIP amount upon Incoterm "CIP" within forty-five (45) days after receipt of invoice, and shipping documents ([Site Delivery Certificate](#), [Bill of lading](#), [Proforma invoice](#) etc and other document indicated in the [Letter of Credit](#) or other document). In the event that shipping is delayed upon the written instruction of the Employer for more than twenty-eight (28) days beyond the date shown in the Program of Performance provided in accordance with GCC Sub-Clause 18.2, the Contractor may make application for this part of the payment against warehouse receipts, provided always that the plant and equipment are ready for shipment on the date shown in the said Program.

Fifteen percent (15%) of the total or pro rata CIP or amount upon issue of the Completion Certificate within forty-five (45) days after receipt of invoice.

Fifteen percent (15%) of the total or pro rata CIP or amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata CIP or amount upon successful completion of FMS / AMC period in equal quarterly installment.

Schedule No. 2 - Plant and Mandatory Spare Parts Supplied from within the Employer's Country

In respect of Plant and Mandatory Spare Parts supplied from within the Employer's country, the following payments shall be made:

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



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Five Percent (5%) of the total EXW amount on Submission of deliverables:

- As Is Study
- Survey & Inception Report
- Design reports
- To Be Document

Fifty percent (50%) of the total or pro rata EXW amount upon Incoterm “Ex-Works,” upon delivery to the site within forty-five (45) days after receipt of invoice.

Fifteen percent (15%) of the total or pro rata EXW amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Fifteen percent (15%) of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata CIP or amount upon successful completion of FMS / AMC period in quarterly equal installment.

Schedule No. 3 - Design Services

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

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

Ninety (90%) of the total or pro rata design services amount upon acceptance of design by the Project Manager within forty-five (45) days after receipt of invoice.

Schedule No. 4 - Installation and other Services

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

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

Five Percent (5%) of the total installation amount on Submission of deliverables:

- As Is Study
- Survey & Inception Report
- System Design reports
- To Be Document

Sixty Five percent (65%) of the measured value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be made monthly within forty-five (45) days after receipt of invoice.



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

Ten percent (10%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata CIP or amount upon successful completion of FMS period in equal quarterly installment.

In the event that the Employer fails to make any payment on its respective due date, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate of 0.25% per month for the period of delay until payment has been made in full.

(B) Payment Procedures

The procedures to be followed in applying for certification and making payments shall be as follows:

a. Local Currency

Eligible claims for local currency payment shall be made through withdrawal application (WA). Invoices shall be submitted to the Project Office which shall verify the completed jobs/works and certify the invoice for payment. The Project Office shall then recommend certified invoice for their payment to Project Management Directorate Office, which shall then forward to ADB for payment.

b. Foreign Currency

Foreign Currency payment shall be made through Letter of Credit (L/C). The charges for establishment of letter of credit within the territory of Nepal shall be borne by the Employer, and outside Nepal shall be borne by the Contractor.

c. Invoices

The Contractor shall submit the invoices (original) in triplicate to the Project Office whenever an invoice is required to be submitted as per provision of the Contract. Invoices should be duly certified by Project Manager. **If the contractor is consortium, the invoices shall be raised in the name of consortium however the payment can be made to the account of any of the partners of the consortium as agreed between them.**

d. Documentation Required for Payment

Claims for payment must be supported by the following documentation as specified hereinafter; Requests for reimbursement for the cost of equipment materials, freight, transportation and insurance shall be supported by the documents as specified in the Letter of Credit for supply of plant and equipment from abroad (each copy to be certified by the Contractor or the Contractor's representative to be a true copy of the document of which it is a copy).



Appendix 2 - Price Adjustment (Not Applicable to this Contract)

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_1 = P_0 \left(a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right)$$

in which:

P_1 = adjustment amount payable to the Contractor

P_0 = Contract price (base price)

a = percentage of fixed element in Contract price ($a = \%$)

b = percentage of labor component in Contract price ($b = \%$)

c = percentage of material and equipment component in Contract price ($c = \%$)

L_0, L_1 = labor indexes applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

M_0, M_1 = material and equipment indexes in the country of origin on the base date and the date for adjustment, respectively

Conditions Applicable to Price Adjustment

The base date shall be the date 28 days prior to the deadline for submission of the Bid.

The date of adjustment shall be the mid-point of the period of manufacture or installation of the component or Plant.

The following conditions shall apply:

- (a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.
- (b) If the currency in which the Contract price, P_0 , is expressed is different from the currency of the country of origin of the labor and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.



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- (c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.



Appendix 3 - Insurance Requirements

(A) Types of Insurance to Be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the types of insurance set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.

[in currency(ies)]	[in currency(ies)]	[names]	[place]	[place]
110% of total price for plant and equipment	(*)	Contractor	Dispatch Certificate	Site Delivery

(*) Excess 5% of claimed amount subject to minimum of NRs. 20,000 for Normal and NRs. 80,000 for act of God perils and collapse.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
110% of total price for plant and equipment	(*)	Contractor	Site Delivery	Final Acceptance

(*) Excess 5% of claimed amount subject to minimum of NRs. 10,000 for Normal and NRs. 30,000 for testing period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
NRs. 1,000,000 as in (b) above		Contractor's Employee	Commencement of work	Final Acceptance



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NRs. 1,000,000 as in (b) above		Third Party Personnel	Commencement of work	Final Acceptance
NRs. 1,000,000 as in (b) above		Third Party Personnel	Site Delivery	Final Acceptance

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(g) Other Insurance

The Contractor is also required to take out and maintain at its own cost the following types of insurance:

Details:

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Subclause 34.1, except for the Third Party Liability, Workers' Compensation, and Employer's Liability Insurance, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Subclause 34.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurance. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.



Appendix 4 - Time Schedule



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Appendix 5 - List of Major Items of Plant and Services and List of Approved Subcontractors

A list of major items of plant and services is provided below.

The following Subcontractors and Manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Subclause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Services	Approved Subcontractors and Manufacturers	Nationality



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Appendix 6 - Scope of Works and Supply by the Employer (Not Applicable)

The following personnel, facilities, works, and supplies will be provided or supplied by the Employer, and the provisions of GCC Clauses 10, 21, and 24 shall apply as appropriate.

All personnel, facilities, works, and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Subclause 18.2.

Unless otherwise indicated, all personnel, facilities, works, and supplies will be provided free of charge to the Contractor.

Personnel	Charge to Contractor (if any)

Facilities	Charge to Contractor (if any)

Works	Charge to Contractor (if any)

Supplies	Charge to Contractor (if any)



Appendix 7 - List of Documents for Approval or Review

Pursuant to GCC Subclause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Subclause 18.2 (Program of Performance), the following documents for

(A) Approval

1. Work Program
2. Work Procedure
3. Manufacturers, prior to placing of order
4. Design, calculations and drawings of Plant & Equipment
5. All Civil design and drawings.

(B) Review

None



Appendix 8 - Functional Guarantees

1. General

This Appendix sets out

- (a) The functional guarantees referred to in GCC Clause 28 (Functional Guarantees)
- (b) The preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below
- (c) The minimum level of the functional guarantees
- (d) The formula for calculating liquidated damages for failure to attain the functional guarantees.

2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

3.1 Production Capacity

3.2 Raw Materials and Utilities Consumption

4. Failure in Guarantees and Liquidated Damages

4.1 Failure to Attain Guaranteed Production Capacity (Not Applicable)

If the production capacity of the facilities attained in the guarantee test, pursuant to GCC Subclause 25.2, is less than the guaranteed figure specified in para. 3.1 above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and/or additions to the Facilities, pursuant to GCC Subclause 28.3, then the Contractor shall pay liquidated damages at the rate offor every complete 1% of the deficiency in the production capacity of the Facilities, or at a proportionately reduced rate for any deficiency, or part thereof, of less than a complete 1%.

4.2 Raw Materials and Utilities Consumption in Excess of Guaranteed Level

NONE

4.3 Minimum Levels NOT APPLICABLE

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees (and consumption guarantees) are not attained by the Contractor, the Contractor shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GCC Subclause 28.2:



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- (a) Production capacity of the Facilities attained in the guarantee test: 95% of the guaranteed production capacity

and/or

- (b) Average total cost of consumption of all the raw materials and utilities of the Facilities: 105% of the guaranteed figures.

4.4 Limitation of Liability

Subject to para. 4.3 above, the Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed **ten percent (10 %) of the Contract price.**



Performance Security

.....*Ba n k s n a m e , a n d a d d r e s s . . . o . f . . . i . . s . s . u . i . n . g . . . b . r . a . n . c h o r o f*.....

Beneficiary: *Name and address of the employer*

Date:

Performance Guarantee No.:

We have been informed that *name of the contractor* (hereinafter called "the Contractor") has entered into Contract No. *reference number of the contract* dated with you, for the execution of *name of contract and brief description of plant and services* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *name of the bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*¹ (*Amount in figures*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the earlier of

- (a) 18 months after our receipt of
 - (i) a copy of the Completion Certificate; or
 - (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that 14 days have elapsed from receipt of such notice (or 7 days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or
 - (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or
- (b) the ____ day of _____, 2____.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-Article 20(a) is hereby excluded.²

.....
Signature(s) and seal of bank (where appropriate)

¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer.

² Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758, where applicable.



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-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

2. If the Contractor is Joint venture or Consortium, the Performance security shall be in the name of the Joint Venture or Consortium as applicable



Advance Payment Security

.....*Bank s name , and address.....o.f.....i.s.s.u.i.n.g.....b.r.a.n.c.h o r o f*

Beneficiary: *Name and address of the employer*

Date:

Advance Payment Guarantee No.:

We have been informed that *name of the contractor* (Hereinafter called "the Contractor") has entered into Contract No. *Reference number of the contract* dated With you, for the execution of *Name of contract and brief description of plant and services* (Hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *name of the currency and amount in words*³. (*. amount in figures.*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*⁴. (*. Amount in figures.*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

- (a) used the advance payment for purposes other than the costs of mobilization and cash flow support in respect of the Works; or
- (b) has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the Contract, specifying the amount payable by the Contractor.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *c o n t r a c t o r s . a c c a t u n t . . n a m e a n d a d d r e s s o f t h e b a n k*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates, which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate, indicating that 80% of the Contract Price has been certified for payment, or on the . . . day of ,⁵ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

.....
Signature(s) and seal of bank (where appropriate)

³ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the contract, or in a freely convertible currency acceptable to the employer.



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-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

2. If the Contractor is Joint venture or Consortium, the advance payment security shall be in the name of the Joint Venture or Consortium as applicable.

