



Government of Province
Lumbini Province, Nepal

Provincial Infrastructure Development Authority (PIDA)

Rapti Valley (Bijauri, Deukhari), Dang

EXPRESSION OF INTEREST

(EOI)

for

Lumbini Trade Centre (LTC) at Butwal

on

Public Private Partnership / LBOT

(Lease, Build, Own and Transfer)

JUNE, 2021



Table of Contents

ABBREVIATION	4
DISCLAIMER.....	5
Invitation for Expression of Interest (EOI)	7
1. INTRODUCTION	9
1.1 Background	9
1.2 Brief Description of Bidding Process.....	10
1.3 Schedule of Bidding Process	13
2. INSTRUCTIONS TO APPLICANTS	14
A. GENERAL	14
2.1 Scope of Application	14
2.2 Eligibility of Applicants	14
2.3 Change in composition of the Consortium	19
2.4 Number of Applications and costs thereof	20
2.5 Site visit and verification of information	20
2.6 Acknowledgement by Applicant	21
2.7 Right to accept or reject any or all Applications/ Bids.....	21
B. DOCUMENTS.....	22
2.8 Contents of the EOI.....	22
2.9 Clarifications.....	23
2.10 Amendment of EOI	23
C. PREPARATION AND SUBMISSION OF APPLICATION	23
2.11 Language	23
2.12 Format and signing of Application	24
2.13 Sealing and Marking of Applications.....	24
2.14 Application Due Date	25
2.15 Late Applications.....	26
2.16 Modifications/ substitution/ withdrawal of Applications.....	26
D. EVALUATION PROCESS	26
2.17 Opening and Evaluation of Applications.....	26
2.18 Confidentiality.....	27
2.19 Tests of responsiveness	27
2.20 Clarifications	28
E. SHORTLISTING AND BIDDING.....	28
2.21 Short-listing and notification	28
2.22 Submission of RFP Document	28



2.23 Proprietary data	28
2.24 Correspondence with the Applicant	28
3. CRITERIA FOR EVALUATION	29
3.1 Evaluation parameters	29
3.2 Technical Capacity for purposes of evaluation	30
3.3 Financial information for purposes of evaluation.....	30
3.4 Details of Experience	31
3.5 Short-listing of Applicants	32
4. FRAUD AND CORRUPT PRACTICES	33
5. PRE-APPLICATION CONFERENCE.....	35
6. MISCELLANEOUS	35
APPENDIX I	i
Letter Comprising the Application for EOI	i
Annex I- Details of Applicant.....	v
Annex II- Technical Capacity Forms	vii
Annex III- Financial Capacity Forms	x
Annex IV- Related Experience Forms	xii
Annex V- Statement of Legal Capacity	xvii
APPENDIX II: Power of Attorney for Application	xviii
APPENDIX III: Power of Attorney for Lead Member	xx
APPENDIX IV: Joint Bidding Agreement	xxiii
APPENDIX V: Evaluation Criteria	xxx
APPENDIX VI: Project Description and Conceptual Design	xxxv



ABBREVIATION

BOOT	Build Own Operate and Transfer
DP	Development Partner
EIA	Environment Impact Assessment
FIRR	Financial Internal Rate of Return
EOI	Expression of Interest
EPA	Environmental Protection Act
EWB	East West Highway
FS	Feasibility Study
FY	Fiscal Year
GoN	Government of Nepal
GOP	Government of Province
LBOT	Lease, Build, Own and Transfer
LOA	Letter of Award
MoEAP	Ministry of Economic Affairs and Planning
MoF	Ministry of Finance
MoIFE	Ministry of Industry, Forestry and Environment
NPC	National Planning Commission
NPV	Net Present Value
NRs.	Nepalese Rupees
O&M	Operations and Maintenance
PIDA	Provincial Infrastructure Development Authority, Lumbini Province
PPMO	Public Procurement Monitoring Office
PPMS	Project Performance Monitoring System
PPP	Public Private Partnership
RoW	Right of Way
RP	Resettlement Plan
SA	Social Assessment
SPV	Special Purpose Vehicle
SRN	Strategic Road Network
TA	Technical Assistance
US\$	The unit of money in the United States of America



DISCLAIMER

The information contained in this Expression of Interest document (the “EOI”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the PIDA or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the PIDA to the prospective Applicants or any other person for the execution of project. *The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application as an expression of interest pursuant to this EOI (the “Application”).* This EOI includes statements, which reflect various assumptions and assessments arrived at by the PIDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons or institutions, and it is not possible for the PIDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The PIDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The PIDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The PIDA also accepts no liability of any nature whether resulting from inappropriateness or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI.

The PIDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.



The issue of this EOI does not imply that the PIDA is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the PIDA reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the PIDA or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the PIDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding Process.



Invitation for Expression of Interest (EOI)

The Provincial Infrastructure Development Authority, Lumbini Province, Nepal hereinafter referred as PIDA, intends to obtain Expression of Interest (EOI) from Person/Firms/Joint-Ventures as Investors in order to shortlist experienced and capable Applicants for Lumbini Trade Centre, Butwal, through Public Private Partnership (PPP) on Lease, Build, Own and Transfer (LBOT) basis under "Public Private Partnership Act, 2075" and "Public Private Partnership and investment Rules, 2077".

It is also expedient to the foreign investment in order to make provincial economy competitive, strong and employment to achieve the sustainable economic growth through creating investment friendly environment to attract foreign capital, technology and investment basis within the provision of "The foreign investment and technology transfer act, 2075"

The EOI is to be submitted as per the details in the EOI Document. The project involves (i) Lease Agreement (ii) Survey, design, engineering, financing, procurement, construction, operation, maintenance, and transfer to PIDA/Provincial Government of an approximately 25 story business complex on Public Private Partnership/LBOT basis within the provisions of the "Public Private Partnership Act, 2075"

The approximate project cost is NPR 2,661,828,000.00 (equivalent to around US\$ 22 million). These are preliminary estimates of indicative costs based on Feasibility Study. The Applicants are encouraged to visit the site, carry out necessary studies and make its own cost estimates.

Proposed site is under Provincial Government ownership and preparation of master plan is also completed for business complex.

It may be possible to improve the design considerably through the measures of optimum utilization of space for more beneficial to the investing party following the prevailing by-laws and building rules in Butwal sub-metropolitan.

The project is to be completed within three years from the date of signing agreement. **The EOI Application which does not indicate the Applicant's careful review of the designs and the understanding of the designs to be followed shall be regarded as non-compliant and shall not be evaluated for short listing.**

Reports of Pre-Feasibility Study and preliminary designs carried out by PIDA and copy of the pre-feasibility stage design, drawing and report may be obtained from the contact address given below at the time of purchase of the EOI document.

The Applicant in its request for the EOI must clearly state "Application for Short-listing for Lumbini Trade Centre, Butwal", and indicate clearly the Applicant's name, address and contact Phone and Mobile numbers. The Application shall be addressed to:

ATTN. OF:

Dhruva Majagaiyan
(Chief Executive Officer)
Provincial Infrastructure Development Authority,
Lumbini Province
Tel No: + 977 82 412074 / 75



The EOI document is available at <https://ida.lumbini.gov.np> from 10th July, 2021. EOI document should be submitted along with non-refundable fee of NRs 150,000 (Nepalese Rupees One Hundred Fifty Thousand Only) to PIDA of a bank-voucher of equivalent amount in Nepalese Rupees deposited in Revenue Account of Provincial Treasury and Controller Office, Butwal Account No. 1000100200010000 (Rajaswa) (Office Code: 3520048015, PIDA Revenue Heading no. 14229) at the Rastriya Banijya Bank, Butwal, Nepal.

The Expression of Interest (EOI) document must be submitted in sealed envelope clearly marked as “Application for Short-listing for Lumbini Trade Centre, Butwal” (the “Project”) through Public-Private Partnership (the “PPP”) on Lease, Build, Own and Transfer (the “LBOT”) basis”.

And shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes and, must reach to above address not later than 9th August, 2021 (Application Due Date) at 17:00 hours (Nepalese Standard Time). Details are provided in the EOI document.

All applications received by PIDA after the Application Due Date and time shall be considered late and will be rejected. If the Application Due Date is declared to be a public holiday in Nepal, the next working day and time will be the next Application Due Date and time. An application received from an Applicant who has not deposited EOI fee as specified above will be rejected.

Only the Applicants having past experience **in High Rise Commercial buildings/Airport Terminal Building/National Highway over NPR 2.00 Billion on BOT/BOOT over the past ten years and a net worth of NPR 1.0 Billion or more, jointly or severally, may apply.**

The evaluation criteria are given in Section 3 of the EOI document. Applicants are encouraged to involve Competent Nepalese builders / investors/foreign investor with the objectives of technology transfer, capacity building and reductions in the foreign currency involved. For further information and inquiries about the EOI, applicants should contact the above address.

For EOI evaluation, the foreign Consortium/Company joint venturing with Nepali Builders as equity partner or any individual Nepali consortium/Company or with maximum joint venturing three number Nepali builders shall be given preference than individual foreign investor by giving additional ten percent points in the total score to ensure the uses of local resources.

***Note:** Applicants are advised to arrange collection of EOI documents by their own designated representatives, and ensure themselves receipt of complete EOI documents; PIDA will not assume any responsibility for dispatching the EOI documents and/or for missing of any documents during the transmittal. Electronic copy of EOI and model Concession Agreement can be downloaded from <https://ida.lumbini.gov.np> shall be considered valid for the submission if required bank voucher is included during submission.*



1. INTRODUCTION

1.1 Background

1.1.1 PIDA is a Lumbini Provincial Government entity to implement special and important infrastructure projects effectively and efficiently for the development of Province with high impact value. As part of this endeavor, the Provincial Government has decided to support and facilitate the development of a business complex in Butwal at prime location, (named as Lumbini Trade Centre) (the “Project”) through Public-Private Partnership (the “PPP”) on Lease, Build, Own and Transfer (the "LBOT") basis, and has decided to carry out the bidding process for selection of the bidder / investor to whom the Project may be awarded. A brief description of the project is given in Appendix VI.

The project involves survey, design, financing, procurement, construction, operation, maintenance, and transfer (after 30 years) to PIDA of the an approximately 25 story building in the heart of Butwal on Public Private Partnership/BOT basis within the provisions of the “Public Private Partnership Act, 2075 BS” and "Public Private Partnership Regulation 2077 BS".

The project costs at 2021 including DPR and EIA costs may be around NPR 2.66 billion. These are preliminary estimates of indicative costs. The Applicant must visit the site, carry out necessary studies and make its own cost estimates.

It may be possible to improve the design considerably through measures such as adopting optimum utilization of space following prevailing rules and regulations.

The project is to be completed within three years from the date of signing agreement. The proposal must indicate the Applicant's careful review of the possible designs and the understanding of the designs to be followed.

PIDA intends to short-list up to 6 (six) top ranking Applicants (the “Bidders”) who will be eligible for participation in the RFP Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2 The selected Bidder, who is either a natural person, or a company incorporated under the Companies Act 2063 (2006) in Nepal, or undertakes to incorporate as such prior to execution of the concession agreement (the “Concessionaire”) shall be responsible for (i) survey, design, engineering, financing, procurement, construction, operation, maintenance, and transfer of the project in accordance with the provisions of a concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the PIDA in the form provided by the PIDA as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include designing, financing, procurement, construction, maintenance and operation, and transfer in accordance with Public Private Partnership Act, 2075 BS.

1.1.4 The PIDA shall receive Applications pursuant to this EOI in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the PIDA, and all applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for Submission of Applications (the “Application Due Date”).



1.2 Brief Description of Bidding Process

1.2.1 The PIDA has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage "the EOI Stage" (Expression of Interest) of the process involves invitation to express interest in accordance with the provisions made in this document. At the end of this stage, the PIDA expects to announce a list of suitable shortlisted Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "RFP Stage") comprising Request for Proposals (the "Request for Proposals" or "RFP").

1.2.2 The Government of Nepal has specified criteria for short-listing of bidders in "Public Private Partnership Regulation 2077 BS" for implementation of projects under Lease, Build, Operate and Transfer (LBOT) Basis. Project specific evaluation criteria for short-listing of bidders are given in Appendix V. The PIDA shall be entitled to disqualify an Applicant in accordance with the aforesaid criteria at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.3 In the EOI Stage, Applicants are required to furnish all the information specified in the EOI document clearly in readable format. Due to the need for high technical expertise for high rise building, the Applicants are required to visit the sites, to familiarize themselves with the Project, to review on the designs and costing and to identify the most favored option based on the assessment of their experts. A time frame, 30 days is allowed for the submission of EOI, considering the importance of the project. Only those Applicants that are short-listed by the PIDA shall be invited to submit their Bids at the Bidding/RFP Stage. The Applicants are required to review the pre-feasibility stage design and review on it with the alternatives design proposals.

1.2.4 In the Bidding (RFP) Stage, the Bidders will be called upon to submit their technical and financial proposals with other details (the "Bids") in accordance with the bidding document to be provided by PIDA. "Public Private Partnership Regulation 2077 BS" requires Technical and Financial proposals at the RFP/Bidding stage also. The Bidding Documents for the RFP Stage will be provided to every Short-listed firms from EOI Stage on payment of NPR. 100,000 (Nepalese Rupees. Hundred thousand only). Considering the importance of the final designs and standards based on the innovativeness and the experience of the bidder, a longer time frame for bidding shall be required. Bidders must satisfy themselves that sufficient design details and reliable cost figures have been obtained by them to come up with a reliable financial proposal.



1.2.5 In the Bidding Stage, a Bidder will be required to deposit, along with its Bid, a bid security of NRs. 7.5 (Seven Five) million (the "Bid Security"), refundable in general not later than 60 (sixty) days from the date of submission of performance security by the successful bidder who shall submit a Performance Security of a minimum of NRs.15 (fifteen) million under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the PIDA and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 12 (twelve) months from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the PIDA and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.6 The Concession Period of the Project will be 30 years excluding 3 years construction period and it starts from the Appointed Date (Financial Close Date achieved by the bidder (Consortium/Company - concessionaire) and it ends at the Transfer Date. The Appointed Date should not be more than 120 days after signing of concession agreement. A suitable mechanism shall be developed to control, monitor, and facilitate the (consortium/company) concessionaire's activities (e.g. survey, design, preparation of Detailed Project Report, EIA, cost estimates, construction packaging, construction process, supervision of construction, operation and maintenance, collection of rent etc.) after the concession agreement. The bidder (Consortium/Company - concessionaire) requesting minimum revenue guarantee will be termed as lowest bidder, hence selected and invited for negotiation for signing the concession agreement of this Project. Before signing, additional documents, if necessary, as per the provisions of the "Public Private Partnership Regulation 2077 BS", can be demanded from the successful bidder.



For Technical Proposal Evaluation in the RFP, the bidder (Consortium/Company) involving Nepali Contractors as equity partner shall be given preference by giving additional points in the total score in proportion to the equity share of the Nepali Contractor subject to a maximum of 10 (ten) percent. The bidder obtaining score more than 60 (sixty) percent in Technical Proposal will be qualified for opening the Financial Proposal where the request for minimum revenue guarantee is included-. For Financial Proposal in the RFP, the total evaluated amount of the financial proposal of the Consortium/Company involving Nepali Contractors shall be reduced in proportion to the equity share holding of the Nepali partner, subject to a maximum of 7 (seven) percent of the total evaluated amount.

The remaining Bids shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the PIDA may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.7 During the RFP Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.8 The draft Concession Agreement constituting a part of the Bidding Documents issued by PIDA shall be the basis for signing the Concession Agreement.

1.2.9 The proposed charges to be collected while implementing the Project and other necessary matters pertaining thereto, its conditions and responsibility shall be that of the Concessionaire. However, the provisions to be applied shall be agreed with the client prior to their implementation.

1.2.10 The PIDA reserves the right to adopt a suitable financing and implementation modality for the execution of the Project.

1.2.11 Further and other details of the process to be followed at the RFP Stage and the terms thereof will be spelt out in the RFP/Bidding Documents.

1.2.12 Any queries or request for additional information concerning this EOI shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/communications shall clearly bear the following identification/ title:



**"Queries/Clarifications/Request for Additional Information:
EOI for Lumbini Trade Centre (LTC) through Public Private Partnership (PPP) on
Lease, Build, Operate and Transfer (LBOT) basis".**

1.3 Schedule of Bidding Process

The PIDA shall endeavor to adhere to the following schedule:

Event Description

Expression of Interest (EOI) Stage

1. First day of Notice Publication: **10th July 2021**
2. Last date for receiving queries: **27th July 2021**
3. PIDA response to queries latest by: **2nd August 2021**
4. **Application Due Date: 9th August 2021**

The RFP/Bidding Stage. The following is the tentative schedule of the activities after short listing.

1. Sale of Bid Documents: **Within two** weeks after the EOI approval and notice of Short-Listing.
2. Last date for receiving queries: **21 days** after the issue of RFP
3. Pre-Bid meeting: **3 days** after the last date of receiving query.
4. PIDA response to queries latest by: **3 days** after Pre-Bid Meeting.
5. Bid Due Date: **45 days** after the issue of RFP
6. Opening of Technical Proposal: On Bid Due Date
7. Evaluation of Technical Proposal: **Within 23 days** from Bid Due Date.
8. Opening of Financial Proposal: **Within 7 days** from Technical Proposal Evaluation Result notification date.
9. Letter of Award (LOA): **Within 30 days** from the Opening of Technical Proposal
10. Validity of Bids: **12 months** from Bid Due Date
11. Signing of Concession Agreement: **Within 30 days** from LOA



2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1 The PIDA wishes to receive Applications for EOI in order to shortlist experienced and capable Applicants for the RFP Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the RFP/Bid for the Project

2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their short listing hereunder, the following shall apply:

(a) The Applicant for the Expression of Interest (EOI) Stage may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be a member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

(b) An Applicant may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than five per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than five per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company,



pension fund or a public financial. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii) a constituent of such Applicant is also a constituent of another Applicant; or
- iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
- vi) such Applicant or any Associate thereof has participated as a consultant to the PIDA in the preparation of any documents, design or technical specifications of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for Expression of Interest (EOI) Stage, an Applicant must fulfill the following conditions of eligibility:

I. Technical Capacity: Evidence of site visit and understanding of the project shall be submitted in line with evidence of copy of work order and relevant completion certificate issued by the client. Copy of completion certificate is mandatory. Applicant shall submit signed copy of bio-data of key personnel confirming that the above personnel/employee are on company payroll on a bid due and Approximate construction cost and average annual maintenance and operation cost; likely construction period; potential social and environmental issues and mitigations; indicative implementation modalities; and indicative sources of finance and financial viabilities.



The application which does not indicate, at least at a preliminary level, the Applicant's careful review of the routes and designs and the understanding of the routes and designs to be followed, based on desk studies and site visit, shall be regarded as non-compliant and shall not be further evaluated for short listing.

II. Financial Capacity: The Applicant shall have a minimum Net Worth (the “Financial Capacity”) of NPR 1.0 Billion at the close of the preceding financial year in order to be considered responsive for the evaluation for short listing.

III. Experience: For experience, the Applicant shall, over the past 10 (Ten) financial years preceding the Application Due Date, have completed a High-Rise Building, Highways, Hydropower and Bridges projects on BOT for a total cost of not less than NPR 2.0 Billion or Equivalent, with the government or government entity of any country.

The applicant's experience includes experiences of the applicant as well as companies whose shares the applicant holds as the real investor.

In case of a Consortium, the combined technical capacity, net worth, and experience of those Members, who have and shall continue to have an equity share of at least 26% (twenty-six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for the period of construction, hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the SPV;

2.2.3 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 10(ten) years in respect of the projects stated in Annex IV of Appendix I. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) certificate(s) from its statutory auditors specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to



the provisions of this Clause 2.2.3(ii). For the purposes of this EOI, net worth (the “Net Worth”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix-III.

2.2.5 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2063 (2006) (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) **Number of members in a consortium shall not exceed 5 (five). In the composition of consortium Lead member (partner) shall have more than 50% share, International member (partner) shall have more than 20% and each local member (contractor) restricting to maximum 3 nos. shall have more than 5% share but information sought in the Application may be restricted to 2 (two) members in the order of their equity contribution;**
- (b) subject to the provisions of clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of more than 50% (fifty per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, construction and O & M obligations;
- (e) An individual Applicant cannot at the same time be a member of a Consortium applying for Expression of Interest (EOI). Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for Expression of Interest (EOI);
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Joint Bidding Agreement”), for the purpose of making the Application and



Submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

- (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this EOI, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
- (iii) commit the minimum equity stake to be held by each member;
- (iv) commit that each of the members, whose experience will be evaluated for the purposes of this EOI, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the period of construction of the Project, hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV;
- (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times until the construction of the Project; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- (h) Except as provided under this EOI and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the PIDA.

2.2.6 Any entity which has been barred by the Government of Nepal or any entity controlled by it, or Development Partner from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.7 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a i) penalty by judicial authority or a judicial pronouncement or, ii) arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate .



2.2.8 In computing the Technical Capacity, Financial Capacity, and Experience of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.3, 3.2, 3.3 and 3.4, the Technical Capacity, Financial Capacity, and Experience of their respective Associates would also be eligible hereunder.

For purposes of this EOI, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.9 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at Expression of Interest (EOI) Stage;
- (c) In responding to “the EOI” submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) In case the Applicant is a Consortium, each Member should substantially satisfy the “the EOI” requirements to the extent specified herein.

2.2.10 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the PIDA during the EOI Stage.



2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the PIDA during the RFP Stage, only where:

- (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
- (b) the Lead Member continues to be the Lead Member of the Consortium;
- (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the EOI criteria for Applicants; and
- (d) The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the PIDA and must be approved by the PIDA in writing.

2.3.4 The modified / reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) i of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process. The PIDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Applicants are required to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, topography, engineering geology, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and **possible improvements in the proposed site & designs**, and any other matter considered relevant by them.



2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the EOI;
- (b) received all relevant information requested from the PIDA;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of the PIDA relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The PIDA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI/RFP documents or the Bidding Process, including any error or mistake therein or in any information or data given by the PIDA.

2.7 Right to accept or reject any or all Applications/ Bids

2.7.1 Notwithstanding anything contained in this EOI, the PIDA reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 The PIDA reserves the right to reject any Application and/ or Bid if: (a) at any time, a material misrepresentation is made or uncovered, or (b) the Applicant does not provide, within the time specified by the PIDA, the supplemental information sought by the PIDA for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Proposal (RFP Stage) has been opened and the Bidder who has the lowest evaluated combined cost over the concession period gets disqualified/ rejected, then the PIDA reserves the right to:

- (i) invite the remaining subsequent Bidders in order of their ranking (RFP Stage) they secured to match the Lowest evaluated Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the PIDA, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the PIDA, that one or more of the EOI conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary



contained therein or in this EOI, be liable to be terminated, by a communication in writing by the PIDA to the Applicant, without the PIDA being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the PIDA may have under this EOI, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The PIDA reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI. Any such verification or lack of such verification by the PIDA shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the PIDA there under.

B. DOCUMENTS

2.8 Contents of the EOI

This EOI comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10. Invitation for Expression of Interest the “EOI”

- Section 1. Introduction,
- Section 2. Instructions to Applicants,
- Section 3. Criteria for Evaluation,
- Section 4. Fraud & Corrupt Practices,
- Section 5. Pre Application Conference, and
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Application Annex I
 - Details of Applicant Annex II
 - Technical Capacity Forms Annex III
 - Financial Capacity Forms Annex IV
 - Related Experience Forms
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Project specific Evaluation Criteria
- VI. Project Description



2.9 Clarifications

2.9.1 Applicants requiring any clarification on the EOI may notify the PIDA in writing or by fax and e-mail in accordance with Clause 1.2.12. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The PIDA shall endeavor to respond to the queries within the period specified therein, but no later than 8 (eight) days prior to the Application Due Date. The responses will be sent by fax and/or e-mail. The PIDA will forward all the queries and its responses thereto, to all purchasers of the EOI without identifying the source of queries.

2.9.2 The PIDA shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the PIDA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the PIDA to respond to any question or to provide any clarification.

2.9.3 The PIDA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the PIDA shall be deemed to be part of the EOI. Verbal clarifications and information given by PIDA or its employees or representatives shall not in any way or manner be binding on the PIDA.

2.10 Amendment of EOI

2.10.1 At any time prior to the deadline for submission of Application, the PIDA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the EOI Document.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the PIDA may, in its sole discretion, extend the Application Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to the EOI and RFP Process (Bidding Process) shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated by the authorized notary. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.



2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this EOI in the formats given in the APPENDICES I to IV to this EOI Document along with relevant additional supporting documents. The PIDA will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of Documents required to be submitted along therewith pursuant to this EOI) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Application, along with Documents required to be submitted along therewith pursuant to this EOI, marked “COPY”. The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD) in electronic version. In the event of any discrepancy between the original, the copy and the CD copy, the original shall prevail.

2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be properly bound together.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially as per the format at Appendix-IV;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;



- (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and
- (vii) Any other sector or project-specific requirement that may be specified by the PIDA.

Each of the envelopes shall clearly bear the following identification:

“Application for Short-listing (the EOI Stage): Lumbini Trade Centre (LTC) (the “Project”) through Public-Private Partnership (the “PPP”) on Lease, Build, Operate and Transfer (the LBOT”) basis. And shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

ATTN. OF: Mr. Dhruva Majagaiyan

(Chief Executive Officer)

Provincial Infrastructure Development Authority

Lumbini Province, Rapti valley (Deukhari), Dang

Tel No. +977 82 412074 / 75

2.13.4 If the envelopes are not sealed and marked as instructed above, the PIDA assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.14 Application Due Date

2.14.1 Applications should be submitted before 12.00 hours NST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this EOI Document.

2.14.2 The PIDA may, in its sole discretion, extend the Application Due Date by issuing a Public Notice through some National Dailies or Addendum in accordance with Clause 2.10.



2.15 Late Applications

Applications received by the PIDA after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the PIDA prior to the Application Due Date and time.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the PIDA, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

2.17.1 The PIDA shall open the Applications at 13 hours NST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend. But their absence will not impede the opening of Applications.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The PIDA will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 Applicants are advised that Short-listing of Applicants will be entirely at the discretion of the PIDA. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Application shall not in any way be construed as binding on the PIDA, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.6 The PIDA reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the PIDA may, in its sole discretion, exclude the relevant project from evaluation of the Application.



2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the PIDA in relation to or matters arising out of, or concerning the Bidding Process. The PIDA will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The PIDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the PIDA or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the PIDA shall determine whether each Application is substantially responsive to the requirements of the EOI Document. An Application shall be considered responsive only if:

- (a) It is received as per format at Appendix-I.
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14;
- (c) it is signed, sealed, properly bound together, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this EOI Document;
- (f) it contains information in formats same as those specified in this EOI document;
- (g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the EOI document for each Eligible Project;
- (h) it contains an attested copy of the receipt for payment of NPR. 150,000 (Nepalese Rupees One Hundred Fifty thousand only)] to PIDA towards the cost of the EOI document;
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5(g);
- (j) it does not contain any condition or qualification or reservation; and
- (k) It is not non-responsive or non-compliant in terms hereof.
- (l) It has the evidence of Site Visit and understanding.

2.19.2 The PIDA reserves the right to reject any Application which is non-responsive/non-compliant and no request for alteration, modification, substitution or withdrawal shall be entertained by the PIDA in respect of such Application.



2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the PIDA may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the PIDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the PIDA may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the PIDA.

E. SHORTLISTING AND BIDDING

2.21 Short-listing and notification

After the evaluation of EOI Applications, the PIDA will prepare short-list up to six top ranking Applicants (the “Bidders”) who will be eligible for participation in the RFP Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein. At the same time, the PIDA will notify the other Applicants that they have not been shortlisted. The PIDA will not entertain any query or clarification from Applicants who fail to shortlist.

2.22 Submission of RFP Document

Only shortlisted Applicants shall be invited by the PIDA to submit their RFP document in the form and manner to be set out in the RFP /Bidding Documents for the Project.

2.23 Proprietary data

All documents and other information supplied by the PIDA or submitted by an Applicant to the PIDA shall remain or become the property of the PIDA. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The PIDA will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this EOI Document, the PIDA shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.



3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and Clause 2.19 for Responsiveness above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability shall be established by the following parameters:

- (a) Technical Capacity;
- (b) Financial Capacity;
- (c) Experience

The Technical Capacity shall be based upon the i) Machinery & Equipment such as High-rise building construction equipment, Earthmoving equipment, and Paving equipment, ii) Manpower such as Building Design Team (architect, Structural engineer, civil engineers, Surveyor, Foundation/Geotechnical Design Team, Construction Engineering and Management Team, and Maintenance and Operation and Electromechanical Team that are permanently employed or are being taken from the resources pool.

It is expected that the bidder shall be better equipped technologically to identify the most viable design while not compromising the minimum standards set out in this document. The project is to be completed within three years from the date of concession agreement. The operation period shall start immediately after the completion of constructions.

Evidence of site visit and understanding of the project shall be submitted by providing a brief description of the location of the building and possible alternatives or improvements; applicant's approach to design in respect of high-rise commercial building; approximate construction cost and average annual maintenance and operation cost; likely construction period; potential social and environmental issues and mitigations; indicative implementation modalities; and indicative sources of finance and financial viabilities.



The EOI Application which does not indicate, at least at a preliminary level, the Applicant's careful review of the routes and designs and the understanding of the routes and designs to be followed, based on desk studies and site visit, shall be regarded as non-compliant and shall not be further evaluated for short listing.

The Financial Capacity shall be based on:

- i) Cash Flow
- ii) Credit Line
- iii) Fixed Assets and net worth
- iv) Annual Turnover

Applications not providing the evidence of net worth of a minimum of NPR 1.0 billion shall be regarded as non-complaint and shall not be evaluated for short listing.

(c) Related experience in undertaking an infrastructure project.

Experience of BOOT/BOT in Infrastructures like high-rise buildings, Highways and Bridges and Highway Hydropower or similar Civil structures in the last 10 years. Applications not fulfilling the minimum requirement of experience of such projects of NPR 2 Billion under BOOT/ BOT in the last 10 years shall be regarded as non-complaint and shall not be evaluated for short listing.

The Applicant must first understand the site, design approaches, and possible alternatives before preparing his/her technical and financial capacity statements as per Appendix I, Annex II, III and IV.

The details of criteria and scores are given in Appendix V.

3.2 Technical Capacity for purposes of evaluation

3.2.1 Technical capacity shall be demonstrated by the Applicant as per 3.1.2 above and by submitting details and forms as per the Annex II in Appendix I of the EOI document.

3.3 Financial information for purposes of evaluation

3.3.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.

3.3.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the



Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.3.3 The Applicant must establish the minimum Net Worth, specified in Clause 2.2.2 (II), and provide details as per format at Annex-III of Appendix-I.

3.3.4 Financial capacity shall be demonstrated by the Applicant as per 3.1.2 above and by submitting details and forms as per the Annex III in Appendix I of the EOI document.

3.4 Details of Experience

3.4.1 The Applicant should furnish the details of Eligible Experience as per Annex IV of Appendix I for the last Ten (10) financial years immediately preceding the Application Due Date.

3.4.2 The Experience shall be demonstrated by the Applicant as per 3.1.2 above and by submitting details and forms as per the Annex IV in Appendix I of the EOI document.

3.4.3 A project cited for LBOT experience may be a project carried out on any of the BOT, BTO, DFBOT, BOO, BOOT or other similar modalities basis for providing its output or services to a sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. A project cited for any infrastructure on BOT or non-BOT may be any project on Building, airport, road and highway, bridges, railway, hydropower, urban development and etc.

3.4.4 The Applicant shall quote experience in respect of a particular project considering that the Applicant (either individually or along with a member of the Consortium) only quote a project only once even though it may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form. The Applicant must have completed Buildings, highways, Hydropowers and major bridges projects of 2 Billion or more within last Ten (10) financial years under BOT (Build, Operate and Transfer including financing), BOOT (Build Own, Operate and Transfer) , BOO (Build Own and Operate) or BTO (Build, Transfer and Operate) modality .

3.4.5 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.4.6 Construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.



3.5 Short-listing of Applicants

The Applicants who meet the eligibility as per clause 2.2.2 and technical and financial capacity and experience requirements as specified in clause 3 shall be considered for short-listing process.

For the short listing, the bidder (Consortium/Company) involving Nepali Contractors as equity partner shall be given preference by giving additional points in the total score in proportion to the equity share of the Nepali Contractor subject to a maximum of 10 (ten) percent.



4. FRAUD AND CORRUPT PRACTICES

4.1 Anticorruption related laws require that GoN's officials (including beneficiaries of funds), as well as bidders, suppliers, and contractors and their sub-contractors under GoN/GOP/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;

(a) defines, 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.
- (v) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a 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
 - (bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under sub-clause 4.5 below.
- (b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract 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.

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

- (a) give or propose improper inducement directly or indirectly,
- (b) distortion or misrepresentation of facts,
- (c) engaging in corrupt or fraudulent practice or involving in such act,
- (d) interference in participation of other competing bidders,
- (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,
- (g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

4.3 Without prejudice to any other rights of the Employer, GoN may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct on the following grounds and seriousness of the act committed by the bidder:

- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

4.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.

4.5 The bidder shall permit the GoN/DP to inspect the bidder's accounts and records relating to the performance of the bidder and to have them audited by auditors appointed by the GoN/DP, if so, required by the GoN/DP.



5. PRE-APPLICATION CONFERENCE

5.1 A **Pre-Application Conference** of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the EOI document shall be allowed to participate in the Pre-Application Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

5.2 During the course of Pre-Application Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the PIDA. The PIDA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of Nepal and the Courts in Nepal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The PIDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;

(c) short-list or not to short-list any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;

(d) retain any information and/ or evidence submitted to the PIDA by, on behalf of, and/ or in relation to any Applicant; and/ or

(e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the PIDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



APPENDIX I

Dated:

Letter Comprising the Application for EOI (Refer Clause 2.13.2)

Sub: Application for EOI for Lumbini Trade Centre (LTC) through Public Private Partnership (PPP) on Lease, Build, Operate and Transfer (LBOT) basis

Dear Sir,

With reference to your EOI document dated, ... I/we, having examined the EOI document and understood its contents, hereby submit my/our Application for Short- listing for the aforesaid project. The Application is unconditional and unqualified.

1. I/ We acknowledge that the PIDA will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to V of Appendix I is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of Short-listing as a Bidder for the [development, procurement, construction, operation and maintenance, transfer etc] of the aforesaid Project.
3. I/ We shall make available to the PIDA any additional information it may find necessary or require to supplement or authenticate the Qualification (EOI) statement.
4. I/ We acknowledge the right of the PIDA to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by



any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the EOI document, including any Addendum issued by the PIDA.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) of the EOI document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, or obstructive practice, as defined in Clause 4 of the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with the PIDA or any other public sector enterprise or any government; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, collusive practice, or obstructive practice.
7. I/ We understand that you may cancel the EOI Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to RFP Stage for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.7.1; 2.17.6 of the EOI document.
8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the EOI document and are/ is qualified to submit a Bid.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for shortlisting.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, Nepal, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government, (GoN or GOP) or convicted by a Court of Law.



12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI document; we shall intimate the PIDA of the same immediately.
14. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the EOI document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the EOI document, are also enclosed.
15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Companies Act, 2063 (2006) or shall incorporate as such prior to execution of the Concession Agreement.
16. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified by the Project in due course of time.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the PIDA in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. I/ We agree and undertake to abide by all the terms and conditions of the EOI Document.
19. I/ We certify that in terms of the EOI, my/our Net worth is NRs. (NRs. in words).
20. I/ We agree that matters not covered in this EOI document shall be in accordance with "Public Private Partnership Act, 2075 BS" and "Public Private Partnership Regulation 2077 BS".



21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement [*Omit if the Applicant is not a Consortium*]

In witness thereof, I/ we submit this application under and in accordance with the terms of the EOI document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member



Annex I- Details of Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in Nepal:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the PIDA:
 - (a) Name:
 - (b) Designation: (c) Company:
 - (d) Address:
 - (e) Telephone Number: (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.5(g) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role [*] {Refer Clause .2.5(d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.5(a), (c) & (g)}
1			
2			
3			



*

The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 3 at Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):



Annex II- Technical Capacity Forms

Evidence of site visit and understanding of the project shall be submitted by providing a brief description of the Site Location and possible alternatives or improvements; applicant's approach to design in respect of high-rise multi-storied building; approximate construction cost and average annual maintenance and operation cost; likely construction period; potential social and environmental issues and mitigations; indicative implementation modalities; and indicative sources of finance and financial viabilities.

The proposal which does not indicate, at least at a preliminary level, the Applicant's careful review of the master plan prepared by PIDA and the understanding of scale of project and designs to be followed, based on desk studies and site visit, shall be regarded as non-compliant and shall not be further evaluated for short listing.

Along with the evidence of site visit and understanding, Technical information, as per the forms below duly filled, shall be provided by the Applicant.

Table T.1 Construction Equipment

(To be completed separately for each Consortium with 26 % or more equity)

S.N.	Type/Name of Equipment	Capacity	Quantity, Nos.	Age Or Hours Used	Remarks
1	Tower Crane				
2	Drilling rigs				
3	Dozer				
4	Loader/Excavator				
5	Plumb Laser				
6	Platforms, Chute and Lift				



Table T.2 Design Team
(To be completed separately for each Consortium with 26 % more equity)

S.N.	Type of Experts	Nos.	Years of Experience	Permanent Staff or resource pool expert
1	Senior Architects			
2	Senior Landscape Architect			
3	Senior Interior Designer			
4	Structural Engineers			
5	Fire Safety engineer			
5	Sanitary Engineers			
6	HVAC Engineer			
7	Geo Technical Engineer			
8	Electro-mechanical Engineer			
9	Civil Engineers with experience on construction of high -rise buildings			

Note: Senior means more than 5 years' experience

Table T.3 Construction Team
(To be completed separately for each Consortium with 26 % more equity)

S.N.	Type of Experts	Nos.	Years of Experience	Permanent Staff or resource pool expert
1	Senior Design Engineer			
2	Senior Architects			
3	Structural Engineers			
4	Sanitary Engineers			
5	HVAC Engineer			
6	Electro-mechanical Engineer			
7	Civil Engineers with experience on construction of high -rise buildings			
8	Safety Engineer			
9	Senior Project Manager			
10	Senior Construction manager			

Note: Senior means more than 5 years' experience



Table T 4. Operation and Maintenance and Electro-mechanical Team

(To be completed separately for each Consortium with 26 % more equity)

S.N.	Type of Experts	Nos.	Years of Experience	Permanent Staff or resource pool expert
1	Senior Engineer with experience in Elevator's repair and maintenance			
2	Senior Engineer with experience in Operation and maintenance of electro-mechanical installations in high rise buildings.			
3	Plaza Operation Manager			
4	HVAC system Operation & Maintenance Engineer			
5	Sanitary and water supply Maintenance Engineer			



Annex III- Financial Capacity Forms

Table F-1 Financial Capacity of the Applicant
(Refer to Clauses 2.2.3 (ii) and 3.3 of the EOI)

(In NPR in million)

Applicant type ^s	Member Code [£]	Net Cash Accruals					Net Worth [€]
		Year 1	Year 2	Year 3	Year 4	Year 5	
Single entity Applicant							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
TOTAL							

Table F-2 Financial Capacity of the Applicant
(Refer to Clauses 2.2.2(II), 2.2.3 (ii) and 3.3 of the EOI)

(In NPR in million)

Applicant type ^s	Member Code [£]	Amount of Loan Proposed for the Project	Agencies Providing Loan to the Project	Basis of Loan	Timing of Loan	Remarks
Single entity Applicant						
Consortium Member 1						
Consortium Member 2						
Consortium Member 3						
TOTAL						



Name & address of Applicant's Bankers:

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz.

LM means Lead Member,

TM means Technical Member,

FM means Financial Member,

OMM means Operation & Maintenance Member; and

OM means Other Member.

In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.

The Applicant should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.8.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Date. The financial statements shall:
 - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
 - (b) have been audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit after Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.10.
5. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.5(g) of the EOI document.
6. The applicant shall also provide the name and address of the Bankers.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 (ii) of the EOI document.



Annex IV- Related Experience Forms

The Applicant must provide the Details of Eligible Projects, the Certifications and the duly filled Tables E-1, E-2, E-3 given below.

Details of Eligible Projects

(Refer to Clauses 3.4.3 of the EOI)

Project Code:Member Code:.....

Item	Particulars of the Project
Title & nature of the project	
Technical details (conforming to the criteria set out in Annex V)	
Entity for which the project was constructed/ developed	
Location	
Project cost (in NPR million)	
Date of commencement of project/ contract	
Date of completion/commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	



Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 of the EOI, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application.
2. A separate sheet should be filled for each Eligible Project.
3. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
4. Provide the capital cost of Eligible Project.
5. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
6. Certificate from the Applicant’s statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.
7. Applicant claiming experience for construction works should provide a **Certificate from the Statutory Auditor/ Client regarding construction works** or the client in the format below.
8. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.8, the Applicant should also provide a **Certificate from Statutory Auditor/ Company Secretary regarding Associate** in the format below.
9. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.



Certificate from the Statutory Auditor/ Client regarding construction works

Based on its books of accounts and other published information authenticated by it, {this is to certify that..... (name of the Applicant/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)}. The construction of the project commenced on (date) and the project was commissioned on (date, if any). It is certified that (name of the Applicant/Member/ Associate) received/paid NPR. million by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is US\$. mil.(NPR million), of which the Applicant/Member/Associate received/paid NPR..... million during the past five financial years as per year-wise details noted below:

.....

.....

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.- this certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium }.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory). Date:



Notes:

1. Statutory auditor means the entity that audits and certifies the annual accounts of the company.
2. In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, the language above may be modified to read: “ this is to certify that (name of Applicant/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly, by (name of Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the EOI.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory). Date:

Notes:

1. In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.



2. In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

Table E-1 Experience/ Completed Buildings under BOOT/BOT

(To be completed separately for each Consortium with 26 % or more equity)

S.N.	Name of BOOT/BOT Projects	Type and scale/size of Infrastructure	Years of Construction	Cost of Actual Constructions
1				
2				
3				
4				

Table E-2 Experience / Completed other than building projects under BOOT/BOT

(To be completed separately for each Consortium with 26 % or more equity)

S.N.	Name of BOOT/BOT Projects	Type and scale/size of Infrastructure	Years of Construction	Cost of Actual Constructions
1				
2				
3				
4				



Annex V- Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the EOI document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the EOI Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.



APPENDIX II: Power of Attorney for Application

Power of Attorney for signing of Application

(Refer Clause .2.4)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us / the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Short-listing(EOI Stage) and submission of our bid for proposed or being developed by the “PIDA” including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the PIDA, representing us in all matters before the PIDA, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the PIDA in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the PIDA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and



things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF

For

.....

(Signature, name, designation and address)

Witnesses:

1. (Notarized)
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *The document shall be notarized by the Embassy of Nepal or the appropriate notary in the jurisdiction where the Power of Attorney has been executed.*



APPENDIX III: Power of Attorney for Lead Member

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.4)

Whereas the Provincial Infrastructure Development Authority (“the PIDA”) has invited applications from interested parties for Lumbini Trade Centre (LTC), Butwal (the “Project”).

Whereas,,,
and

..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the EOI Document, Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at,
M/s.

..... having our registered office at, M/s..... having
our registered office at, and having our registered
office at, (hereinafter collectively referred to as the Principals”) do
hereby irrevocably designate, nominate, constitute, appoint and authorize



M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the short- listing of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the PIDA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the PIDA.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF

For

Signature.....

(Name & Title)

For



(Signature)

(Name & Title)

For

(Signature).....

(Name & Title)

Witnesses:

1.

2.

..... (Executants)

(Name & Title)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.
- The document shall be notarized by the Embassy of Nepal or the appropriate notary in the jurisdiction where the Power of Attorney has been executed.



APPENDIX IV: Joint Bidding Agreement

Joint Bidding Agreement

(Refer

Clause 2.13.2)

THIS JOINT BIDDING AGREEMENT is entered into on this the ... day of20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2063(2006)} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2063(2006)} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2063(2006)} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND



4. {..... Limited, a company incorporated under the Companies Act, 2063(2006)} and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

[The number of Parties will be shown here, as applicable, subject however to a maximum of 5 (five)]

WHEREAS,

- (A) Provincial Infrastructure Development Authority, Lumbini Province (hereinafter referred to as the “PIDA”) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Notice for Expression of Interest (EOI) No. dated (the “EOI”) for short-listing of bidders for development, procurement, construction, operation and maintenance (O&M) of Lumbini Trade Centre (LTC), Butwal (the “Project”) through public private partnership (PPP) on Build, Operate and Transfer (BOT) Basis.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the EOI document and other relevant bid documents in respect of the Project, and
- (C) It is a necessary condition under the EOI document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI document.



2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the EOI Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate Special purpose vehicle (the SPV) in conformity with the prevailing Acts of Nepal for entering into a Concession Agreement with the PIDA and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- c) Party of the Third Part shall be the {Financial Member of the Consortium; and}



- d) Party of the Fourth Part shall be the {Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the EOI Document, RFP Document and the Concession Agreement if available, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second
Party:

{Third
Party:}

- 6.2 The Parties undertake that it shall at no time undertake or permit any Change of Ownership except in accordance with the provisions of the Concession Agreement and that the {selected bidder/Consortium Members}, together with



{its/their} Associates hold not less than 51% (fifty-one percent) of its issued and paid-up Equity as on the date of this Agreement and up to the COD, and that no member of the Consortium whose technical and financial capacity was evaluated for the purpose of EOI and RFP shall hold less than 26% (twenty-six per cent) of such equity during the Construction Period.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

II. violate any Applicable Law presently in effect and having applicability of it;

III. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

IV. violate any clearance, permit, concession, grant, license or

V. other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which



such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

VI. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not short-listed for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not short-listed or upon return of the Bid Security by the PIDA to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of Nepal.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the PIDA.



(Name)

(Designation)

(Address)

(Name)

(Designation)

(Address)

In the presence of:

2.

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- For a Joint Bidding Agreement executed and issued overseas, the document shall be notarized by the Embassy of Nepal or the appropriate notary in the jurisdiction where the Power of Attorney has been executed.



APPENDIX V: Evaluation Criteria

Evaluation Criteria for short-listing potential investors for Lumbini Trade Centre Project through Public Private Partnership (PPP) on Lease, Build, Operate and Transfer (LBOT) basis

1 Basic Evaluation Criteria

1.1 The number of marks to be given under each of the Proposal in the evaluation criteria shall be divided on the following basis :

	<u>Marks/Weight</u>
• Technical capability	40
• Financial capability	40
• Experience in the related projects	20

1.2 The proposal must secure a minimum of 60% in total to qualify for short listing. The breakdown of the weight is given in the Table C1 below

Table C1. Break down of the Weights of Evaluation Criteria

Description		Marks
a)	Fulfillment of document to be submitted as given below-2	Mandatory
b)	i. Technical team as per requirement -10 ii. Construction Team-15 iii. Operation Team-10 iv. Equipment-5	40



It must be noted that applicants shall submit documentary evidence of copy of work order and relevant completion certificate issued by the client in support of above technical bid evaluation criteria duly certified/attested by chartered engineer/Notary public. Copy of completion certificate is mandatory. Applicant shall submit signed copy of bio-data of key personnel confirming that the above personnel/employee are on company payroll on a bid due date, work completion certificate of similar nature issued by the client, and applicant shall submit brief report on site visit and understanding of the project by providing a brief description of Methodology for execution of the project. The bidder shall give 3D presentation on concept plan and methodology, overall layout, elevation, aesthetics, façade treatment and utilization of space and provision for future expansion etc. in line with the master plan prepared by PIDA and scope of the project so as to have a comprehensive idea about proposed building. While submitting EOI report along with proposal containing details of the project, profile of the proponent along with financial and technical capacity, preliminary feasibility report of the project, proposed business plan, technology to be involved in the project and details of the benefit to be obtained from the project.

Applicant's approach to design in respect of high-rise buildings approximate construction cost and average annual maintenance and operation cost; likely construction period; potential social and environmental issues and mitigations; indicative implementation modalities; Implementation work schedule and indicative sources of finance and financial viabilities.

The proposal which does not indicate, at least at a preliminary Level, the Applicant's careful review of the master plan prepared by PIDA and municipality by-laws for building design and planning's. based on desk studies and site visit, shall be regarded as non-compliant and shall not be further evaluated for short listing.

2	Financial	40
	Cash Flow	10
	Credit Line	10
	Fixed Asset	10
	Turn Over	10



3	Experience of Commercial Buildings, Highways, and Bridges Projects within last 10 years under LBOT/BOOT/BOT. (Only one high scoring project will be considered.) <ol style="list-style-type: none">1. High Rise building >20 Storey-202. High rise building 10-20 storey- 103. Other projects (Highway, bridge, hydropower)-5	20
---	--	----

Note: The evaluation criteria for RFP will be more elaborative and may differ.

For EOI evaluation, the Consortium/Company involving Nepali Contractors as equity partner shall be given preference by giving additional points in the total score in proportion to the equity share of the Nepali Contractor subject to a maximum of 10 (ten) percent.

2 Documents to Submit (refer section 3 of EOI document)

2.1 Evidence of Technical capacity in Equipment and Manpower for Survey, Design, and Construction, Maintenance and Operation Manpower related to the proposed project as per the forms in Appendix I. Annex II-Technical Capacity, Tables 1 to 4 along with evidence of site visit and understanding; Evidence of Financial Capacity as per Appendix I, Annex III Financial Capacity, Tables F1 and F2; Evidence of Related Experience as per Appendix I, Annex IV, Tables E1, E2, and E3. The following documents shall be submitted in addition to the above Tables.

- Plinth area, Height / Story of the Buildings undertaken constructed during the last Ten (10) years
- Details of number of Elevators, HVAC system (centralized or isolated), sanitary and water supply systems constructed for the buildings during the last Ten(10) years
- Evidence of experience in either DPR or master plan or detailed engineering for infrastructure projects.



- Employment record of fulltime experts of design and engineering company
- Annual capacity of construction or Turnover in the last five years
- Employment record of fulltime experts of construction company
- List of Machineries and equipment owned by construction company
- Evidence of capacity in Operation & Maintenance of Buildings
- Evidence of capacity of the applicant's Project Investment and Project Management Service (as of year 2013)
- The investment approval documents issued by the government or the investment agreement with the government.
- Project information including the total project cost
- Evidence of capacity in Project Financing
- The largest amount of project financing arranged or facilitated for one (1) investment project
- Total amount of project financing arranged or facilitated during the last five (five) years.
- Evidence of participation of Project Partnering Companies
- Letters of Intent issued by each of project partnering companies
- Company Profiles of each of project partnering companies
- Consortium agreement or a memorandum of agreement of engineering firms in case of consortium for the design & engineering
- Evidence of the Registration and Financial Status of the applicant
- Company registration certificate of the applicant
- Audited balance sheets and financial statement of the applicant and project partnering companies for the years 2020, 2019, 2018, 2017, 2016
- Any documents and certificates indicating credit of applicant.
- Other information
- Joint Venture information if applicable
- Organizational Structure for the project execution
- Other relevant resources and information for the investment, project financing, design & engineering, construction, operation & maintenance for the "Project"



APPENDIX VI: Project Description and Conceptual Design



Government of Province
Lumbini Province

Provincial Infrastructure Development Authority
Rapti Valley, Dang

PROJECT DESCRIPTIONS AND CONCEPTUAL DESIGN **of Lumbini Trade Centre at Butwal**



Introduction:

Proposed commercial complex (**LUMBINI TRADE CENTRE**), a model project to be implemented with Public Private Partnership (PPP) model in Butwal. It is expected to be a new model project on capital mobilization and making city economy more dynamic. Building By-law is a legal tool used to regulate coverage, height, building bulk and architectural design and construction aspect of buildings so as to achieve orderly development of an area. It is mandatory in nature and serve to protect building against fire, earthquake, noise, structural failure, and other hazards. In Nepal, the existing building by-laws do not have proper regulation for high rise buildings construction in dense urban area.

General:

Special permission/approval is required by Butwal Sub-Metropolitan for this business complex to proceed for the selection of investor (private party) and ensure further approval on Detailed Project Report (DPR) which will be prepared by the investing party based on this conceptual design. Unless the context otherwise requires the definition given shall have the meaning indicated against them as given below viz. regulation regarding coverage, FAR, Set-back, open space, height, number of stories, and parking standards etc. The special permission/approval required in the aforesaid regulation is only for design and construction of Lumbini Trade Center (LTC) located at the north of Lumbini Provincial Hospital near the Puspa Lal chowk.

Definitions:

“Access”- A clear approach to a plot or a building

“Area”- In relation to a building means the surface of a horizontal section made at the plinth level inclusive of the external walls.

“Basement”- The lower storey of a building, below or partly below the ground level with one or more than one level.

“Building”- A structure constructed with any materials what so over for the purpose of people’s commercial and human habitations and includes.

- Foundation, plinth, walls, floors, roofs, building services
- Verandahs, balcony, cornices, projections etc.

“Building Height”- The vertical distance measured above ground level.

- In the case of flat roofs from the average level of the front road and continuance to the highest point of the roof



Architectural features serving no other function except that of decoration shall be excluded for the purpose of measuring heights. The height of the building shall be taken up to terrace level for the purpose of fire safety requirements.

“Covered Area”- The ground area covered immediately above the plinth level covered by the building

“Floor Area Ratio (FAR)”- The number obtained by dividing total floor area of building with total plot area.

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Total Covered Area of all Floors}}{\text{Total Plot Area}}$$

“Light Plane”- The plane lying between the line of intersection of the floor of any room in a building with the outer surface or exterior wall of the building and the straight line drawn upwards and outwards from those lines drawn upward and outward from line perpendicular thereto at an angle of 63.5deg.

“Open Space”- An area forming an integral part of a site left open to the sky.

“Parapet”- A low wall or railing built along the edge of a roof or a floor.

“Permission or Permit”- A valid permission or authorization in writing by the competent Authority to carryout development or a work regulated by the Bye-Laws.

“Plinth”- The portion of a structure between the surface of the surrounding ground and surface of the floor immediately above the ground.

“Plinth Area”- The built-up covered area measured at the floor level of the basement or of any storey.

“Plot/ Site”- A parcel or piece of land enclosed by definite boundaries.

“Road/Street”- Any highway, street, lane, pathway, alley, stairway, passageway carriageway, footway, square, place or bridge whether a thorough-fare or over which the public have a right of passage.

“Road/Street Line” -The line defining the side limits of a road/street.

“Set-back Line”- A line usually parallel to the plot boundaries or center line of a road and laid down in each case

“Site Depth”- The mean horizontal distance between the front and rear site boundaries.

“Site Plan” – A detailed Plan showing the proposed placement of structures, parking areas, open space, landscaping, and other development features, on a parcel of land, as required

EXISTING regulations:

Actual Land Area: 4652.55 sq.m. (13 *kattha* 15 *Dhur*)



- Permissible Ground Coverage: (50%): 2326.27 sq. m. (25,007.45 sq.ft) as per clause 3.7 of “भवन निर्माणको नमुना मापदण्ड”
- Floor Area Ratio (FAR): 3.5 as per clause 3.7 of “भवन निर्माणको नमुना मापदण्ड”

TECHNICAL ASPECTS OF PROPOSED BUILDING:

- Actual ground coverage: 1733.47 sq.m. (37% of Total area)
- Total Area of floors: 34669.4 sq.m. (Calculated as per conceptual design)
- Floor Area Ratio (FAR): 7.45 (Calculated)

SPECIAL PERMISSION/APPROVAL FOR LAND MARK BUILDING:

Butwal Sub-metropolitan city has recently published a gazette (राजपत्र) regarding the rules and regulation for the building to be built within the sub-metro. According to the clause 6.5.5 of the gazette, there will not be any restriction for the land mark high rise building on minimum by-law's standard such as FAR, land coverages etc. This privilege will be given to this building which will be constructed through LBOT contract.

Note: The above data is based on the prepared conceptual design, see on annex.



Annex:

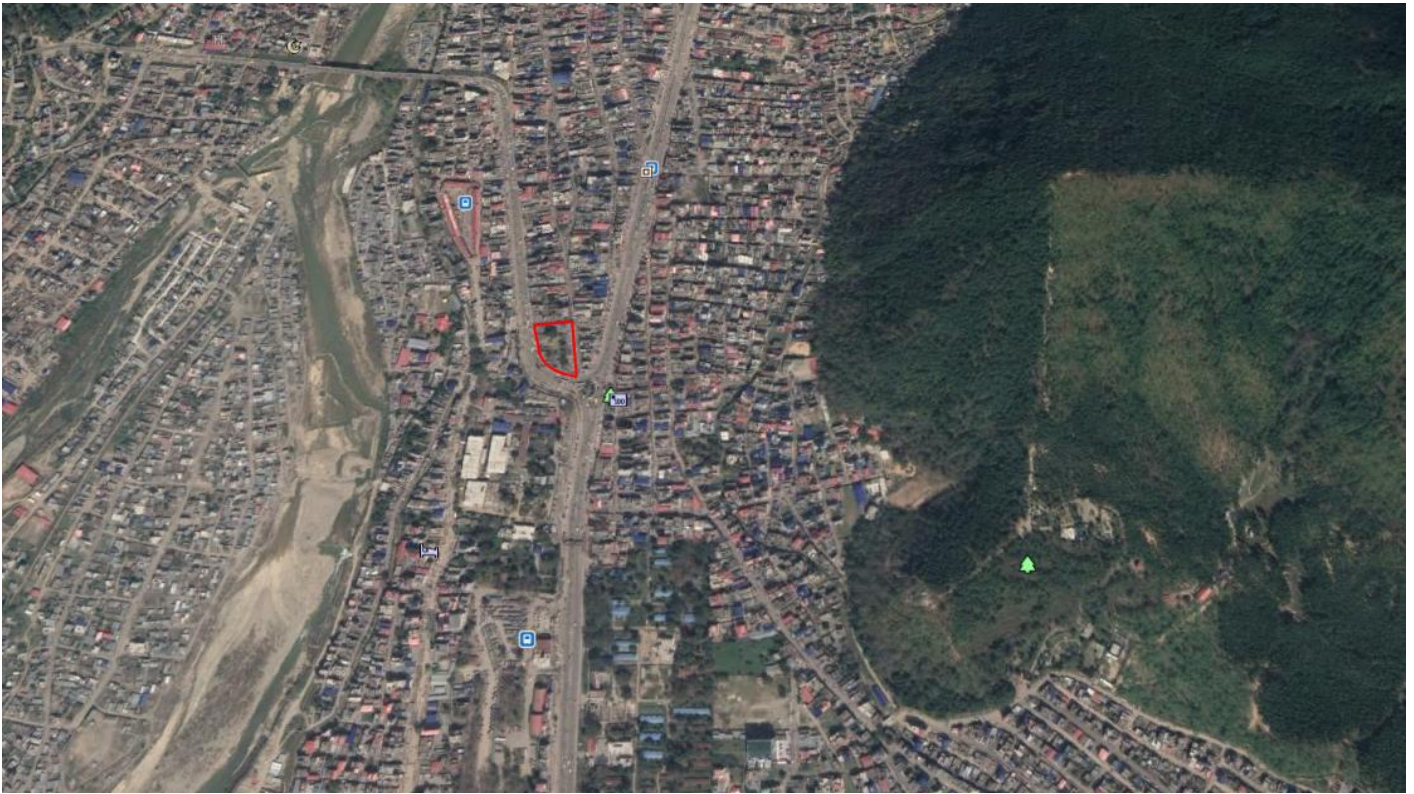


Fig: Location Plan



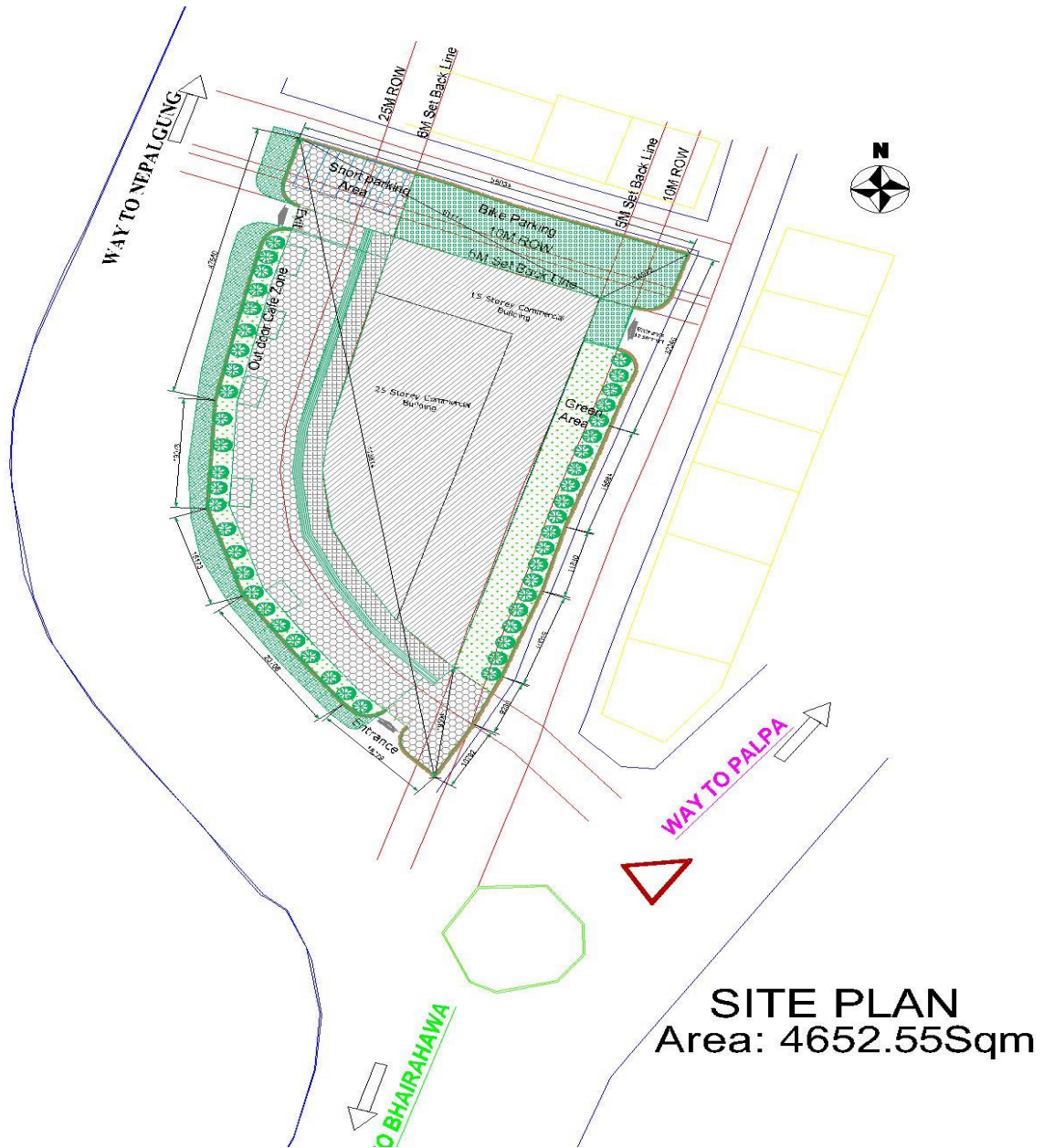
Conceptual Design of LTC:

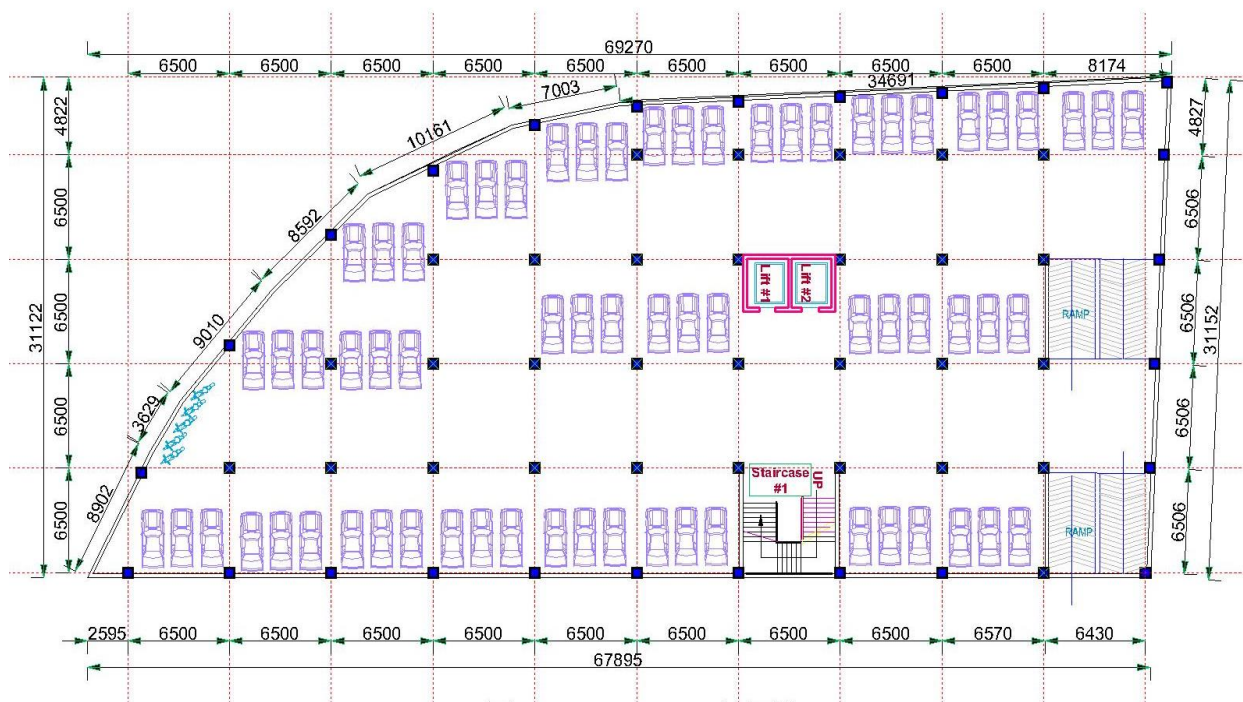




North –West
View

Proposed LTC



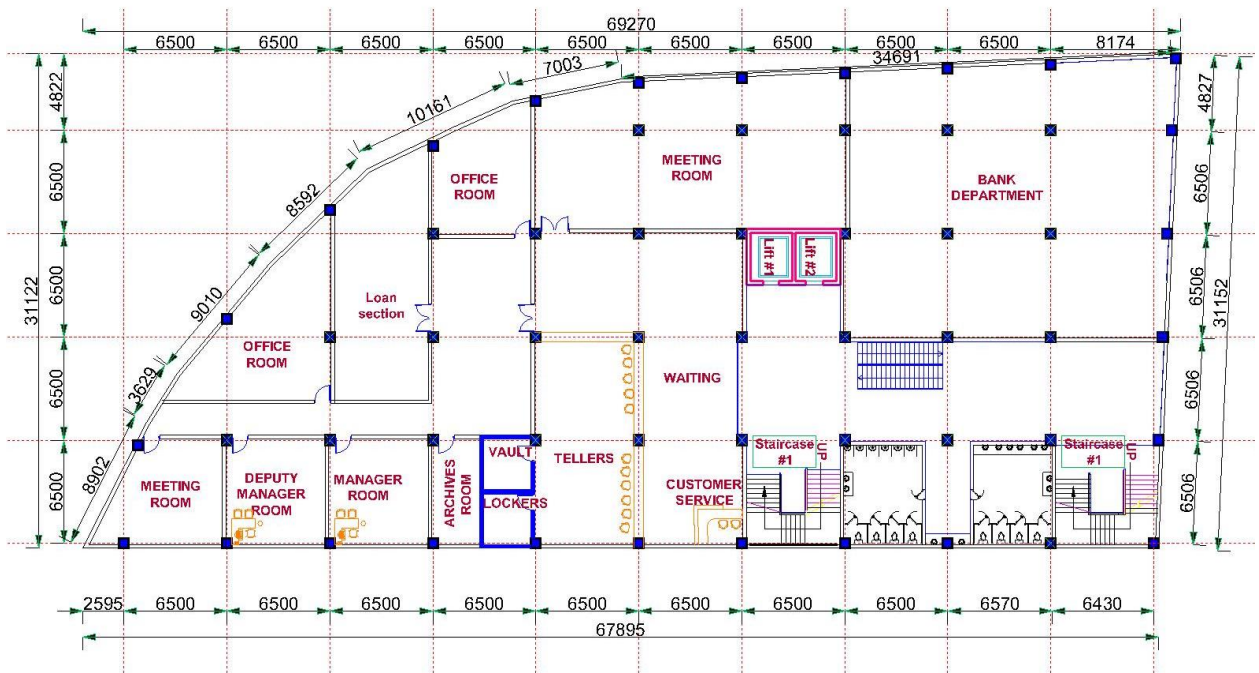


Ground Floor Plan

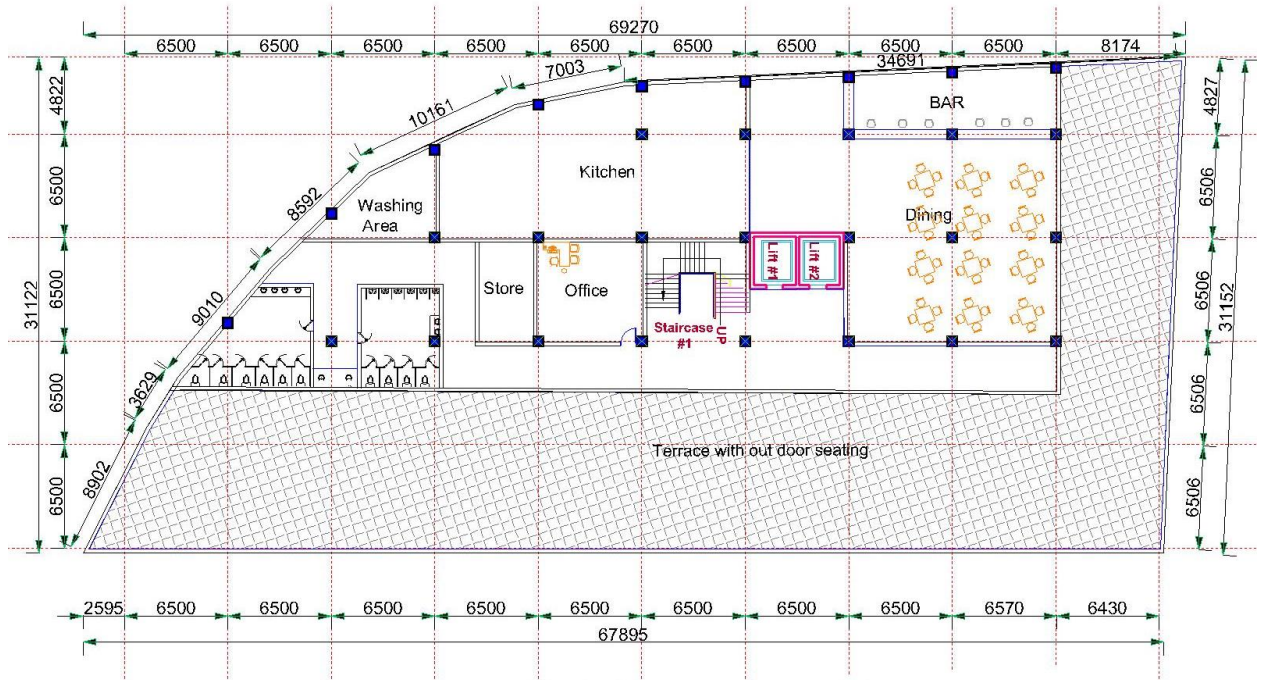
Area:1733.21sqm



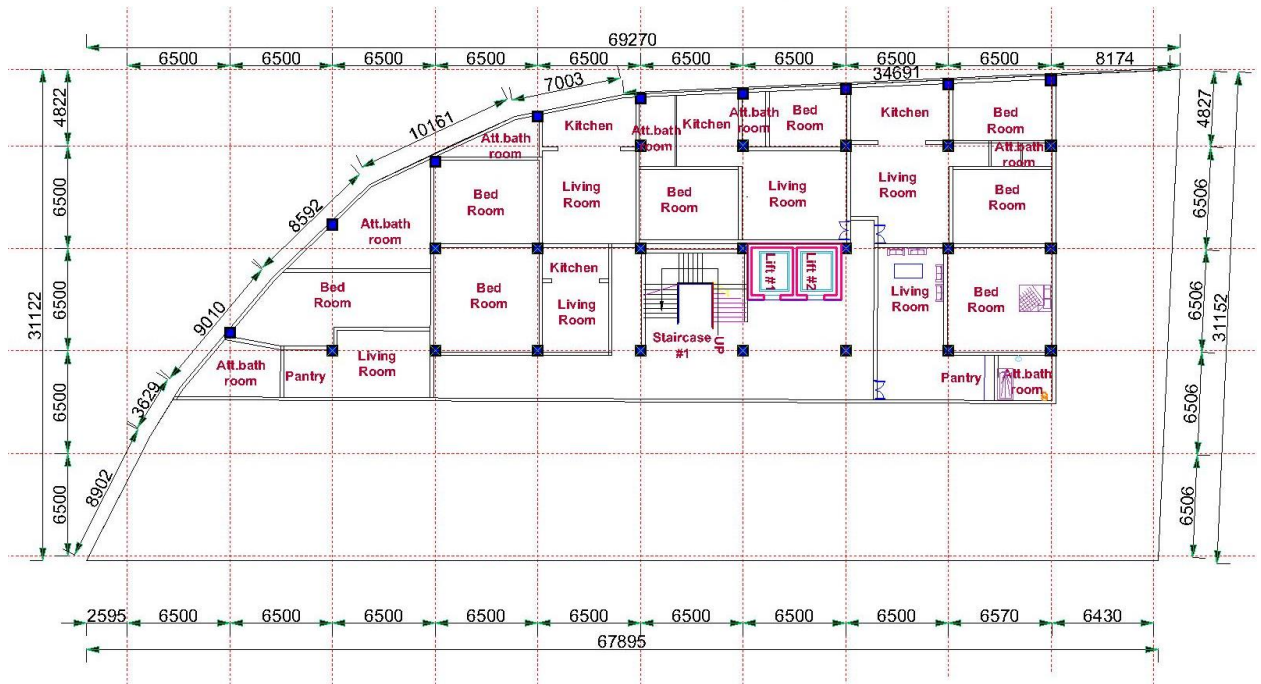
First Floor Plan to 13 th Floor
Area:1733.21sqm



14 th Floor Plan
Area:1733.21sqm



15 th Floor PLAN
Area:919.25sqm



16 th TO 25 th Floor PLAN
Area:919.25sqm