



GAUTAM BUDDHA INTERNATIONAL AIRPORT LEASING  
OUT THE COMMERCIAL SPACE, PARKING, OPERATION &  
MAINTENANCE OF TERMINAL BUILDING WITH  
GARDENING PROJECT

STANDARD REQUEST FOR PROPOSAL

CIVIL AVIATION AUTHORITY OF NEPAL

*May, 2022*

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## Overview

This template is used by Civil Aviation Authority of Nepal preparing a Request for Proposal (RFP) for the bidding process for *leasing out the commercial space, parking and operation & maintenance of terminal Building with gardening*. Using a template will confirm a consistent approach and structured procurement processes. A fair and competitive selection process has been ensured through the use of this template for the selection of private partner. The process is simple in nature and aim at maintaining transparency of the entire process.

This template is prepared in order to lease out the commercial space in the terminal building along with maintaining and cleaning the property so as to increase non-aeronautical revenues, decrease operation cost by using the efficiency and value for money of private sector. This template may be amended from time to time as required by Civil Aviation Authority of Nepal.

The bidding process under this RFP is one stage two envelop process. The bidders are required to submit both their technical proposals and financial proposals in separate envelops. Both the envelops are required to be submitted in a single envelop. During the opening of proposals, Proposal opening committee shall open the technical proposal and keep safe of financial proposal without opening it. The proposal evaluation committee shall pass/fail the proposals on the basis of evaluation criteria. The financial proposals of technically qualified proposals will be opened on the presence of bidders who had passed technical proposal and those of unqualified bidders will be returned. The financial proposal evaluation committee will evaluate the financial proposals. The party giving *highest revenue to CAAN* shall be awarded the contract to develop the proposed property under the contract the sample of which is provided along with this RFP.



# Request for Proposal

RFP No: (CAAN/CorpDI/OMC/BHW/01)

*Country: Nepal*

Title of the Project:

*GAUTAM BUDDHA INTERNATIONAL AIRPORT LEASING OUT THE  
COMMERCIAL SPACE, PARKING, OPERATION & MAINTENANCE OF  
TERMINAL BUILDING WITH GARDENING PROJECT*

Name of the Implementing Institution:

*Civil Aviation Authority of Nepal (CAAN)*

*Corporate Directorate*

Office Address: *Babarmahal, Kathmandu*

Financing Agency: Private Sector



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## Disclaimer

This Request for Proposal (RFP) has been prepared by the Civil Aviation Authority of Nepal (CAAN) (henceforth referred to as CAAN) and is provided to solicit interest from parties wishing to apply as described in this RFP.

The information contained in this Request for Proposal (RFP) or subsequently provided addendum, to bidders, whether verbally or in documentary or any other form by or on behalf of the Civil Aviation Authority of Nepal or any of its employees, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by CAAN to the potential bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their technical and financial proposals pursuant to this RFP.

This RFP has been prepared to support bidders in making their own appraisal of the Project and does not imply to contain the information that bidders may require. Bidders should conduct their own independent investigations, review and analysis of the Project and the information set out in this RFP.

Bidders must rely utterly on their own investigations, studies, reviews, and analysis, and not on this RFP, in relation to their assessment of the Project and the preparation of Proposals. This RFP is not an offer document and is not intended to give rise to any contractual relationship.

Bidders should 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 RFP and obtain independent advice from appropriate sources.

The CAAN 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 RFP. The CAAN reserves the right to reject all or any of the proposals / terminate the process without assigning any reason whatsoever.

The bidders shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to site visits, studies, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by CAAN or any other costs incurred in connection with or relating to the proposal. All such costs and expenses will remain with the bidder and CAAN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by bidders in preparation or submission of their proposals, regardless of the conduct or outcome of the procurement process.



## GLOSSARY

**Addendum** or **Addenda** means addendum or addenda to the RFP.

**Agreement** means the agreement to be executed between CAAN and the Selected Bidder to implement the project.

**Applicant** means an interested single entity or JV which submits a proposal to CAAN in accordance with provisions of this RFP.

**Authority** means Civil Aviation Authority of Nepal

**Bid** means a proposal submitted by a Bidder for the Project.

**Bidders** means an interested single entity or JV which submits a proposal to CAAN in accordance with provisions of this RFP.

**Bidding Documents** means the RFP, the draft Agreement, any Addenda or clarification issued by the CAAN in accordance with the RFP and the Agreement, and any other documents to be provided by the CAAN.

**Bidding Process** is the one-stage two envelop bidding process – comprising of the Evaluation of Technical Proposal in the first part and Evaluation of Financial Proposal in the second part –being followed by the Authority to award the Project to the Selected Bidder, the terms of which are set out in terms of this RFP.

**CAAN** means Civil Aviation Authority of Nepal

**JV** means any combination of entities that have formed a JV or association by fulfilling the requirements set out in the RFP, for the purpose of submitting a bid.

**RFP** means the Request for Proposal.

**RFP submission Due Date** means the last date for submission of proposals as per RFP document or as per addenda.

**Government** means the Government of Nepal.

**GBIA** means Gautam Buddha International Airport

**GBIACAO** means Gautam Buddha International Airport Civil Aviation Office

**Implementing Institution** means Civil Aviation Authority of Nepal.

**Lead Member** in the context of a JV, means the JV Member nominated by the JV Members as the lead member.

**NEPCA** means Nepal Council of Arbitration

**LOA** means Letter of Acceptance.

**PPMO** means Public Procurement Monitoring Office.





## Invitation for Request for Proposal

To,  
All interested Bidders

Civil Aviation Authority of Nepal (CAAN), invites “Proposals”/ “Bids” to this Request of Proposal (“RFP”) from eligible Nepalese or International partner bidders to be appointed as Operation & Maintenance Contractor for “GAUTAM BUDDHA INTERNATIONAL AIRPORT LEASING OUT THE COMMERCIAL SPACE, PARKING AND OPERATION & MAINTENANCE OF TERMINAL BUILDING WITH GARDENING PROJECT”.

Interested bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Bidders may download the RFP document from [www.caanepal.gov.np](http://www.caanepal.gov.np) and obtain further information and inspect the RFP documents at the Corporate Directorate, Babarmahal, Kathmandu. Ph: 01-4262326, 01-4261602 email: [corporate@caanepal.gov.np](mailto:corporate@caanepal.gov.np). Any subsequent clarifications, issued by the authority will be made available from the office and on the above website.

The details are as under.

<b>S.No.</b>	<b>Particulars</b>	<b>Description</b>
1	Organization	Civil Aviation Authority of Nepal
2	Project	GAUTAM BUDDHA INTERNATIONAL AIRPORT LEASING OUT THE COMMERCIAL SPACE, PARKING, OPERATION & MAINTENANCE OF TERMINAL BUILDING WITH GARDENING PROJECT
3	RFP No	CAAN/CorpDI/OMC/BHW/01
4	First Date of Publication of RFP	1 <sup>st</sup> June, 2022
5	Clarifications on the RFP	CAAN, Corporate Directorate, Babarmahal, Kathmandu. email: <a href="mailto:corporate@caanepal.gov.np">corporate@caanepal.gov.np</a>
6	Date, Time of Pre-Submission Meeting	At 1300 Hrs (Nepal Standard Time), 4 <sup>th</sup> July, 2022.
7	Place of Pre-Submission Meeting	Corporate Directorate, Babarmahal, Kathmandu.
9	Last Date and time of Submission of RFP	At 1200 Hrs (Nepal Standard Time), 18 <sup>th</sup> July, 2022.
10	Place of submission of RFP	CAAN, Corporate Directorate, Babarmahal, Kathmandu.
11	Date and Time of Opening of RFP (Technical Proposal)	At 1400 Hrs (Nepal Standard Time), 18 <sup>th</sup> July, 2022.
12	Place of Opening of RFP	CAAN, Corporate Directorate, Babarmahal, Kathmandu.
13	Estimated Revenue (Five years)	NRS 567,185,658.00 (Nepalese Rupees Five Hundred Sixty-Seven Million One Hundred Eighty-Five Thousand Six Hundred Fifty-Eight only)



## Section 1

### Introduction

#### 1.1 Background

- 1.1.1 Civil Aviation Authority of Nepal (CAAN) was established as an autonomous body on 31 December, 1998 under Civil Aviation Act, 1996. CAAN is the regulator of civil aviation as well as the service provider in the areas of Air Navigation Services and Aerodrome Operations. Several properties of CAAN previously being used for aviation facilities are currently unused due to development of new technology in the field of communication and navigation. CAAN being the autonomous body can use its resources for generation of aeronautical and non-aeronautical revenues. Aeronautical revenues are associated to airlines, passengers, and freight processes, whereas, non-aeronautical revenues include commercial revenues from sources such as Advertisement, Duty Paid, Retail, Parking fees, and other commercialization of land use to hotels, hospitals, education etc. CAAN intends contract with the private sector for *leasing out the commercial space, parking, operation & maintenance of terminal Building with gardening* as indicated in 2.2 and 2.3.
- 1.1.2 The selected Bidder, shall be responsible for *leasing of commercial space and parking area also Cleaning and maintenance of terminal buildings with garden area* under and in accordance with the provisions of the contract to be entered between the bidder and the CAAN in the form provided by the CAAN as part of the RFP pursuant hereto.
- 1.1.3 The contract period shall be for 5 years.
- 1.1.4 For the purpose of this document, Bids, bidders have same meaning as proposals and proponents.

#### 1.2 Purpose of Issuing RFP

- 1.2.1 CAAN intends to pre-qualify suitable Applicants (the “Bidders”) who will be eligible for participation in the financial evaluation, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.
- 1.2.2 The objectives of the RFP include ensuring that those interested Applicants who successfully qualify have the ability to successfully implement and manage the terminal building, inter alia based on their:
  - i. technical capacity and experience;
  - ii. financial capacity;
  - iii. absence of conflicts of interest.



## Section 2

### Project Background

#### 2.1 Site Location

Gautam Buddha International Airport is located in Rupandehi District, Lumbini Province.

#### 2.2 Area to be Leased:

The areas that are to be operated by the contractor is given below:

**Area to be leased:** 531.38 square meter [APPENDIX VI and APPENDIX X]

**Parking:** 11,314 square meter [APPENDIX VIII]

#### 2.3 Areas to be maintained and cleaned:

Area to be maintained and clean (parking included): 1,51,088.07 square meter [APPENDIX VII]

#### 2.4 Scope of the Project:

- Leasing of commercial space:
  - The selected bidder shall be awarded a 5 years lease of the space inside the terminal building and adjoining shutter as per 2.2.
  - The contractor shall imply the law as prescribed in consumer protection act, 2075 like display the price list, proper packaging with affix label and foods offered shall be approved by Department of food technology and quality control.
  - The Nepalese handicraft, gift shop are allowed to promote local products.
  - The bidder can offer services and facilities that are not limited to the followings:
    - Tea, Coffee, bakery and Confectionaries shop
      - The bidder shall offer the packed and hygienic food that could be reheated and served instantly.
      - The bidder shall not have kitchen to cook food while offering this service while they can offer foods made in their hygienic kitchen located outside terminal building.
      - Oven or microwave oven, refrigerator, Tea/Coffee machines, food reheating machines are only allowed at the shop
      - The product offered shall have well labeled date of manufacturing and expire date.
      - The bidder shall offer service with 25% of discount to employees of CAAN.
    - Gift and Secretarial (Printing, photocopy, fax, internet, Photoshop)
      - The bidder shall offer gift shop offering different gift items and flower, garlands, sash (Khada) along with secretarial services.
    - Foreign currency exchange, remittance Service
      - The bidder shall offer foreign currency exchange facility in appropriate places such that the foreign passenger shall easily utilize the service offered.
      - Remittance counter and ATM service shall be available at appropriate place
    - Banking counter



- The bidder shall offer banking counter service at appropriate place.
- Baggage Lamination counter
  - The bidder shall offer baggage lamination counter.
  - The price list shall be properly displayed.
  - The price shall be guided by market rules.
- Duty paid shop
  - The bidder shall offer duty paid shop offering distillery products of local and international brands, perfume and cosmetics products, electronics items like watch, mobile, laptop, palmtop, tablets, leather items, sweets, shoes and so on.
  - Priority shall be provided to local branded items
- Handicraft and local product shop
  - The bidder shall offer local handicraft product shop promoting cottage and small industries of Nepal.
- Mobile and SIM card service
  - This counter shall offer SIM card of all registered service provider of the country along with mobiles and accessories
- Executive lounge
  - The bidder shall offer service and facilities at executive lounge.
- Service as directed by GBIACAO
  - The bidder shall offer other services that are directed by GBIA office as per situation and requirement basis.
- The leased space shall not be sub-leased/transferrable to any other party.
- The activities disturbing the passenger flow/movement or nuisance to passengers shall not allowed to be conducted in the areas.
- The commercial services shall be available to the passengers till the operating hours of airport. The bidder shall utilize spaces as mentioned in clause 2.2 no extra or additional space shall be used for commercial or non-commercial activities.
- The price list shall be displayed properly and with current and up-to-date price to the passengers. The price of the items shall not be greater than that of the price of the same items in other outlets of the same brand. (For eg: Price of the items of the brand “X” in the airport shall be same as in other outlets for the same item of the same brand)
- The wall space shall be decorated such that it promotes the local culture and religion with higher priority to cleanliness.
- Advertising of owns or any other companies shall not be permitted.
- The quality, shape and size of signage of the shop/commercial activity/restaurant shall be approved from GBIACAO.
- The bidder shall execute computer billing in compliance with Inland Revenue Department (IRD).
- Adequate provision of cleanliness, health, safety and security shall be maintained at all times.
- The bidder shall only construct toughened glass partitions if required.
- The bidder shall maintain the parking area as per 2.2
- Leasing of Parking space
  - The selected bidder shall use the parking space to collect parking fees as per CAAN rules.
  - The selected bidder cannot collect parking fees from the staff of Civil Aviation Authority of Nepal, VIPs, Nepal Police, Nepal Army, Diplomats, Ambulance, Fire Truck and Government Vehicles.



- Cleaning works Area of the International Terminal Building and other Buildings at GBIACAO Airside areas and land side area (Related to 2.3):
  - The selected bidder shall be responsible for cleaning the areas as per 2.3 including but not limited to Access road, footpath, parking, garden, drainage, terminal building areas such as: check-in hall, departure hall, VIP hall, executive lounge, CIP lounge, corridors, arrival hall and other buildings such as: control tower, admin building in clean, hygienic and well operable condition.
  - The restrooms shall be well perfumed and cleaned at all times so as to keep foul smell under control.
  - The bidder shall manage the human resources, cleaning equipment's, and sanitary materials like (soap, liquid hand wash, toilet paper, air freshener, cleaning chemicals, brooms, wipers, mops and so on) at its own cost.
  - The bidder shall be responsible for proper waste disposal segregating the recyclable and decomposable waste from airside and landside.
  - The bidder shall keep the apron and ramp areas clean of possible foreign object debris.
- Gardening and Beautification works
  - The bidder shall be responsible for Gardening and Beautification works including but not limited to watering, maintaining all the indoor and outdoor plants, including planting of seasonal flowers and plants.
  - The fountain, steel frame and glass walls and other beautification items shall be kept clean and maintained.
- Maintenance Works (Related to 2.3):
  - The bidder shall have to conduct maintenance, including but not limited to replacement of fittings, commodes, pillar cock, angle valves, urinal etc of all the restrooms in public areas, to keep them up and running condition. The fittings to be replaced shall be equivalent to Grohe, Jaguar or equivalent.
  - The bidder shall have to conduct electrical maintenance (including but not limited to replacement of fittings telephone sockets, electrical sockets, Internet sockets, lights, bulbs, wiring) of the terminal building and street lights, to keep them in up-to-date condition.
  - The debris hence produced as a part of maintenance works shall be disposed under the supervision and as per the direction of GBIACAO.
  - The bidder shall be responsible for maintenance or replacement of all the items, caused due to bidder's improper handling, negligence, fault or misconduct. GBIACAO reserves unequivocal right to deduct from security deposit and adjust appropriate amount to the extent of such damages or breach.
  - The bidder shall facilitate passengers with free wireless internet, charging station, clean drinking water and maintain them timely.



## Section 3

### Brief Description of the Bidding Process

#### 3.1 Submission of Proposal:

- 3.1.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible to bid.
- 3.1.2 In preparing the Proposal, the bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. Bidders are required to study section 2 and are to abide by it while proposing the bid.
- 3.1.3 The Proposal, as well as all correspondences and documents relating to the Proposal exchanged between the bidder and the Client, shall be written in the English/Nepali language. Communications between bidder and the client shall be effective only when in writing. A notice shall be effective only when it is delivered. If a party is unable to receive the notice, the notice is deemed to be received by the party after the publication of notice in a national daily newspaper.
- 3.1.4 The bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
- 3.1.5 The bidder shall submit the proposal furnished in the format at Appendix-I along with the non-refundable processing fee of NRS 22,600 (Nepalese Rupees Twenty-Two Thousand Six Hundred only including VAT). Any proposal not associated with the processing fee shall be rejected without entering the evaluation process.
- 3.1.6 The bidder shall bear all costs associated with the preparation and submission of its Proposal, CAAN shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. CAAN is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
- 3.1.7 CAAN has adopted one stage two envelop bidding process. Bidders need to submit technical and financial proposal in two different envelops.
- 3.1.8 The Proposal must remain valid for 120 days after the Proposal submission deadline. CAAN shall request the bidders to extend the validity period of the proposal, should the contract not be signed within the Proposal validity period. The proposal of the bidders not extending the validity period shall be rejected.



### 3.2 Schedule of Bidding Process:

3.2.1 CAAN shall endeavor to adhere to the following schedule:

S.No.	Description of Events	Target Date
1	Last Date of Submission of Proposal	At least 45 days from the first date of publication
2	Last date of receiving queries	15 days prior to the last date of Submission of Proposal
3	CAAN to response queries within	10 days prior to the last date of Submission of Proposal or 5 working days after receiving the query
4	Pre-Submission Meeting (Pre-Bid Meeting)	15 days prior to the last date of Submission of Proposal
5	Opening of Bids	1 hour after last date and time of submission of bids
6	Evaluation of Technical Proposals	Within 30 days from the last date of submission
7	Approval of Technical Evaluation Report	Within 7 days after completion of evaluation of Technical Proposal
8	Issue of passed shortlist and announcing the date of opening of financial proposal	Within 7 days after approval of Technical Evaluation Report
9	Evaluation of financial proposal	Within 15 days from the opening of financial proposal
10	Approval of Financial Evaluation Report	Within 7 days after completion of evaluation of Financial Proposal
11	Issue Letter of Intent to award the contract	Within 7 days after approval of Financial Evaluation Report
12	Issue Letter of Acceptance	7 days after Issuance of Letter of Intent
13	Signing of Contract	Within 30 days of issuing Letter of Acceptance.
14	Validity of Bids/Proposal	120 days from the last date of Submission.
15	Account no. for Bid document / Processing Fee	Bank: Rastrya Banijya Bank (RBB) Branch: Bishal Bazar A/C Name: Nepal Nagarik Udyan Pradhikaran A/C Number: 1090100064917001
15	Estimated Revenue (Five years)	NRS 567,185,658.00 (Nepalese Rupees Five Hundred Sixty-Seven Million One Hundred Eighty-Five Thousand Six Hundred Fifty-Eight only)
16	Bid Security	NRS 28,359,283 (Nepalese Rupees Twenty-Eight Million Three Hundred Fifty-Nine Thousand Two Hundred Eighty-Three Only.)
17	Account no. for Bid Security Deposit	Bank: NIC Asia Bank Limited Branch: Thapathali A/C Name: Civil Aviation Authority of Nepal A/C Number: 5444050568352401
18	Validity of Bid Security	150 days from the last date of submission.





## Section 4

### Instruction to Bidders

#### 4.1 General

- 4.1.1 Bidders would be required to furnish all the information specified in this RFP. The bidders who pass the qualification criteria and short-listed by the Authority shall be eligible for financial evaluation of the Project. The bidders are, therefore, advised to visit the site and acquaint themselves with the Project.
- 4.1.2 A Bidder will be required to submit, along with its Bid, a bid security as per clause 3.2.1 (the "Bid Security"), with a bid security validity date of at least 150 (One Hundred and Fifty) days from the last date of submission of bids. The Bid Security of the selected bidder shall be retained till it has provided a Performance Security under the Agreement. The bid security may be extended as may be mutually agreed between CAAN and bidder from time to time. The bid shall be rejected if it is not accompanied with valid Bid Security.
- 4.1.3 Bidders may download the RFP document from [ <https://www.caanepal.gov.np>] and obtain further information and inspect the RFP documents at the office of the Director, Corporate Directorate, CAAN, Babarmahal, Kathmandu. [Phone: 01-4262326, 01-4261602, Email: [corporate@caanepal.gov.np](mailto:corporate@caanepal.gov.np)]. Any subsequent clarifications, issued by the authority will be made available on the above website.
- 4.1.4 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:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- 4.1.5 The Applicant should submit a Power of Attorney as per the format at Appendix- III, authorizing the signatory of the Application to commit the Applicant.
- 4.1.6 In case the bidder is a JV, the Members thereof should furnish a Power of Attorney in favor of the Lead member as per the format given in Appendix-IV
- 4.1.7 The Bidder shall be solely responsible for the data submitted in the proposal. However, this shall not limit the right of Employer to verify the authenticity of submitted information. Employer may conduct site visits to verify that the data provided matches the currency of management and infrastructure conditions.
- 4.1.8 Any condition or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.





## 4.2 Site visit and verification of information by Bidders

4.2.1 Bidders are encouraged to submit their respective proposals after visiting the Project site and determining for themselves the site conditions, 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 any other matter considered relevant by them.

4.2.2 It shall be deemed that by submitting the Proposal, the bidder has:

- (a) made a complete and careful examination of the RFP,
- (b) received all relevant information requested from the CAAN,
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the CAAN relating to any of the matters referred to in 4.2.1.
- (d) satisfied itself about all matters, things and information including matters referred to in 4.2.1 hereinabove necessary and required for submitting and informed bid, execution of the Project in accordance with the RFP and performance of all of its obligations hereunder
- (e) acknowledged that it does not have a conflict of interest as per clause 4.1.4 and

4.2.3 CAAN 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 Bidding Process, including any error or mistake therein or in any information or data given by CAAN.

## 4.3 Verification and Disqualification:

4.3.1 CAAN reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. The bidder shall, when so required by CAAN, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by CAAN shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of CAAN thereunder.

4.3.2 CAAN reserves the right to reject/disqualify any Proposal/Bid and confiscate bid security if

- (a) At any time, a material misinterpretation is made or uncovered or
- (b) The bidder does not provide, within the time specified by the authority, the supplemental information sought by the authority for evaluation of the proposals.



- (c) The bidder does not contact the office with performance guarantee and sign the contract as per letter of acceptance (LOA).

- 4.3.3 if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by CAAN to the bidder, without CAAN being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which CAAN may have under this RFP, the Agreement or under applicable law. CAAN shall confiscate any guarantees issued by the Contractor if contract is terminated according to 4.3.4.
- 4.3.4 In case it is found after its execution during the contract period, that one or more of the qualification conditions of RFP have not been met by the bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, CAAN shall terminate the contract at its own discretion, confiscate the performance security and blacklist the contractor. The contractor shall clear all the stalls within 30 days from termination of contract.

#### 4.4 Right to accept or reject any or all Bids

- 4.4.1 Notwithstanding whatsoever contained in this RFP, CAAN reserves the right to accept or reject any Bid and to cancel the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance or rejection, and without assigning any reasons, therefore. In the event that CAAN rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids.

#### 4.5 Contents of the RFP

- 4.5.1 This RFP comprises of the disclaimer set forth hereinabove, the contents as listed below and will additionally include any addenda issued in accordance with this RFP.

Glossary  
Invitation for Request for Proposal

Section 1. Introduction  
Section 2. Project Background  
Section 3. Brief Description of the Bidding Process  
Section 4. Instruction to Bidders  
Section 5. Opening and Evaluation of Bids  
Section 6. Criteria for Evaluation and Award of Contract  
Section 7. Corrupt and Fraudulent Practices  
Section 8. Pre-Submission Meeting  
Section 9. Miscellaneous

Appendix

- I. (A) Technical Proposal Submission Form  
Annex (AA) Details of Applicant  
Annex (BB) Technical Capacity of Applicant  
Annex (CC) Curriculum Vitae  
Annex (DD) Financial Capacity of Applicant



Annex (EE) Details of Eligible Projects.  
Annex (FF) Statement of Legal Capacity  
(B) Financial Proposal Submission Form

- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for lead member of JV
- V. Joint Bidding Agreement
- VI. Area to be leased
- VII. Area to be maintained and cleaned
- VIII. Parking Area
- IX. Gardening Area
- X. Drawings of rental areas
- XI. Contract Agreement Format

#### 4.6 Clarifications:

- 4.6.1 Bidders requiring any clarification on the RFP may notify CAAN in writing or e-mail in the address [corporate@caanepal.gov.np Corporate Directorate, Civil Aviation Authority of Nepal (CAAN), Head Office, Babarmahal, Kathmandu]. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 3.2.1. CAAN shall attempt to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the proposal submission date. The responses will be sent by e-mail. CAAN will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.
- 4.6.2 CAAN shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, CAAN 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 CAAN to respond to any question or to provide any clarification.
- 4.6.3 CAAN may also on its own accord, if deemed necessary, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by CAAN shall be deemed to be part of the RFP and part of the contract if required as decided by CAAN. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding.

#### 4.7 Amendment of RFP

- 4.7.1 At any time prior to the deadline for submission of Proposal, CAAN may, for any reason, whether at its own ingenuity or in response to clarifications requested by an Applicant, modify the RFP by the issuing of Addenda.
- 4.7.2 Any Addendum thus issued will be published on the website and emailed to all those who have purchased the RFP.
- 4.7.3 In order to give the Applicants a reasonable time for taking an Addendum into account, or for any other reason, CAAN may, in its sole discretion, extend the last date of submission of Proposal.

#### 4.8 Submission, Sealing, and Marking of Proposals



- 4.8.1 The bidder shall submit a signed and complete original Proposal with a copy comprising the documents and forms in accordance with this RFP. The submission can be done by hand. CAAN will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 4.8.2 An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 4.8.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 4.8.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 4.8.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The bidder shall submit one more copy of the original. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 4.8.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the project]", RFP number, name and address of the Bidder, and with a warning "**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].**"
- 4.8.7 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**Financial Proposal**" followed by the name of the project, RFP number, name and address of the Bidder, and with a warning "**Do Not Open with The Technical Proposal.**"
- 4.8.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Bidder's name and the address, and shall be clearly marked "**Do Not Open Before [insert the time and date of the submission deadline indicated in 3.2.1]**".
- 4.8.9 If the envelopes and packages with the Proposal are not sealed and marked as required, CAAN will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. If the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, CAAN shall reject the Proposal.
- 4.8.10 The Proposals and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. 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 Proposal shall be initialed by the person(s) signing the Proposal. The Proposal shall contain page numbers and shall be bound together in hard cover.



- 4.8.11 The Proposal or its modifications must be sent to the address indicated in the RFP and received by CAAN no later than the deadline indicated in the Invitation for RFP, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall not be entertained.
- 4.8.12 Each of the envelopes shall be addressed to:  
ATTN. OF: MS Neesha Tandukar  
DESIGNATION: Manager  
ADDRESS: Corporate Directorate,  
Civil Aviation Authority of Nepal (CAAN),  
Head Office, Babarmahal,  
Kathmandu.  
E-MAIL ADDRESS: corporate@caanepal.gov.np
- 4.8.13 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### 4.9 Proposal Due Date

- 4.9.1 Proposals should be submitted before the date and time indicated in 3.2.1, at the address provided in Clause 4.8.12 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the authority.
- 4.9.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 4.7 uniformly for all Applicants.
- 4.10 Late Bids/Proposals:
- 4.10.1 Proposals received by CAAN after the specified time on the Last date of Submission of Proposal as per 4.9 shall not be eligible for consideration and shall be summarily rejected.

#### 4.11 Modifications/ substitution/ withdrawal of Proposals

- 4.11.1 The bidder may modify, substitute or withdraw its bid after submission, provided that written notice of the modification, substitution or withdrawal is received by CAAN prior to the Proposal Due Date in the address as per 4.8.12. No proposal shall be modified, substituted or withdrawn by the bidder on or after the Twenty-Four (24) hours prior to the Proposal Due Date and Time.
- 4.11.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.9, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 4.11.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the CAAN, shall be disregarded.



#### 4.13 Bid Security:

4.13.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in 4.1.2.

4.13.2 The bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee from Commercial Bank eligible to issue Bank Guarantee as per prevailing Law or;
- (b) a cash deposit voucher in the CAAN's account specified as follows

Bank: NIC Asia Bank Limited

Branch: Thapathali

Account Name: Civil Aviation Authority of Nepal

Account Number: 5444050568352401

4.13.3 In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Appendix II or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for as per 3.2.1, or beyond any period of extension if requested as per 4.9.2.

4.13.4 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank eligible to issue Bank Guarantee as per prevailing Law in Nepal.

4.13.5 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive.

4.13.6 The bid security of unsuccessful Bidders shall be returned without any interest, within three days upon request, once the successful Bidder's furnishing of the required performance security and signing of the Contract.

4.13.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or under the Contract, or otherwise, if

- a. a Bidder engages in a practices pursuant to Section 7 of this RFP;
- b. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c. the Selected Bidder fails within the specified time limit -
  - i. to sign the Contract; or
  - ii. to furnish the Performance Security within the period prescribed therefore in the RFP.
- d. the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

4.13.8 The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners.



## Section 5

### Opening and Evaluation of Bids:

#### 5.1 Opening of Technical Proposals

- 5.1.1 The Authority shall open the Technical Proposal as per invitation of RFP or amended as per 4.9.2, at the place specified in Invitation for RFP and in the presence of the Bidders who choose to attend.
- 5.1.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 4.11 shall not be opened.
- 5.1.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- 5.1.4 Bidders are advised that technical evaluation of Applicants will be entirely at the discretion of the Authority.
- 5.1.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, 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.
- 5.1.6 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant data/certificate from evaluation processes.
- 5.1.7 Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clause 4.4.

#### 5.2 Opening of Financial Proposals

- 5.2.1 The Authority shall open the Financial Proposal as per notice for opening financial proposal or amended from time to time with the sole discretion of the Authority, at the place specified in Invitation for RFP and in the presence of the Bidders who choose to attend.
- 5.2.2 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### 5.3 Tests of responsiveness

- 5.3.1 Prior to evaluation of proposals, CAAN shall determine whether the technical Proposal is responsive to the requirements of the RFP. The proposal shall be considered responsive only if:
  - (a) it is received as per format at Appendix-I (Technical Proposal Submission Form).



- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 4.9.
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 4.8 and 4.11.
- (d) it is accompanied by the Bid Security as specified in 4.1.2.
- (e) it is accompanied by the Power of Attorney as specified in Appendix III, and in the case of a JV, the Power of Attorney as specified in Appendix IV;
- (f) it contains all the information and documents (complete in all respects) as requested in this RFP;
  - i. Business Registration Certificate
  - ii. Company Registration Certificate
  - iii. Tax Registration Certificate
  - iv. Tax Clearance Certificate of latest fiscal year
  - v. Experience certificates as per Section 6
- (g) it contains information in formats same as those specified in this RFP;
- (h) it contains certificates (in Nepali/English) verified by notary public in the formats specified at Appendix-I of the RFP for each Eligible Project;
- (i) it contains the receipt for non-refundable payment of [NRs. 22,600 (Nepalese Rupees Twenty-Two Thousand Six Hundred Only)] to Authority towards the cost of the RFP document;
- (j) it is accompanied by the Jt. Bidding Agreement (for JV), specific to the Project, as specified in Appendix V;
- (k) it does not contain any condition;
- (l) it is not non-responsive in terms hereof; and
- (m) Any firm/institution/company who had dues and arrears with CAAN shall not be eligible to bid and shall be declared non-responsive.

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

#### 5.4 Clarifications:

- 5.4.1 To facilitate evaluation of proposals, the Authority may, at its sole discretion, seek clarifications from any bidder regarding its proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.





- 5.4.2 If a bidder does not provide clarifications sought under Clause 5.4.1 above within the prescribed time, its Application shall be liable to be rejected. In case the proposal is not rejected, the Authority may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Authority.



## Section 6

### Criteria For Evaluation and Award of Contract:

#### 6.1 Evaluation parameters

Only those Applicants who meet the criteria specified in Clause 5.3 (Tests of responsiveness) shall qualify for evaluation under this Section 6. Applications of firms/ consortia who do not meet these criteria shall be rejected.

The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Operation and Maintenance Experience and
- (b) Financial Capacity

Bidders shall submit the technical proposal demonstrating the technical and financial capacity.

#### 6.2 Technical Proposal

##### 6.2.1 Operation and Maintenance Experience:

- (a) One party in the JV of the Bidder must have an experience of annual maintenance/Cleaning contract in cleaning and maintenance service or terminal management (including Cleaning/maintenance) of two different international airport terminal buildings. (Area at least: 1,51,088 Sq. m.) within the last 5 years.

(In case of single entity: must meet requirement)

(In case of JV: Any two certificates from any one or two JV partners are required).

- (b) International Expert: The bidder shall submit the CV/Resume of an international expert to be employed as Terminal Management expert/Cleaning Manager during the contract implementation.

- i. The CV/Resume shall be as follows:

- 1. Minimum 5 years' experience as Cleaning/ Housekeeping Manager in an international Airport Terminal Building/ 5 star hotels.
    - 2. Minimum Bachelor's degree in any discipline
    - 3. Training certificates in cleaning.
    - 4. Letter of recommendation from the company working as Cleaning Manager.

- ii. The proposed cleaning manager shall work for at least 3 years in the proposed post and cannot be replaced at contractors on discretion. The contractor shall propose new CV/Resume with better or same experience in case of unavoidable circumstance like death or sickness.

##### 6.2.2 Financial Qualification:

- (a) The applicant shall have an average annual turnover of NRS 170 Million for the best three years out of last five fiscal years converted to yearly present value as per the wholesale price index published by Nepal Rastra Bank.
- (b) The applicant shall have a minimum working capital of 10% of Estimated Revenue as per 3.2.1. In case of JV/Consortium, the combined working capital shall be greater than 10% of Estimated Revenue as per 3.2.1, however, each member of the JV shall have the working capital of minimum 25% and lead member of the JV shall have the working capital of minimum 40% of the 10% of Estimated Revenue as per 3.2.1.



- (c) The net worth of all the parties individually shall not be negative for last three fiscal years.
- (d) The Proposal must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium/JV) for the last 5 (five) financial years.

6.2.3 The technical proposals based on 6.2.1 and 6.2.2 shall be evaluated and a list of passed bidders shall be shortlisted. The financial proposal of failed bidders shall be returned without opening their financial proposal.

### 6.3 Financial Proposal:

- 6.3.1 The Financial Proposal shall be accompanied with the Financial Proposal Submission form as per Appendix I (b)
- 6.3.2 The financial proposal of the Bidders whose Technical proposal is adjudged as responsive in terms of 6.2 shall be opened in the presence of the bidders who chose to be on the Financial Proposal opening meeting as notified by CAAN.
- 6.3.3 Bidder shall prepare and submit detail Financial Investment Plan (Cleaning and Maintenance Expenditure, Revenue forecast).
- 6.3.4 The bidder who quotes the highest Premium offered to the CAAN, shall ordinarily be declared as the selected Bidder (the “Selected Bidder”).
- 6.3.5 The bidder has to quote minimum yearly annuity amounting to estimated revenue as per 3.2.1. The quoted revenue shall be increased as per the yearly inflation rate published by The Nepal Rastra Bank (NRB).
- 6.3.6 In the event that the Highest Bidder withdraws or is not selected for any reason, the Authority shall forfeit the security of highest bidder and select second highest Bidder and proceed the process towards awarding contract followed by the same process. CAAN may request Bidders to revalidate or extend their respective Bid Security, as necessary.
- 6.3.7 In the event that the Authority rejects or annuls all the proposals, it may, in its discretion, invite all technically qualified Bidders to submit fresh Financial Proposal hereunder.

### 6.4 Letter of Intent

- 6.4.1 After the approval of the Financial Proposal Evaluation Report, CAAN shall issue a notice in a national daily newspaper to notify concerned bidders regarding its intention to accept the bid and the information regarding the name, address and amount of selected bidder.
- 6.4.2 If no bidder submits an “Application of Complaint and review of evaluation” within a period of seven days of the notice, as per 6.4.1, CAAN shall accept the bid selected as per 6.3.

### 6.5 Letter of Acceptance



- 6.5.1 CAAN shall send Letter of Acceptance to the selected bidder and invite the party for the Contract agreement.

The Letter of Acceptance shall be sent to the selected bidder prior to the expiration of Bid Validity Period, to furnish the performance security on-demand bank guarantee of amount equal to 25% of total revenue proposed for the contract duration and sign the contract within 30 calendar days. The yearly price index shall not be considered for the purpose of calculating the performance security.

## 6.6 Contacts during Bid Evaluation

- 6.6.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, Save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.
- 6.6.2 The bid evaluation committee can disqualify the bidder if felt restraint as per 6.6.1



## Section 7

### Corrupt and Fraudulent Practices

#### 7.1 Corrupt and Fraudulent Practices:

7.1.1 It is the Government's policy to require that Implementing Institutions (including beneficiaries of public funds), as well as applicants/suppliers/contractors under publicly funded contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

7.1.2 In pursuance of this policy, the GoN 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 CAAN's inspection and audit rights.
- (vi) "undesirable practice" means
  - (aa) establishing contact with any person connected with or employed or engaged by the Implementing Institution or member of the Bid Committee with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
  - (bb) having a Conflict of Interest as per clause 4.1.4.



7.1.3 Should the Bidder commit any of the aforementioned practices as indicated in 7.1.2, the Authority:

- i. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- ii. will cancel the bidder's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the bidder or the Client during the selection process or the execution of that contract;
- iii. will recommend PPMO to blacklist a bidder for a stated period of time,
- iv. will have the right to require that, a provision be included requiring bidders to permit CAAN to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by CAAN.



## Section 8

### Pre-Submission Meeting:

#### 8.1 Pre-Submission Meeting:

- 8.1.1 Pre- Submission Meeting (s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre- Submission Meeting (s). A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 8.1.2 During the course of Pre- Submission Meeting(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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.



## Section 9

### Miscellaneous

#### 9.1 Miscellaneous:

- 9.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of GON and all disputes arising under the contract shall be attributed to arbitration as per Nepal Council of Arbitration (NEPCA) rules.
- 9.1.2 The Authority, 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 Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.





## APPENDIX I A

### Technical Proposal Submission form

Date:

To,  
[insert the name and address of the department]

Sub: [Insert name of the project]

Dear Sir,

1. With reference to your RFP document dated [Insert the date of publication of RFP], I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional.
2. I/ We acknowledge that CAAN will be relying on the information provided in the Proposal and the documents accompanying such Proposal for the aforesaid project, and we certify that all information provided in the Proposal and in Annexes AA to FF is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the scope of works as per Section 2 of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the JV 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.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 4.1.4 of the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any fraudulent and corrupt practice, as defined in Section 7 of the RFP document, in respect of any bid or request for proposal issued by or any agreement entered into with the Authority 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 7 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any fraudulent and corrupt practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 4.4.1 of the RFP document.
  9. I/ We believe that we/ our JV/ proposed JV satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
  10. I/ We declare that we/ any Member of the JV/firm, or our/ its Associates are not a Member of a/ any other JV/firm applying for RFP.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the JV 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.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the JV or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/ We further certify that no corruption case is filed against us, our CEO or any of our board of directors.
  14. 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 RFP, we shall intimate the Authority of the same immediately.
  15. The Statement of Legal Capacity as per format provided at Annex-FF in Appendix-IA of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of JV, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
  16. I/ We understand that the selected Bidder shall either be an existing Company, or shall incorporate as such prior to execution of the Contract.
  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 Authority in connection with the 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 RFP document.
  19. [We agree and undertake to be jointly and severally liable for all the obligations under the contract till occurrence of Financial Close in accordance with the Contract]<sup>1</sup>

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<sup>1</sup> Omit if the Applicant is not a JV.



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

Yours faithfully,

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

Place: Name and seal of the Applicant/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.



## ANNEX-AA (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:  
(c) 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 Authority:
  - (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:
  - (f) Email Address:
5. In case of a JV:
  - (a) The information above (1-4) should be provided for all the Members of the JV.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 5.3.1(j) should be attached to the Application (Appendix V).
  - (c) Information regarding the role of each Member should be provided as per table below:

Sno	Name of Member	Role*	Percentage of Equity in the JV

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

Name of Applicant/ member of JV:

SNo	Criteria	Yes	No
1	Has the Applicant/ constituent of the JV been barred by the Government (PPMO or CIB or any other regulatory agency) , or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application?		



6. A statement by the Applicant and each of the Members of its JV (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- BB Technical Capacity of the Applicant**  
(Refer to Clause 6.2.1 of the RFP)

Bidder Type	Member Code	Projects	Experience	
			Name of the International Airport	No. of years of experience cleaning and maintenance service in an International Airport
Single Entity		A		
		B		
Member 1		1 a		
		1 b		
Member 2		2 a		
		2 b		
Member 3		3 a		
		3 b		

1. Provide details of only those projects that have been undertaken by the bidder under its own name and/ or by members of JV specified in Clause 6.2.
2. 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, CM means Cleaning Member, FM means Financial Member, MM means Maintenance Member, OM means Other Member.
3. For conversion of foreign currency to Rupees, the rate of conversion shall be as per Selling rate of Nepal Rastra Bank on the date of Publication.



**ANNEX-CC CURRICULUM VITAE (CV)**  
(Refer to Clause 6.2.1(b) of the RFP)

<b>Position Title and No.</b>	{Cleaning Manager}
<b>Name of Firm</b>	<i>Insert name of firm proposing the expert</i>
<b>Name of Expert:</b>	{International Cleaning Expert}
<b>Date of Birth:</b>	{day/month/year}
<b>Citizenship</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

---

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

Detailed Tasks Assigned on Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

**Expert's contact information :** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

- 1. This CV correctly describes my qualifications and experience*
- 2. In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in 6.2.1(b).*
- 3. I was not part of the team who wrote the terms of reference for this consulting services assignment*
- 4. I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*
- 5. I declare that Corruption Case is not filed against me. I also declared that my proposed work schedule has not been overlapped with any other schedule of my job.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: \_\_\_\_\_

*[Signature of expert] Day/Month/Year*

Date: \_\_\_\_\_

*[Signature of authorized representative of the firm] Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_





**ANNEX DD Financial Capacity of the Applicant**  
(Refer to Clause 6.2.2 of the RFP)

Bidder type	Member Code	Net Worth in '000 s					Working Capital
		FY 077/78	FY 076/77	FY 075/76	FY 074/75	FY 073/74	
Single Entity							
Member 1							
Member 2							
Member 3							

1. The Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Members. In case of a JV, row titled Single entity Applicant may be ignored.
2. For Member Code, see instruction 2 at Annex-BB of this Appendix-IA.
3. The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 6.2.2.
4. For conversion of other currencies into rupees, see instruction 3, Annex-BB of Appendix-IA.
5. Net Worth shall be the difference of Total Liabilities from Total assets.
6. The Bidder shall provide an attested copy of Auditor's Certificate specifying the net worth of the Applicant.



**ANNEX EE Details of Eligible Projects**  
(Refer to Clause 6.2.1 of the RFP)

Experience Certificate as per 6.2.1

Member:

Item	Particulars of the Project
Title & nature of the project	
Name of the International Airport	
Location	
Total Area for cleaning in Terminal Building	
Cleaning Tools and Manpower used	
Project cost/ year	
Date of commencement of contract.	
Date of completion of contract	
Any other Details	



**ANNEX FF Statement of Legal Capacity**  
(To be forwarded on the letterhead of the Applicant/ Lead Member of the JV)

Date:

To,

The Director,

\*\*\*\*\*

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Specimen Signature, name and designation of the authorised signatory)

For and on behalf of.....

(Signature, name and designation of Lead Member)

For and on behalf of.....

(Signature, name and designation of 2<sup>nd</sup> Member)

For and on behalf of.....

(Signature, name and designation of 3<sup>rd</sup> Member)

For and on behalf of.....

\*Please strike out whichever is not applicable.

Note: All the above signatories single/JV shall submit separate Power of Attorney from their respective companies to act on behalf of the company for the purpose of submission of RFP.



## APPENDIX I B

### Financial Proposal Submission form

Date:

To,  
[insert the name and address of the department]

Sub: [Insert name of the project]

Dear Sir,

1. With reference to your RFP document dated [Insert the date of publication of RFP], I/we, having examined the RFP document and understood its contents, hereby submit my/our Financial Proposal for the aforesaid project. The Proposal is unconditional.
2. I/ We acknowledge that CAAN will be relying on the information provided in the Proposal and the documents accompanying such Proposal for the aforesaid project, and we certify that all information provided in the Proposal is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder as mentioned in Section 3 of this RFP of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Financial Proposal.
5. I/ We acknowledge the right of the Authority to reject our Financial Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the JV Members<sup>2</sup> 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. (To be edited as appropriate)
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 4.1.4 of the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any fraudulent and corrupt practice, as defined in Section 7 of the RFP document, in respect of any bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, and

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<sup>2</sup> If the Bidder is not a JV, the provisions applicable to JV may be omitted.



- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 7 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any fraudulent and corrupt practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 4.4.1 of the RFP document.
  9. I/ We declare that we/ any Member of the JV, or our/ its Associates are not a Member of a/ any other JV/firm applying for this RFP.
  10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the JV or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  11. I/ We further certify that no corruption case is filed against us, our CEO or any of our board of directors.
  12. 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 RFP, we shall intimate the Authority of the same immediately.
  13. The Statement of Legal Capacity as per format provided at Annex-FF in Appendix-IA of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of JV, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
  14. 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 Authority in connection with the 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.
  15. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
  16. Our proposal shall be valid for a period of *[insert validity period as specified in 3.2.1]* days from the date fixed for the bid submission deadline in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  17. I/ We offer a Bid Security of Rs..... (Rupees ..... only) to the Authority in accordance with the RFP Document. The Bid Security in the form of a Demand Draft/ Bank Guarantee (use whichever is applicable) is attached.
  18. { We agree and undertake to be jointly and severally liable for all the obligations under the contract till occurrence of Financial Close in accordance with the Contract }<sup>3</sup>
  19. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract.
  20. I/We offer a yearly fee of *[insert the annual fee in NRs per year]* after deduction of taxes .

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<sup>3</sup> Omit if the Applicant is not a JV.



21. I/We agree that the quoted revenue shall be increased as per the yearly inflation rate published by the Nepal Rastra Bank (NRB).
22. the annual fee as per the yearly inflation rate published by The Nepal Rastra Bank (NRB).
23. I/We agree to pay the fees in advance for each trimester before beginning of each trimester.
24. In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)  
Place: Name and seal of the Applicant/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.



## APPENDIX II

### Bank Guarantee for Bid Security

#### Bank Guarantee

##### ***Bank's Name, and Address of Issuing Branch or Office***

***(On Letter head of the Commercial bank eligible to issue Bank Guarantee as per prevailing Law)***

Beneficiary: **Civil Aviation Authority of Nepal, .....name of the Department.....Babarmahal, Kathmandu**

Bid Security No.: .....

We have been informed that. .... ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of .....***name of Project*** . .... under RFP No. .... ("the RFP").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

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

- (a) Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP or
- (b) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder on the Letter of Technical and Financial Proposal. or
- (c) changes the prices or substance of the bid while providing information pursuant to clause 27.1 of ITB; or
- (d) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the RFP.
- (e) is involved in fraud and corruption in accordance with the RFP

This guarantee will remain in force up to and including the date .....***number***.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

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

...***Bank's seal and authorized signature(s)***...

#### **Note:**

The bid security of ..... has been counter guaranteed by the Bank ..... on ..... (Applicable for Bid Security of Foreign Banks).



## APPENDIX III

### Power of Attorney for signing of Proposals/Bid (to be submitted in original)

Know all men by these presents, We, ..... *(name of authorized representative of firm 1, name of the firm and address of the registered office)*....., ..... *(name of authorized representative of firm 2, name of the firm and address of the registered office)*..... and ..... *(name of authorized representative of firm 3, 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 JV 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 bid for the .....*(name of the project)*..... Project proposed or being developed by the .....*(Name of the procuring entity)*..... (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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 Contract with the Authority.

AND

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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  
....., 20.....

For.....  
(Signature, name, designation and address)

Witnesses:

1. Signature, name, designation and address of Firm 1
2. Signature, name, designation and address of Firm 2
3. Signature, name, designation and address of Firm 3

(Signature, name, designation and address of the Attorney)





## APPENDIX IV

### Power of Attorney for Lead Member of Joint Venture

Whereas the .....(*Insert the name of the procuring entity*)..... (the “Authority”) has invited the technical and financial proposals/bids from all eligible parties for the .....(*Insert Name of the Project and RFP No:* )..... Project (the “Project”).

Whereas, ....., ..... and ..... (collectively the “Joint Venture (JV)”) being Members of the JV are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, .....(*Insert the name of Firm 1*)..... having our registered office at .....(*Insert the address of Firm 1*)....., M/s. ....(*Insert the name of Firm 2*)....., having our registered office at .....(*Insert the address of Firm 2*)....., and M/s. ....(*Insert the name of Firm 3*)....., having our registered office at .....(*Insert the address of Firm 3*)....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s .....(*Insert the name of the Lead Firm*)....., having its registered office at .....(*Insert the address of the Lead Firm*)....., being one of the Members of the JV, as the Lead Member and true and lawful attorney of the JV (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the bidding process and, in the event the JV is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance of Contract, 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 JV and generally to represent the JV in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ JV.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20...

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)



For .....

(Signature, Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.



## APPENDIX V

### Joint Bidding Agreement

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

AMONGST

1. {..... (name of the company).....} and having its registered office at .....(address of the company)..... (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... (name of the company).....} and having its registered office at .....(address of the company)..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... (name of the company).....} and having its registered office at .....(address of the company)..... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- (A) [THE Civil Aviation Authority of Nepal, established under the Civil Aviation Authority of Nepal Act, 2053, represented by its Director General and having its Head Office at Babarmahal, Kathmandu (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals/Bids (the Bids”) by its Request for Proposal No. .... dated .....(the “RFP”) for .....insert name of the project..... (the “Project”).
- (B) The Parties are interested in jointly bidding for the Project as members of a JV and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the JV 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 RFP.

2. JV

2.1 The Parties do hereby irrevocably constitute a JV (the “JV”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this JV and not individually and/ or through any other JV constituted for this Project, either directly or indirectly or through any of their Associates.

3. 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 JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations of the Parties shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the JV; and}
- (c) {Party of the Third Part shall be {the Financial Member of the JV }

#### 4. 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 RFP and the Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

#### 5. Shareholding in the JV

5.1 The Parties agree that the proportion of shareholding among the Parties in the JV shall be as follows:

First Party:

Second Party:

{Third Party:}

#### 5 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 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 JV Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, grant, license or other governmental authorization, approval, judgement, 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
- (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 fulfillment 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 Contract Agreement, in case the Project is awarded to the JV. However, in case the JV is either not pre-qualified for the



Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority 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 Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

FORTH PART by:

(Signature)

(Name)

(Designation)

(Address)



## APPENDIX VI

Area to be Leased

### CIVIL AVIATION AUTHORITY OF NEPAL GAUTAM BUDDHA INTERNATIONAL AIRPORT PROJECT

Bhairahawa, Rupandehi

#### Area Sheet

#### Stall/Shop/Shutter Areas in GBIACAO.

SN.	Description	Area (Square Meter)	Remarks
1	Shutters in departure building		Refer the Drawing Appendix X
i	Shop 1 (R5)	10.90	
ii	Shop 2 (R6)	10.84	
iii	Shop 3 (R7)	11.20	
iv	Shop 4 (R8)	11.70	
	Total 1	44.64	
2	<b>Boarding Area</b>		
i	DF-01 (R1)	27.73	
ii	DF-02 (R2)	28.38	
iii	DF-03 (R3)	27.71	
iv	Food and Beverages (R4)	27.22	
	Total 2	111.04	
3	<b>Departure First Floor</b>		
i	VIP Lounge 1	205.12	
ii	VIP Lounge 2	170.58	
	Total 3	375.70	
	Total 4	0.00	
	<b>Total (1+2+3+4)</b>	<b>531.38</b>	Sq. m.



## APPENDIX VII

Area to be maintained and cleaned

Civil Aviation Authority of Nepal						
Gautam Buddha International Airport Project						
Bhairahawa, Rupandehi						
Quantity Sheet						
Cleaning works Area of the International Terminal Building and other Buildings at GBIACAO.						
S.N.	Description	No.	Length	Breadth	Quantity	Remarks
1	<b>International Terminal Building Complex.:</b> Clean and up date the <b>marble, granite and tile floor area and ceilings upto height 5.5m</b> at Public places such as Departure Check-in, Immigration, Departure hall and Sterile hall in Departure area and Immigration and Custom hall in arrival area, staircase including necessary spot moping, dry or wet moping, scurbing by using floor scrubber machine (supplied by client)) @ minimum two times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES (work to be executed for 24 hours per day).					
	<b>Ground Floor :</b>					
	<b>Departure Building area:</b>					
	Hold Baggage X Ray Area	1	Area =104.68Sq.m		104.68	
	Departure Entrance Hall	1	Area =923.04Sq.m		923.04	<b>Marble/Granite</b>
	Immigration counter/ Security Check in areas	1	Area =1201.58Sq.m		1,201.58	<b>Marble/Granite</b>
	Departure Lounges	1	Area =662.42Sq.m		662.42	<b>Tile</b>
	Terminal Duty Office(TDO) Room 1	1	Area =47.07Sq.m		47.07	
	Terminal Duty Office(TDO) Room	1	Area =29.63Sq.m			



	2			29.63	
	Terminal Duty Office(TDO) Room 3	1	Area =29.63Sq.m	29.63	
	Confrence Hall	1	Area =108.72Sq.m	108.72	
	Smoking & Baby Care Room	1	Area =56.8Sq.m	56.80	
	Security Check Room	1	Area =25.11Sq.m	25.11	
	Suspicious Search Room	1	Area =26.24Sq.m	26.24	
	Immigration Office 1	1	Area =38.93Sq.m	38.93	
	Immigration Office 2	1	Area =41.74Sq.m	41.74	
	Room next to Suspicious Room	1	Area =27.5Sq.m	27.50	
	DB Room	1	Area =84.39Sq.m	84.39	
	Main Communication Room	1	Area =25.28Sq.m	25.28	
	Custom Office	1	Area =52.81Sq.m	52.81	
	Suspicious Baggage Checking Room	1	Area =54.3Sq.m	54.30	
	Suspicious Baggage Operation Room	1	Area =111.4Sq.m	111.40	
	Ramp Operation Room	1	Area =167.5Sq.m	167.50	
	Second Floor Area	1	Area =3364.65Sq.m	3,364.65	
	Basement Area	1	Area =2218.75Sq.m	2,218.75	
	<b>Arrival Building area :</b>	1			
	Arrival Lounge	1	Area =327.83Sq.m	327.83	<b>Tile</b>
	Immigration/Arrival Baggage Claim Area	1	Area =1204.97Sq.m	1,204.97	<b>Marble/Granite</b>
	Custom/Immigration/ First Aid Room	1	Area =305.5Sq.m	305.50	
	Security Room	1	Area =20.97Sq.m		





				20.97	
	Lost and Found Office	1	Area =31Sq.m	31.00	
	Ramp Operation Room	1	Area =111.5Sq.m	111.50	
	Quarentine Room	1	Area =52.8Sq.m	52.80	
	Visa and Immigration Office	1	Area =51.5Sq.m	51.50	
	Electrical Room	1	Area =8.77Sq.m	8.77	
	Isolation room	1	Area =16.63Sq.m	16.63	
	Center area of Arrival and Departure Building outside	1	Area =325Sq.m	325.00	
	Center area of Arrival and Departure Building (stupa area)	1	Area =306.23Sq.m	306.23	
	Departure and Arrival Landside Side Porch(North Side Concrete Tile)	1	Area =1823.65Sq.m	1,823.65	
	<b>First Floor, Immigration / Departure area :</b>				
	Airport Operating Center, General Command	1	Area =313.52Sq.m	313.52	
	Corridor(Fantasia White Tiles)	1	Area =1496.3Sq.m	1,496.30	<b>Fontasia Tile</b>
	Corridor(Marble/Granite)	1	Area =36.5Sq.m	36.50	<b>Marble</b>
	Office 1	1	Area =55.53Sq.m	55.53	
	Office 2	1	Area =54.2Sq.m	54.20	
	Office 3	1	Area =52.85Sq.m	52.85	
	Office 4	1	Area =38.93Sq.m	38.93	
	Office 5	1	Area =32.38Sq.m	32.38	
	DB Room	1	Area =38.66Sq.m	38.66	
	ATC	1	Area =31.26Sq.m		



				31.26	
	Police Office(DNC)	1	Area =18.57Sq.m	18.57	
	NIB	1	Area =32.39Sq.m	32.39	
	<b>First Floor, Arrival area :</b>				
	Emergency Control Center	1	Area =165.49Sq.m	165.49	
	Announcement Room	1	Area =52.85Sq.m	52.85	
	CCTV Monitoring Room	1	Area =60.01Sq.m	60.01	
	Equipment Room	1	Area =51.14Sq.m	51.14	
	Main Telecommunicatioon Room	1	Area =1532.8Sq.m	1,532.80	<b>Raised Floor</b>
	Office 6	1	Area =85.5Sq.m	85.50	
	Office 7	1	Area =141.85Sq.m	141.85	
	Security Back up Center	1	Area =85.5Sq.m	85.50	
	Staircases in ITB	1	Area =219.9Sq.m	219.90	
	Domestic Terminal Building, VIP rooms plinth area		Area =1309.1Sq.m	1,309.10	
	<b>Grand Total Area :</b>			<b>19,893.75</b>	<b>Sq.m.</b>
2	Clean and update the VIP room and its associated area of ITB including all walls, ceiling ,all floors (carpeted, parquated, marble, tiles, granite and ordinary), doors and windows, glasses, furniture and fixtures including toilets, passages and staircase/lifts at both ends from main entrance to VIP room all complete work minimum two times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES (works to be executed for 24 hours per day or as required).				



	Guard Room VIP Entrance Area	1	Area =11.4Sq.m	11.40	
	VIP Entrance Area(North East area)	1	Area =56.3Sq.m	56.30	
	VIP Lounge 1	1	Area =206.93Sq.m	206.93	
	VIP Lounge 1 attached Toilet	1	Area =14.24Sq.m	14.24	
	VIP Lounge 1 attached Kitchen	1	Area =16.61Sq.m	16.61	
	VIP Lounge 1 attached Smoking Room	1	Area =17.44Sq.m	17.44	
	VIP Lounge 2	1	Area =173.84Sq.m	173.84	
	VIP Lounge 2 attached Toilet	1	Area =20.91Sq.m	20.91	
	VIP Lounge 2 attached Kitchen	1	Area =30.55Sq.m	30.55	
	VIP Lounge 2 attached Smoking Room	1	Area =15.52Sq.m	15.52	
	CIP Room	1	Area =87.74Sq.m	87.74	
	VIP Room	1	Area =72.83Sq.m	72.83	
	<b>Grand Total Area :</b>			<b>724.31</b>	<b>Sq.m.</b>
3	Clean and update the toilets including walls, floor, ceiling, urinal, basins, looking mirror etc all complete work minimum four times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES (works to be executed for 24 hours or as required ).				
	Toilet area (North East Side)	1	Area =112.86Sq.m	112.86	
	Departure Lounge Toilet area (South East Side)	1	Area =54Sq.m	54.00	
	Toilet area (North West Side)	1	Area =54.7Sq.m	54.70	
	Toilet area 1 (South West Side)	1	Area =55.5Sq.m		



				55.50	
	Toilet area 2 (South West Side)	1	Area =54.1Sq.m	54.10	
	Toilet East Side	1	Area =54.31Sq.m	54.31	
	Toilet West Side	1	Area =39.77Sq.m	39.77	
	Admin Toilet				
	Toilet(East) GF				
	Gents (Ceramic Tile Flooring)	1	Area =6.79Sq.m	6.79	
	Ladies (Ceramic Tile Flooring)	1	Area =6.85Sq.m	6.85	
	Utility (Ceramic Tile Flooring)	1	Area =3.77Sq.m	3.77	
	Toilet(West) GF				
	Gents (Ceramic Tile Flooring)	1	Area =9.21Sq.m	9.21	
	Ladies (Ceramic Tile Flooring)	1	Area =6.82Sq.m	6.82	
	Handicapped (Ceramic Tile Flooring)	1	Area =3.77Sq.m	3.77	
	Utility (Ceramic Tile Flooring)	1	Area =1.38Sq.m	1.38	
	Toilet(East) FF				
	Gents (Ceramic Tile Flooring)	1	Area =9.15Sq.m	9.15	
	Ladies (Ceramic Tile Flooring)	1	Area =6.91Sq.m	6.91	
	Utility (Ceramic Tile Flooring)	1	Area =2.58Sq.m	2.58	
	Toilet(West) FF				
	Gents (Ceramic Tile Flooring)	1	Area =9.15Sq.m	9.15	
	Ladies (Ceramic Tile Flooring)	1	Area =6.91Sq.m	6.91	
	Utility (Ceramic Tile Flooring)	1	Area =2.58Sq.m	2.58	
	Toilet GM Room	1	Area =3.25Sq.m	3.25	
	Control Tower Toilet (6th floor)	1	Area =5.41Sq.m	5.41	
	<b>Grand Total Area :</b>			<b>509.77</b>	<b>Sq.m.</b>
4	Clean and up date the GBIACAO office and associated buildings area including celling, toilets, corridors, office floor, furnitures and fixtures all complete including necessary vaccuming, spot moping, dry or wet moping etc minimum two times a shift or as required including disposal of dust and wastes				



	materials at an appropriate place as directed by GBIACAO/CES. (works to be in Office hours or as required).					
<b>a</b>	<b>Admin Building (Ground Floor)</b>					
	Entrance(Marble Flooring)	1	Area =15.52Sq.m	15.52	<b>Sq.m.</b>	
	Entrance Lobby(Vetrified Tile Flooring)	1	Area =59.14Sq.m	59.14		
	Security Guard Room	2	Area =27.58Sq.m	27.58		
	Office (Ceramic Tile Flooring)	1	Area =46.1Sq.m	46.10		
	Office (Vetrified Tile Flooring)	1	Area =45.01Sq.m	45.01		
	Office (Ceramic Tile Flooring)	1	Area =45.55Sq.m	45.55		
	Mechanical Room (Vinyl Flooring)	1	Area =45.01Sq.m	45.01		
	Electrical Room (Vinyl Flooring)	1	Area =46.2Sq.m	46.20		
	CNS Room (Vinyl Flooring)	1	Area =25.34Sq.m	25.34		
	ALCMS Maintenance Room (Vinyl Flooring)	1	Area =18.56Sq.m	18.56		
	Account Office (Ceramic Tile Flooring)	1	Area =32Sq.m	32.00		
	Corporate Office (Vetrified Tile Flooring)	1	Area =32.02Sq.m	32.02		
	Duty Officer room (Ceramic Tile Flooring)	1	Area =33.17Sq.m	33.17		
	Monitoring Room (Vinyl Flooring)	1	Area =20.28Sq.m	20.28		
	Main Telecommunication Room (Vinyl Flooring)	1	Area =55.05Sq.m	55.05		
	UPS Room (Vinyl Flooring)	1	Area =19.86Sq.m	19.86		
	Corridor Eastward(Vetrified Tile Flooring)	1	Area =78.21Sq.m	78.21		
	Corridor Westward(Vetrified Tile	1	Area =76.39Sq.m			



	Flooring)			76.39	
	Control Tower Entrance Room	1	Area =61.18Sq.m	61.18	
	Eastward/Westward Entry				
	Porch	2	Area =13.66Sq.m	13.66	
	Ramp	2	Area =19.64Sq.m	19.64	
	Control Tower Entrance Room	1	Area =61.18Sq.m	61.18	
	<b>Admin Building (First Floor)</b>				
	Airport Manager Room(Ceramic Tile Flooring)	1	Area =42.8Sq.m	42.8	
	GM room Toilet	1	Area =2.2Sq.m	2.2	
	Meeting Hall(Glazed Vitrified Tile Flooring)	1	Area =93.4Sq.m	93.4	
	Guard Room	1	Area =8.7Sq.m	8.7	
	Guard Room Toilet	1	Area =4.49Sq.m	4.49	
	Confrence Hall(Glazed Vitrified Tile Flooring)	1	Area =94.49Sq.m	94.49	
	Night Duty room	1	Area =8.7Sq.m	8.7	
	Toilet	1	Area =4.49Sq.m	4.49	
	Library	1	Area =45.65Sq.m	45.65	
	Approach Control Room	1	Area =32.09Sq.m	32.09	
	RCC Room	1	Area =32.09Sq.m	32.09	
	Breifing Room	1	Area =33.27Sq.m	33.27	
	Office	1	Area =32.09Sq.m	32.09	
	Deputy Airport Manager Room 1	1	Area =20.4Sq.m	20.4	
	Deputy Airport Manager Room 2	1	Area =22.82Sq.m	22.82	
	Deputy Airport Manager Room 3	1	Area =20.37Sq.m	20.37	
	Corridor 1	1	Area =58.79Sq.m	58.79	
	Corridor 2	1	Area =58.79Sq.m	58.79	
	Common Lounge	1	Area =68.27Sq.m	68.27	
	Second Floor				
	Terrace	1	Area =800.2Sq.m	800.2	terrazo tile
	Hall Tile Flooring	1	Area =41.26Sq.m	41.26	tile
	Terrace	1	Area =443.2Sq.m	443.2	
	Staircase	2	Area =39.96Sq.m	39.96	Marble



b	<b>Control tower</b>				
	Basement				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Ground Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	First Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Second Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Third Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Fourth Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Toilet		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	



	Fifth Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	ATC Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Sixth Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Equipment room		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Toilet		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Seventh Floor				
	Control Cab		Area =48.2Sq.m	48.20	
	Control Tower Staircase	8 Nos.	Area =88.72Sq.m	88.72	<b>Marble</b>
	Temporary Cargo Building Plinth area		Area =2830Sq.m	2,830.00	
	<b>Grand Total Area :</b>			<b>6,120.52</b>	<b>Sq.m</b>
5	Clean and update the PCC floor and Stone paved floor including necessary spot moping, dry or wet moping and sweeping minimum two times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES (works to be executed for 24 hours or as required). (For 1000 m <sup>2</sup> )				
	Arrival building Side Porch(West Side)	1	Area =383.19Sq.m	383.19	
	Departure Baggage Makeupe Area(South East area)	1	Area =810.6Sq.m	810.60	
	<b>Sub Station Building Plinth area</b>	1	Area =655.93Sq.m	655.93	
				<b>1,849.72</b>	<b>Sqm</b>





6	Clean and update the doors, windows, glazed partitions and ventilations etc. including washing and squeeze dry all glasses and frames all complete work minimum one time per week or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES.				
	<b>Departure Building</b>				
	East Side		Area =330.36Sq.m	330.36	
	West Side		Area =372.84Sq.m	372.84	
	North Side				
	Inside the building		Area =139.26Sq.m	139.26	
	Outer		Area =202.7Sq.m	202.70	
	South Side				
	Inside building		Area =159.15Sq.m	159.15	
	Outer		Area =241.22Sq.m	241.22	
	<b>Arrival Building</b>				
	East Side		Area =372.84Sq.m	372.84	
	West Side		Area =319.45Sq.m	319.45	
	North Side				
	Inside the building		Area =39.79Sq.m	39.79	
	Outer		Area =70.49Sq.m	70.49	
	South Side				
	Inside building		Area =34.33Sq.m	34.33	
	Outer		Area =109.58Sq.m	109.58	



	Administration Building					
	Windows and Ventilations		Area =483.42Sq.m		483.42	
	Control Tower					
	Windows and Ventilations		Area =155.64Sq.m		155.64	
	Bridge Between Arrival and Departure Building		Area =101.53Sq.m		101.53	
	Grand Total Area :				3,132.60	Sq.m.
7	Clean and update the Apron area including brooming and collect out the papers, bottles, plastics etc. all complete with necessary man power and tools @ minimum once a shift or as when required regularly including disposal of wastes at an appropriate place as instruction by the Engineer					
	Admin Parking area		Area=2336Sq.m		2,336.00	
	Apron Parking International		Area=55862Sq.m		55,862.00	
	Apron Parking Domestic		Area=8518Sq.m		8,518.00	
	Car Parking area		Area=23008Sq.m		23,008.00	
			Total		89,724.00	sq.m
8	Cleaning of the Grass area around the apron including collect out the papers, bottles, plastics etc. all complete with necessary man power and tools @ minimum once a shift or as when required regularly including disposal of wastes at an appropriate place as instruction by the Engineer.					
	Grass Area in Inte'l Apron Area boundary	1	721.00	20.00	14,420.00	
	Grass Area in Domestic Apron Area boundary	1	239.64	10.00	2,396.40	
					16,816.40	Sq.m.



9	Clean and up date the MS platform of Arrival and Departure Buildings including cleaning and removing dusts using different cleaning materials all complete work minimum twice a year or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES. (works to be in done in appropriate time as instruction by the Engineer). (Total area= 1873 sqm)		Area =1873Sq.m	1,873.00	<b>Sq.m.</b>
10	Clean and up date the tile floors and walls of Pond between Arrival and Departure Buildings and Musical fountain infront of ITB including cleaning and removing dirt all complete work minimum once a month or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES. (works to be in done in appropriate time as instruction by the Engineer). (Total area= 671 sqm)	1	Area =671Sq.m	671.00	<b>Sq.m.</b>
11	Clean and up date the ceilings of Arrival and Departure Buildings including climbing on the ceilings, cleaning and removing dusts from truss and ceiling surface using different cleaning materials all complete work minimum two times in a year or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES. (works to be in done in appropriate time as instruction by the Engineer). (Total area= 9773 sqm Max Height= 16m)	1	Area =9773Sq.m	9,773.00	<b>Sq.m.</b>
	<b>Total Area</b>			<b>151,088.07</b>	<b>Sq.m.</b>



## APPENDIX VIII

### Parking Area

CIVIL AVIATION AUTHORITY OF NEPAL							
GAUTAM BUDDHA INTERNATIONAL AIRPORT PROJECT							
Bhairahawa, Rupandehi							
-							
Parking Areas in GBIACAO.							
Vehicle	International Car Parking Area		Domestic Car Parking Area		Staff Car Parking Area		Remarks
	Area( Sqm)	Slots	Area( Sqm)	Slots	Area( Sqm)	Slots	
Mini Bus	-	-	600	15 (10mX 4m)	-	-	
Car/Jeep/Van	1815	121 (5m X 3m)	650	52 (5m X 2.5m)	225	18 (5m X 2.5m)	
	87.5	10 (3.5m X 2.5m)	385	22 (5m X 3.5m)	189.63	12 (6.45m X 2.45m)	
Motorbikes/ Scooters	-	-	260	130 (2m X 1m)	160	80 (2m X 1m)	
Total Area	5729		5585		1876		including movement area



## APPENDIX IX

### Gardening Area

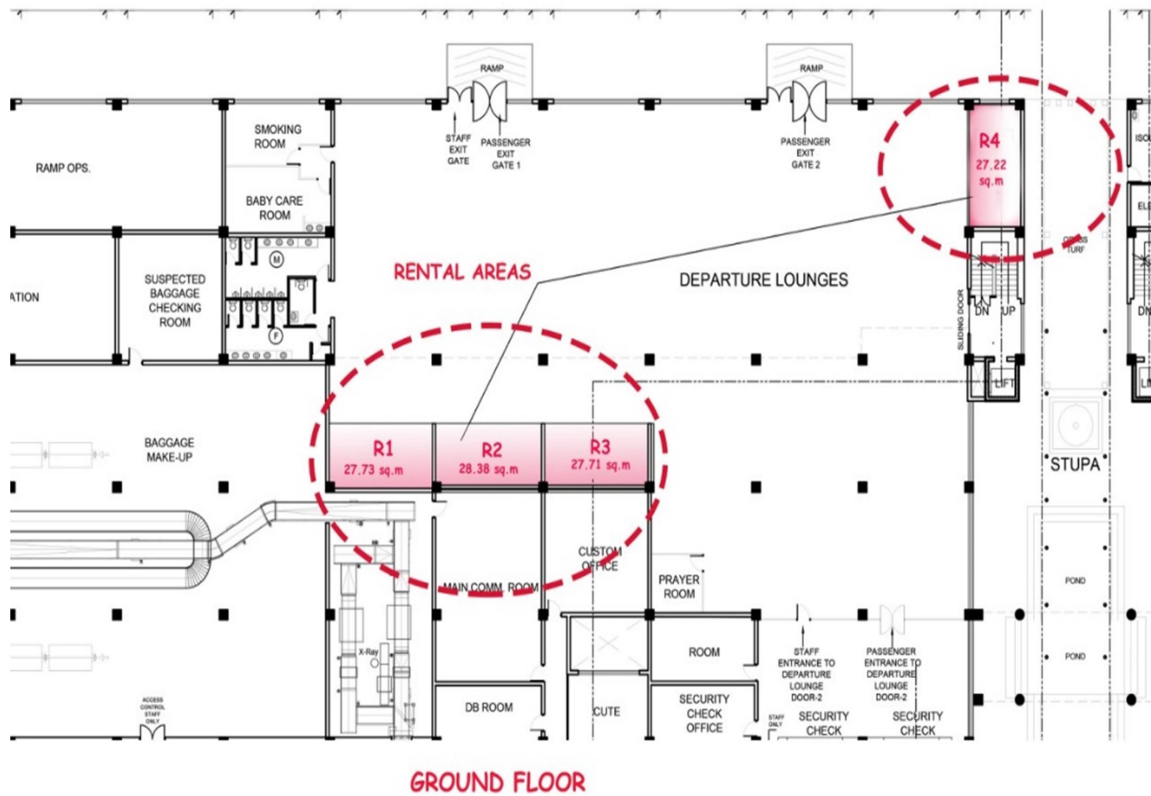
CIVIL AVIATION AUTHORITY OF NEPAL							
GAUTAM BUDDHA INTERNATIONAL AIRPORT PROJECT							
Bhairahawa, Rupandehi							
Quantity Sheet							
Garden Areas in GBIACAO.							
S.N	Description	Nos	Measurements			Quantity	Remarks
			Length	Width	Height		
1	Maintaining/Trimming of different types and sizes of trees/shrubs at required shape including necessary weeding, watering, cleaning all complete as directed by GBIACAO /CED. (Frequency = 2 times in month).						
	Duranta Ereta	3000				3,000.00	
	American Arborvitae	149				149.00	
	Washington Palm	100				100.00	
	Bismerica Palm Siver	10				10.00	
	Travlar Palm	25				25.00	
	Ficus Benjimina Black	100				100.00	
	Step bush Plant	15				15.00	
	Other Plants	300				300.00	
		Total numbers for one frequency:				3,699.00	
	Assuming rotation of work is 2 times in every month:	<b>Total :</b>				<b>7,398.00</b>	<b>Nos.</b>
		Total numbers for a year				<b>88,776.00</b>	<b>Nos.</b>
2	Maintaining of carpet grass and mix type garden area at different area of GBIA including necessary watering, trimming, cutting, cleaning all complete work. (Frequency =2 times in month).						
	Infront of ITB	1	Area =1485Sq.m			1,485.00	avg width
	Between arrival and departure building	1	Area =75.88Sq.m			75.88	
	Northside Infront of Admin Building	1	Area =916Sq.m			916.00	
	EastSide infront of admin Building	1	Area =208Sq.m				

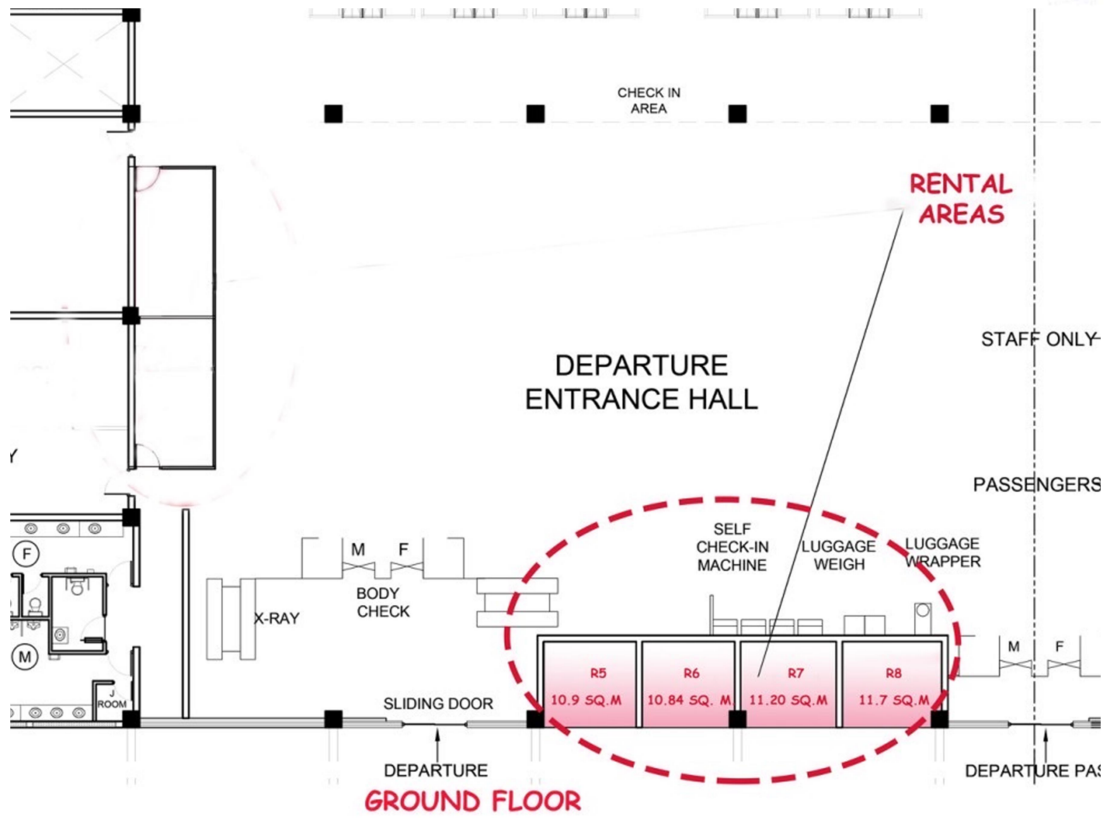


				208.00	
	Infront of Cargo Building	1	Area =265Sq.m	265.00	
	East side of police quarter	1	Area =725Sq.m	725.00	
	Northside of Parking area DTB	1	Area =417Sq.m	417.00	
	Sides of Entry access roads in DTB	1	Area =720Sq.m	720.00	avg width
	Sides of Exit access roads in DTB	1	Area =270Sq.m	270.00	avg width
		Total Area for one frequency:		5,081.88	
	Assuming rotation of work is 2 times in every month:	<b>Total Area:</b>		<b>10,163.76</b>	<b>Sqm</b>
		Total area for a year		<b>121,965.12</b>	<b>Sq.m.</b>

## APPENDIX X

### Drawings of rental areas









# CONTRACT DOCUMENT

of

GAUTAM BUDDHA INTERNATIONAL AIRPORT LEASING  
OUT THE COMMERCIAL SPACE, PARKING, OPERATION &  
MAINTENANCE OF TERMINAL BUILDING WITH  
GARDENING PROJECT

Between

CIVIL AVIATION AUTHORITY OF NEPAL  
Corporate Directorate, Babarmahal, Kathmandu  
Nepal

And

*Insert Name and address of the Contractor*

*(Insert Date of Agreement)*





## Article 1.

### Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Contractor]* (hereinafter called the “Contractor”).

*[Note:* If the Contractor consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Contractor’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Contractor”).]

#### WHEREAS

- (a) the Client has requested the Contractor to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Contractor, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

The Conditions of Contract;

Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

- Appendix A: Area to be Leased
- Appendix B: Area to be cleaned and maintained
- Appendix C: Scope of the Project
- Appendix D: CV of Cleaning Manager
- Appendix E: RFP
- Appendix F: Minutes of Negotiation Meetings

In the event of any inconsistency between the documents, the following order of precedence shall prevail: Contract Agreement, the Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E, and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
  - (a) the Contractor shall carry out the Services and pay annuity fee in accordance with the provisions of the Contract; and



(b) the Client shall make available the space for leasing out to contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of Contractor *[Name of Contractor or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Contractor – name and signature]*

*[Note: If the Contractors consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner].*

For and on behalf of each of the members of the Contractor

*[Name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

*[Name of member]*

\_\_\_\_\_  
*[Authorized Representative]*



## **Article 2.**

### **Conditions of Contract**

#### **2.1 Definitions**

- 2.1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 2.1.2 “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- 2.1.3 “Client” means CAAN / GBIACAO agency that signs the Contract for the Services with the Selected Contractor.
- 2.1.4 “Contractor” means a legally-established professional firm or entity selected by the Client to provide the Services under the signed Contract.
- 2.1.5 “Contract” means the legally binding written agreement signed between the Client and the Contractor and which includes all the attached documents listed in the Form of Contract (the Conditions of contract and the Appendices).
- 2.1.6 “Day” means a working day unless indicated otherwise.
- 2.1.7 “Effective Date” means the date on which this Contract comes into force and effect and is after 15 days from the date of agreement.
- 2.1.8 “Expert” means, Key Experts, personnel of the Contractor, Sub-contractor or JV member(s) assigned by the Contractor to perform the Services or any part thereof under the Contract.
- 2.1.9 “Foreign Currency” means any currency other than the currency of the Client’s country.
- 2.1.10 “GCC” means these General Conditions of Contract.
- 2.1.11 “Government” means the government of Nepal (GoN).
- 2.1.12 “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 2.1.13 “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Contractor’s proposal.
- 2.1.14 “Local Currency” means the currency of Nepal (NPR).
- 2.1.15 “Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them.
- 2.1.16 “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- 2.1.17 “Services” means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.
- 2.1.18 “Sub-contractors” means an entity to whom/which the Contractor subcontracts any part of the Services while remaining solely liable for the execution of the Contract.



2.1.19 “Third Party” means any person or entity other than the Government, the Client, the Contractor or a Sub-contractor.

## **2.2 Law Governing Contract:**

2.2.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

## **2.3 Language**

2.3.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **2.4 Communications**

2.4.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the contract agreement.

2.4.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the contract agreement.

2.4.3 If any party is unreachable, the other party shall notify the party by giving notice in the National Daily Newspaper. The notice shall be considered as received by the parties on the day the notice gets published in the National Daily Newspaper.

## **2.5 Location**

2.5.1 The Services shall be performed at such locations as are specified below.

## **2.6 Authority of Member in Charge**

2.6.1 In case the Contractor is a Joint Venture, the members hereby authorize ..... *Insert the name, address, contact no. of the authorized person.....* to act on their behalf in exercising all the Contractor’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.



## **2.7 Authorized Representatives**

- 2.7.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Contractor may be taken or executed by
- 2.7.2 For the Client: ..... *insert the name, address, contact no: of the authorized representative*.....
- 2.7.3 For the Contractor: ..... *insert the name, address, contact no: of the authorized representative*.....

## **2.8 Corrupt and Fraudulent Practices**

- 2.8.1 The CAAN requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in RFP.

## **2.9 Commissions and Fees**

- 2.9.1 The Client requires the Contractor to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

## **2.10 Effectiveness of Contract**

- 2.10.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Contractor instructing the Contractor to begin carrying out the Services.
- 2.10.2 The contract shall be effective after 15 days from issuance of letter of effectiveness of contract from GBIACAO. Effective Date shall be 15 days after the date of agreement

## **2.11 Commencement of Services**

- 2.11.1 The Contractor shall confirm availability of Expert and begin carrying out the Services not later than 15 days from the Effective date.

## **2.12 Expiration of Contract**

- 2.12.1 Unless terminated earlier pursuant to Clause 2.19 hereof, this Contract shall expire at the end of 5 calendar years after the Effective Date or such other time period as the Parties may agree in writing as per clause 2.17.



### **2.13 Modifications or Variations**

- 2.13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.13.2 Any additional areas on the terminal building or other areas shall be leased to the contractor on the same rate but not less than that of CAAN, Airport service charge regulation, 2022 after decision from CAAN.

### **2.14 Force Majeure**

- 2.14.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 2.14.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 2.14.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.15 No Breach of Contract**

- 2.15.1 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.16 Measures to be Taken**

- 2.16.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- 2.16.2 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.





2.16.3 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

## **2.17 Extension of Time**

2.17.1 According to CAAN, Airport service charge Regulation, 2022 there is no provision of Time extension.

## **2.18 Suspension**

2.18.1 The Client may, by written notice of suspension to the Contractor, if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

2.18.1.1 shall specify the nature of the failure, and

2.18.1.2 shall request the Contractor to remedy such failure within a reasonable period granted by CAAN / GBIACAO after receipt by the Contractor of such notice of suspension.

## **2.19 Termination**

2.19.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in this Clause. In such an occurrence the Client shall give fifteen (15) calendar days' written notice of termination to the Contractor.

2.19.1.1 If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.18.1 hereinabove, the Client may have subsequently approved in writing;

2.19.1.2 If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

2.19.1.3 If the contractor gets arrested and gets punishment from court due conducting illegal activities that are related to airport operation activities and hamper the reputation of airport.

2.19.1.4 If the contractor fails to disclose the information as per 2.25.

2.19.1.5 If the contractor fails to pay the fees of total 12 months.

2.19.1.6 If the contractors conduct the act as per 2.23.1.9.

2.19.2 Furthermore, if the Client determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Contractor, terminate the Contractor's employment under the Contract.



## **2.20 Cessation of Rights and Obligations**

2.20.1 Upon termination of this Contract pursuant to Clause 2.19 hereof, or upon expiration of this Contract pursuant to Clause 2.12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law.



## **2.21 Cessation of Services**

- 2.21.1 Upon termination of this Contract by notice as per clause 2.19, the GBIACAO shall issue a 30 days notice to clear all the commercial areas.
- 2.21.2 CAAN, GBIACAO shall not take any liability for the contract between the contractor and sub-contractors and all areas must be cleared within 30 calendar days from the date of publication.
- 2.21.3 GBIACAO shall use the help of local authority in clearing out the space if non cleared within 30 calendar days.

## **2.22 Payment upon Termination**

- 2.22.1 Upon termination of this Contract as per clause 2.19, the Contractor shall make the following payments to the GBIACAO:
  - 2.22.1.1 payment of any remaining dues prior to the effective date of termination;
  - 2.22.1.2 payment of the lease fee till last date of clearance; and
  - 2.22.1.3 reimbursement of any reasonable cost incidental due to harm caused by contractor.

## **2.23 Obligation of the Contractor**

- 2.23.1 Standard of Performance
  - 2.23.1.1 The Contractor shall perform the Services as per the scope of services and carry out the Services with all due diligence, efficiency and economy, in accordance with internationally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. A separate service level agreement (SLA) to ensure the quality and standard of services as per Appendix C shall be done during the performance of the contract wherever required.
  - 2.23.1.2 The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's interests in any dealings with the third parties.
  - 2.23.1.3 The Contractor shall employ and provide such qualified and experienced Expert and manpower as are required to carry out the Services.
  - 2.23.1.4 The Contractor cannot sublease/sub-contract the rental spaces to any other parties.
  - 2.23.1.5 The contractor shall comply consumer protection act, 2075 like display the price list, proper packaging with affix label and foods offered shall be approved by Department of food technology and quality control.
  - 2.23.1.6 The activities disturbing the passenger flow/movement or nuisance to passengers shall not allowed to be conducted in the areas.
  - 2.23.1.7 The leased space shall not be sub-leased/transferrable to any other party. In case of breach of contract, the fine of total area used, based on the CAAN, Airport service charge regulation 2022, shall be made for the duration of occupation of the space until the area is cleared.
  - 2.23.1.8 The GBIACAO shall issue seven days "Notice to vacant" the space used as per 2.23.1.7. The bidder shall promptly act to clear the space within seven days after receiving the notice.
  - 2.23.1.9 Non clearance of the area as per 2.23.1.8 and activities as per 2.23.1.6 shall be considered as breach of contract subject to termination of contract as per 2.19.

## **2.24 Law Applicable to Services**



- 2.24.1 The Contractor shall perform the Services in accordance with the Contract and the Applicable Law of Nepal and shall take all practicable steps to ensure the compliance with the Applicable Law.
- 2.24.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in Nepal when
  - 2.24.2.1 as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or
  - 2.24.2.2 by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 2.24.3 The Client shall notify the Contractor in writing of relevant local customs, and the Contractor shall, after such notification, respect such customs.

## **2.25 Strict Duty to Disclose Conflicting Activities**

- 2.25.1 The Contractor has an obligation and shall ensure that its Personnel shall have an obligation to disclose any received information related to safety, security and potential conflicts in the airport as that may reasonably be perceived as having effect. Failure to disclose said situations may lead to the termination of its Contract.

## **2.26 Accounting, Inspection and Auditing**

- 2.26.1 The Contractor shall keep and shall make all reasonable efforts to cause its Sub-contractors to keep, accurate and systematic accounts and electronic records.
- 2.26.2 The Contractor shall permit and shall cause its Sub-contractors to permit, the Client and/or persons appointed by the Client to inspect the goods and/or all accounts and records and to have such accounts and records audited by auditors.

## **2.27 Obligations of the Client**

- 2.27.1 The Client shall use its best efforts to assist the Contractor with
  - 2.27.1.1 obtaining work permits and such other documents as shall be necessary to enable the Contractor to perform the Services.
  - 2.27.1.2 Facilitating prompt clearance through customs of any property required for the Services.
  - 2.27.1.3 The Client warrants that the Contractor shall have, unimpeded access to the commercial areas in respect of which access is required for the performance of the Services. The client shall charge for airport passes as per airport rules.

## **2.28 Change in the Applicable Law Related to Taxes and Duties**

- 2.28.1 If, after the date of this Contract, there is any change in the applicable law in Nepal with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services shall be the risk of the contractor.



## **2.29 Payment Obligation**

- 2.29.1 In consideration of the Services performed by the Contractor and leasing the commercial space as per Appendix A under this Contract, the Contractor shall make such payments to the Client before start of each trimester in advance.
- 2.29.2 The contractor in case agreed to pay the yearly installment in advance to the client shall be provided five percent discount on the installment as per CAAN, Airport Service Charge Regulation 2022.
- 2.29.3 The yearly revenue to be submitted to CAAN shall be increased yearly (as per Nepalese Fiscal Year) as per inflation rate published by the Nepal Rastra Bank (NRB)

## **2.30 Taxes and Duties**

- 2.30.1 The Contractor, sub-contractors are responsible for meeting any and all tax liabilities arising out of the Contract.

## **2.31 Currency of Payment**

- 2.31.1 Any payment under this Contract shall be made in the Nepalese currency.

## **2.32 Interest on Delayed Payments**

- 2.32.1 If the payment is not paid on/within due date as stated in clause 2.29.1, late fee shall be charged at the rate of zero point zero five percent of revenue per day for sixty days from the last due date and after sixty days the arrears including late fee shall be recovered at the rate of fifteen percent per annum.
- 2.32.2 Should the payment is delayed by three months, the GBIACAO shall deposit the amount to be paid for each trimester including interest by deducting from the performance bank guarantee amount.

## **2.33 Good Faith**

- 2.33.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **2.34 Amicable Settlement**

- 2.34.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 2.34.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, Clause 2.35 shall apply.



### **2.35 Dispute Resolution**

- 2.35.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the arbitration.
- 2.35.2 Arbitration shall be conducted in accordance with Nepal Arbitration Act, and the place of arbitration shall be Nepal.

### **2.36 Accidents**

- 2.36.1 In the event of an accident on the Site, the Contractor shall, by most expeditious means, inform the concerned police authorities and also the Authority.

### **2.37 Safety and Security of Airport**

- 2.37.1 The contractor shall perform its services as per Appendix C without impairing safety and security of the Airport and abide by airport manuals ICAO standards and recommended practices.
- 2.37.2 The GBIACAO may give instructions from time to time during performance of contract to the contractor for maintaining/ improving/mitigating safety and security to the Airport.
- 2.37.3 The contractor after receiving such instruction as per 2.37.2 shall comply immediately. In case if any safety or security concern cause harm to GBIACAO due to non- performance of the instruction, GBIACAO reserves the right to reimburse such/any reasonable amount from the performance security.
- 2.37.4 The GBIACAO shall give the "Notice of reimbursement from performance security" before and after the deduction of amount as per 2.37.3 and 2.32.2 from performance security.



## **Article 3.**

### **Performance Security**

#### **3.1 Amount and Validity:**

- 3.1.1 Upon acceptance of the bid, the selected bidder shall furnish the Performance security from Commercial Bank eligible to issue Bank Guarantee as per prevailing Law in Nepal no later than 30 calendar days after receiving Letter of Acceptance, which shall be in the form of unconditional, on-demand bank guarantee of amount equal to 25% of total revenue proposed for the contract duration. The yearly price index shall not be considered for the purpose of calculating the performance security.
- 3.1.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank eligible to issue Bank Guarantee as per prevailing Law in Nepal.
- 3.1.3 The performance security shall be valid up to 5 years and shall be extended if the contract is extended.

#### **3.2 Appropriation of Performance Security:**

- 3.2.1 Upon occurrence of a Contractor's Default as per conditions of contract clause 2.19, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to forfeit the Performance Security as Damages for such Default.
- 3.2.2 The contractor shall submit the performance Security as per 3.1 after the deduction of reimbursement per 2.37.3 and 2.32.2 within seven (7) days of receipt of "Notice of reimbursement from performance security".

#### **3.3 Release of Performance Security:**

- 3.3.1 Upon request made by the Contractor for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Appendix C and conditions of contract, the Authority shall release the Performance Security forthwith.



### 3.4 Format of Performance Security

(On letterhead paper of the Commercial Bank eligible to issue Bank Guarantee as per prevailing Law in Nepal.)

Bank's Name, and Address of Issuing Branch or Office .....

Beneficiary: ..... Name and Address of Employer .....

Date: .....

Performance Guarantee No.:.....

We have been informed that ... .. [insert name of the Contractor] (hereinafter called "the Contractor") has been notified by you to sign the Contract No. .... [insert reference number of the Contract] for the execution of ..... [insert name of contract and brief description of Works] (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the.....Day of ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....

Seal of Bank and Signature(s)





## Article 4.

### Appendices

#### 4.1 Appendix A:

#### Area to be Leased

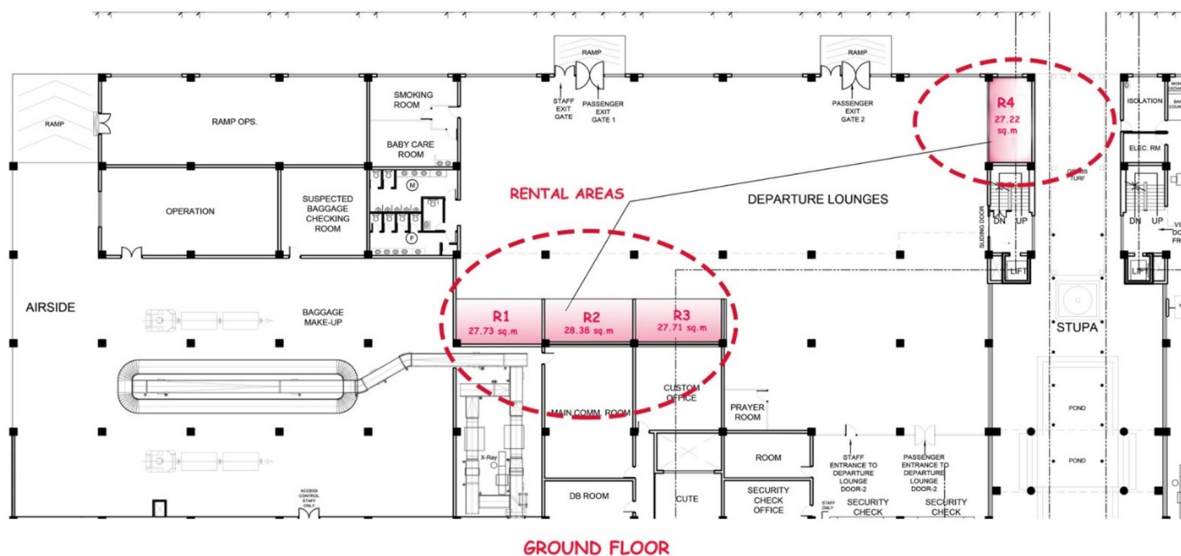
#### CIVIL AVIATION AUTHORITY OF NEPAL GAUTAM BUDDHA INTERNATIONAL AIRPORT PROJECT

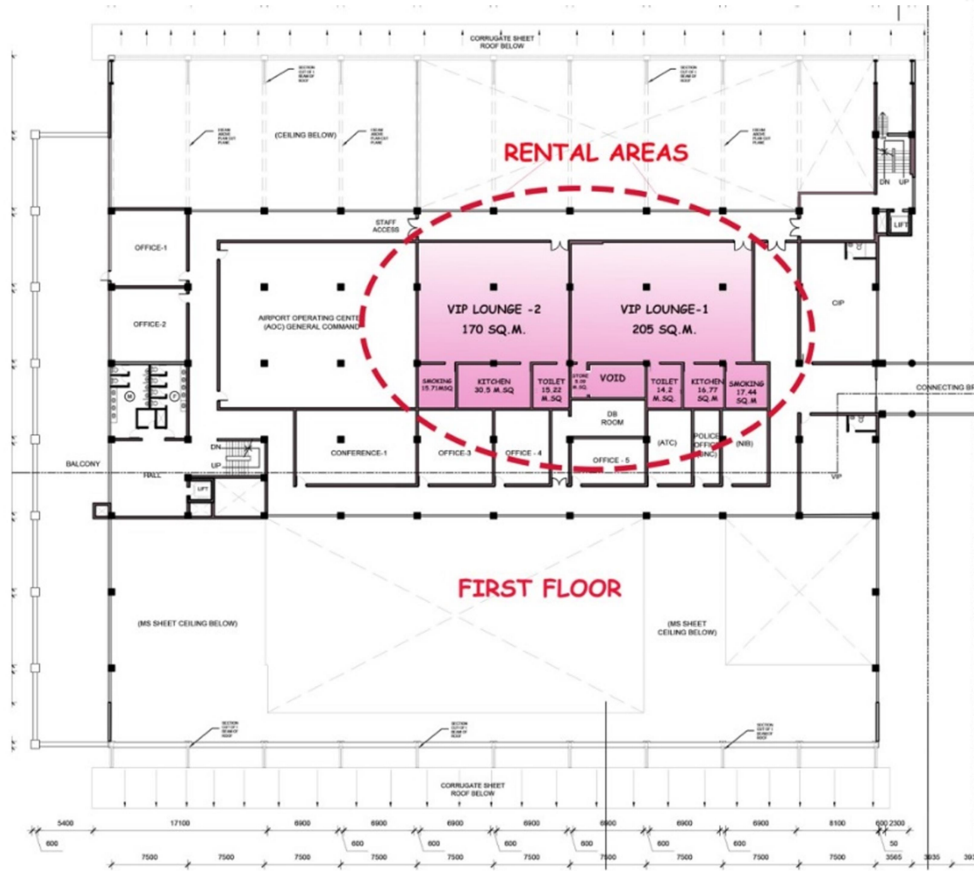
Bhairahawa, Rupandehi

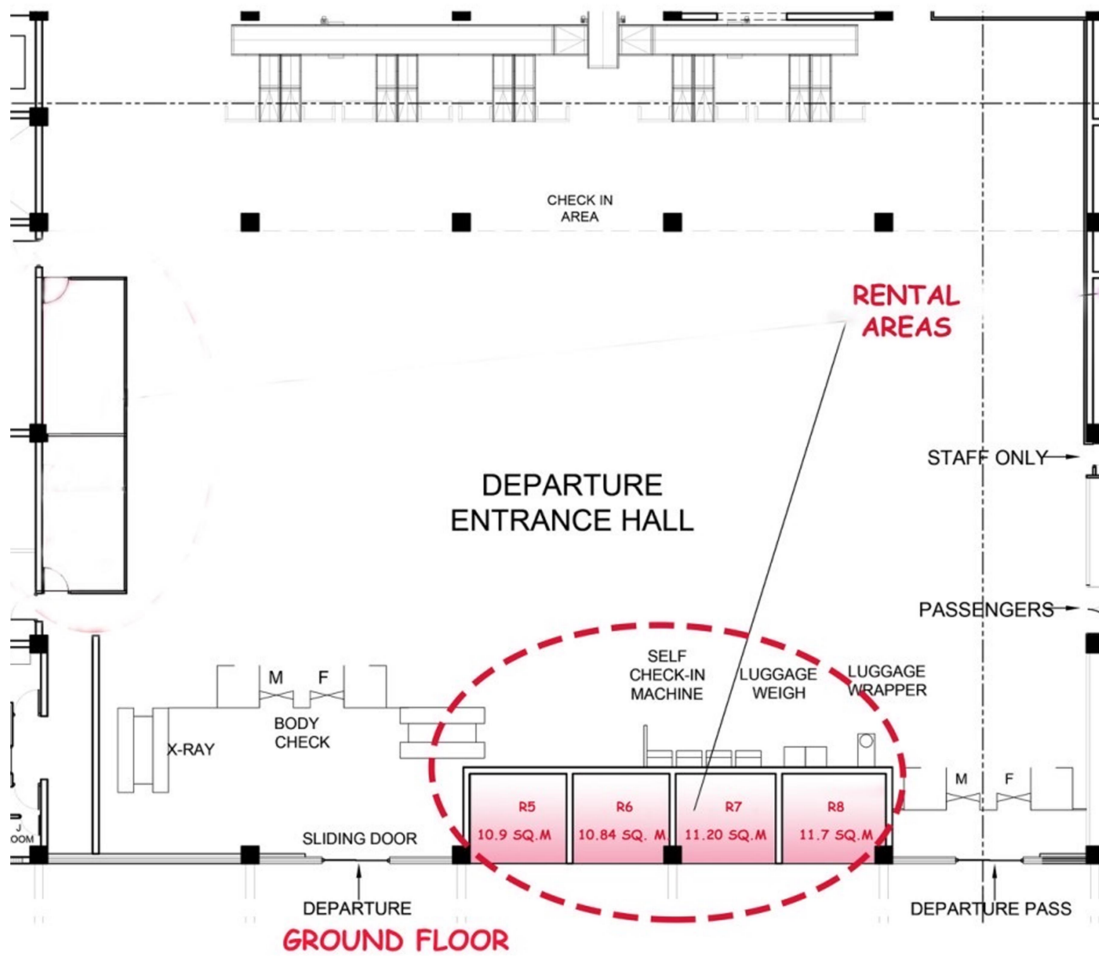
#### Area Sheet

#### Stall/Shop/Shutter Areas in GBIACAO.

SN.	Description	Area (Square Meter)	Remarks
1	Shutters in departure building		Refer the Drawing
i	Shop 1 (R5)	10.90	
ii	Shop 2 (R6)	10.84	
iii	Shop 3 (R7)	11.20	
iv	Shop 4 (R8)	11.70	
	Total 1	44.64	
2	<b>Boarding Area</b>		
i	DF-01 (R1)	27.73	
ii	DF-02 (R2)	28.38	
iii	DF-03 (R3)	27.71	
iv	R4	27.22	
	Total 2	111.04	
3	<b>Departure First Floor</b>		
i	VIP Lounge 1	205.12	
ii	VIP Lounge 2	170.58	
	Total 3	375.70	
	Total 4	0.00	
	<b>Total (1+2+3+4)</b>	<b>531.38</b>	Sq. m.









## 4.2 Appendix B:

### Area to be cleaned and maintained

Civil Aviation Authority of Nepal						
Gautam Buddha International Airport Project						
Bhairahawa, Rupandehi						
<u>Quantity Sheet</u>						
Cleaning works Area of the International Terminal Building and other Buildings at GBIACAO.						
S.N.	Description	No.	Length	Breadth	Quantity	Remarks
1	<b>International Terminal Building Complex.:</b> Clean and update the <b>marble, granite and tile floor area and ceilings up to height 5.5m</b> at Public places such as Departure Check-in, Immigration, Departure hall and Sterile hall in Departure area and Immigration and Custom hall in arrival area, staircase including necessary spot moping, dry or wet moping, scrubbing by using floor scrubber machine (supplied by client)) @ minimum two times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES (work to be executed for 24 hours per day).					
	<b>Ground Floor :</b>					
	<b>Departure Building area:</b>					
	Hold Baggage X Ray Area	1	Area =104.68Sq.m		104.68	
	Departure Entrance Hall	1	Area =923.04Sq.m		923.04	<b>Marble/Granite</b>
	Immigration counter/ Security Check in areas	1	Area =1201.58Sq.m		1,201.58	<b>Marble/Granite</b>
	Departure Lounges	1	Area =662.42Sq.m		662.42	<b>Tile</b>
	Terminal Duty Office(TDO) Room 1	1	Area =47.07Sq.m		47.07	
	Terminal Duty Office(TDO) Room 2	1	Area =29.63Sq.m		29.63	



Terminal Duty Office(TDO) Room 3	1	Area =29.63Sq.m	29.63	
Confrence Hall	1	Area =108.72Sq.m	108.72	
Smoking & Baby Care Room	1	Area =56.8Sq.m	56.80	
Security Check Room	1	Area =25.11Sq.m	25.11	
Suspicious Search Room	1	Area =26.24Sq.m	26.24	
Immigration Office 1	1	Area =38.93Sq.m	38.93	
Immigration Office 2	1	Area =41.74Sq.m	41.74	
Room next to Suspicious Room	1	Area =27.5Sq.m	27.50	
DB Room	1	Area =84.39Sq.m	84.39	
Main Communication Room	1	Area =25.28Sq.m	25.28	
Custom Office	1	Area =52.81Sq.m	52.81	
Suspicious Baggage Checking Room	1	Area =54.3Sq.m	54.30	
Suspicious Baggage Operation Room	1	Area =111.4Sq.m	111.40	
Ramp Operation Room	1	Area =167.5Sq.m	167.50	
Second Floor Area	1	Area =3364.65Sq.m	3,364.65	
Basement Area	1	Area =2218.75Sq.m	2,218.75	
<b>Arrival Building area :</b>	1			
Arrival Lounge	1	Area =327.83Sq.m	327.83	<b>Tile</b>
Immigration/Arrival Baggage Claim Area	1	Area =1204.97Sq.m	1,204.97	<b>Marble/Granite</b>
Custom/Immigration/ First Aid Room	1	Area =305.5Sq.m	305.50	
Security Room	1	Area =20.97Sq.m		



				20.97	
	Lost and Found Office	1	Area =31Sq.m	31.00	
	Ramp Operation Room	1	Area =111.5Sq.m	111.50	
	Quarentine Room	1	Area =52.8Sq.m	52.80	
	Visa and Immigration Office	1	Area =51.5Sq.m	51.50	
	Electrical Room	1	Area =8.77Sq.m	8.77	
	Isolation room	1	Area =16.63Sq.m	16.63	
	Center area of Arrival and Departure Building outside	1	Area =325Sq.m	325.00	
	Center area of Arrival and Departure Building (stupa area)	1	Area =306.23Sq.m	306.23	
	Departure and Arrival Landside Side Porch(North Side Concrete Tile)	1	Area =1823.65Sq.m	1,823.65	
	<b>First Floor, Immigration / Departure area :</b>				
	Airport Operating Center, General Command	1	Area =313.52Sq.m	313.52	
	Corridor(Fantasia White Tiles)	1	Area =1496.3Sq.m	1,496.30	<b>Fontasia Tile</b>
	Corridor(Marble/Granite)	1	Area =36.5Sq.m	36.50	<b>Marble</b>
	Office 1	1	Area =55.53Sq.m	55.53	
	Office 2	1	Area =54.2Sq.m	54.20	
	Office 3	1	Area =52.85Sq.m	52.85	
	Office 4	1	Area =38.93Sq.m	38.93	
	Office 5	1	Area =32.38Sq.m	32.38	
	DB Room	1	Area =38.66Sq.m	38.66	



	ATC	1	Area =31.26Sq.m	31.26	
	Police Office(DNC)	1	Area =18.57Sq.m	18.57	
	NIB	1	Area =32.39Sq.m	32.39	
	<b>First Floor, Arrival area :</b>				
	Emergency Control Center	1	Area =165.49Sq.m	165.49	
	Announcement Room	1	Area =52.85Sq.m	52.85	
	CCTV Monitoring Room	1	Area =60.01Sq.m	60.01	
	Equipment Room	1	Area =51.14Sq.m	51.14	
	Main Telecommunication Room	1	Area =1532.8Sq.m	1,532.80	<b>Raised Floor</b>
	Office 6	1	Area =85.5Sq.m	85.50	
	Office 7	1	Area =141.85Sq.m	141.85	
	Security Back up Center	1	Area =85.5Sq.m	85.50	
	Staircases in ITB	1	Area =219.9Sq.m	219.90	
	Domestic Terminal Building, VIP rooms plinth area		Area =1309.1Sq.m	1,309.10	
	<b>Grand Total Area :</b>			<b>19,893.75</b>	<b>Sq.m.</b>
2	Clean and update the VIP room and its associated area of ITB including all walls, ceiling ,all floors (carpeted, parquated, marble, tiles, granite and ordinary), doors and windows, glasses, furniture and fixtures including toilets, passages and staircase/lifts at both ends from main entrance to VIP room all complete work minimum two times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES (works to be executed for 24 hours per day				





	or as required).					
	Guard Room VIP Entrance Area	1	Area =11.4Sq.m	11.40		
	VIP Entrance Area(North East area)	1	Area =56.3Sq.m	56.30		
	VIP Lounge 1	1	Area =206.93Sq.m	206.93		
	VIP Lounge 1 attached Toilet	1	Area =14.24Sq.m	14.24		
	VIP Lounge 1 attached Kitchen	1	Area =16.61Sq.m	16.61		
	VIP Lounge 1 attached Smoking Room	1	Area =17.44Sq.m	17.44		
	VIP Lounge 2	1	Area =173.84Sq.m	173.84		
	VIP Lounge 2 attached Toilet	1	Area =20.91Sq.m	20.91		
	VIP Lounge 2 attached Kitchen	1	Area =30.55Sq.m	30.55		
	VIP Lounge 2 attached Smoking Room	1	Area =15.52Sq.m	15.52		
	CIP Room	1	Area =87.74Sq.m	87.74		
	VIP Room	1	Area =72.83Sq.m	72.83		
	<b>Grand Total Area :</b>			<b>724.31</b>	<b>Sq.m.</b>	
3	Clean and update the toilets including walls, floor, ceiling, urinal, basins, looking mirror etc all complete work minimum four times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES (works to be executed for 24 hours or as required					



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	Toilet area (North East Side)	1	Area =112.86Sq.m	112.86		
	Departure Lounge Toilet area (South East Side)	1	Area =54Sq.m	54.00		
	Toilet area (North West Side)	1	Area =54.7Sq.m	54.70		
	Toilet area 1 (South West Side)	1	Area =55.5Sq.m	55.50		
	Toilet area 2 (South West Side)	1	Area =54.1Sq.m	54.10		
	Toilet East Side	1	Area =54.31Sq.m	54.31		
	Toilet West Side	1	Area =39.77Sq.m	39.77		
	Admin Toilet					
	Toilet(East) GF					
	Gents (Ceramic Tile Flooring)	1	Area =6.79Sq.m	6.79		
	Ladies (Ceramic Tile Flooring)	1	Area =6.85Sq.m	6.85		
	Utility (Ceramic Tile Flooring)	1	Area =3.77Sq.m	3.77		
	Toilet(West) GF					
	Gents (Ceramic Tile Flooring)	1	Area =9.21Sq.m	9.21		
	Ladies (Ceramic Tile Flooring)	1	Area =6.82Sq.m	6.82		
	Handicapped (Ceramic Tile Flooring)	1	Area =3.77Sq.m	3.77		
	Utility (Ceramic Tile Flooring)	1	Area =1.38Sq.m	1.38		
	Toilet(East) FF					
	Gents (Ceramic Tile Flooring)	1	Area =9.15Sq.m	9.15		
	Ladies (Ceramic Tile Flooring)	1	Area =6.91Sq.m	6.91		
	Utility (Ceramic Tile Flooring)	1	Area =2.58Sq.m	2.58		
	Toilet(West) FF					
	Gents (Ceramic Tile Flooring)	1	Area =9.15Sq.m	9.15		
	Ladies (Ceramic Tile Flooring)	1	Area =6.91Sq.m	6.91		
	Utility (Ceramic Tile Flooring)	1	Area =2.58Sq.m	2.58		



	Toilet GM Room	1	Area =3.25Sq.m	3.25	
	Control Tower Toilet (6th floor)	1	Area =5.41Sq.m	5.41	
	<b>Grand Total Area:</b>			<b>509.77</b>	<b>Sq.m.</b>
4	Clean and up date the GBIACAO office and associated buildings area including ceiling, toilets, corridors, office floor, furnitures and fixtures all complete including necessary vaccuming, spot moping, dry or wet moping etc minimum two times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES. (works to be in Office hours or as required).				
a	<b>Admin Building (Ground Floor)</b>				
	Entrance(Marble Flooring)	1	Area =15.52Sq.m	15.52	<b>Sq.m.</b>
	Entrance Lobby(Vetrified Tile Flooring)	1	Area =59.14Sq.m	59.14	
	Security Guard Room	2	Area =27.58Sq.m	27.58	
	Office (Ceramic Tile Flooring)	1	Area =46.1Sq.m	46.10	
	Office (Vetrified Tile Flooring)	1	Area =45.01Sq.m	45.01	
	Office (Ceramic Tile Flooring)	1	Area =45.55Sq.m	45.55	
	Mechanical Room (Vinyl Flooring)	1	Area =45.01Sq.m	45.01	
	Electrical Room (Vinyl Flooring)	1	Area =46.2Sq.m	46.20	
	CNS Room (Vinyl Flooring)	1	Area =25.34Sq.m	25.34	
	ALCMS Maintenance Room (Vinyl Flooring)	1	Area =18.56Sq.m	18.56	
	Account Office (Ceramic Tile Flooring)	1	Area =32Sq.m	32.00	
	Corporate Office (Vetrified Tile Flooring)	1	Area =32.02Sq.m	32.02	



Duty Officer room (Ceramic Tile Flooring)	1	Area =33.17Sq.m	33.17	
Monitoring Room (Vinyl Flooring)	1	Area =20.28Sq.m	20.28	
Main Telecommunication Room (Vinyl Flooring)	1	Area =55.05Sq.m	55.05	
UPS Room (Vinyl Flooring)	1	Area =19.86Sq.m	19.86	
Corridor Eastward(Vetrified Tile Flooring)	1	Area =78.21Sq.m	78.21	
Corridor Westward(Vetrified Tile Flooring)	1	Area =76.39Sq.m	76.39	
Control Tower Entrance Room	1	Area =61.18Sq.m	61.18	
Eastward/Westward Entry				
Porch	2	Area =13.66Sq.m	13.66	
Ramp	2	Area =19.64Sq.m	19.64	
Control Tower Entrance Room	1	Area =61.18Sq.m	61.18	
<b>Admin Building (First Floor)</b>				
Airport Manager Room(Ceramic Tile Flooring)	1	Area =42.8Sq.m	42.8	
GM room Toilet	1	Area =2.2Sq.m	2.2	
Meeting Hall(Glazed Vitrified Tile Flooring)	1	Area =93.4Sq.m	93.4	
Guard Room	1	Area =8.7Sq.m	8.7	
Guard Room Toilet	1	Area =4.49Sq.m	4.49	
Confrence Hall(Glazed Vitrified Tile Flooring)	1	Area =94.49Sq.m	94.49	
Night Duty room	1	Area =8.7Sq.m	8.7	
Toilet	1	Area =4.49Sq.m	4.49	
Library	1	Area =45.65Sq.m	45.65	
Approach Control Room	1	Area =32.09Sq.m	32.09	
RCC Room	1	Area =32.09Sq.m	32.09	
Breifing Room	1	Area =33.27Sq.m	33.27	
Office	1	Area =32.09Sq.m	32.09	
Deputy Airport Manager Room 1	1	Area =20.4Sq.m	20.4	
Deputy Airport Manager Room 2	1	Area =22.82Sq.m	22.82	



	Deputy Airport Manager Room 3	1	Area =20.37Sq.m	20.37	
	Corridor 1	1	Area =58.79Sq.m	58.79	
	Corridor 2	1	Area =58.79Sq.m	58.79	
	Common Lounge	1	Area =68.27Sq.m	68.27	
	Second Floor				
	Terrace	1	Area =800.2Sq.m	800.2	<b>terrazo tile</b>
	Hall Tile Flooring	1	Area =41.26Sq.m	41.26	<b>tile</b>
	Terrace	1	Area =443.2Sq.m	443.2	
	Staircase	2	Area =39.96Sq.m	39.96	<b>Marble</b>
<b>b</b>	<b>Control tower</b>				
	Basement				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Ground Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	First Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Second Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Third Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>



	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Fourth Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Toilet		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Fifth Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	ATC Office		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Utility room		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Sixth Floor				
	Hallway		Area =10.02Sq.m	10.02	<b>Fantasia White</b>
	Equipment room		Area =17.07Sq.m	17.07	<b>Oak Betula</b>
	Toilet		Area =5.41Sq.m	5.41	<b>Ceramic Flooring</b>
	Cable Room		Area =1.73Sq.m	1.73	
	Seventh Floor				
	Control Cab		Area =48.2Sq.m	48.20	
	Control Tower Staircase	8 Nos.	Area =88.72Sq.m	88.72	<b>Marble</b>
	Temporary Cargo Building Plinth area		Area =2830Sq.m	2,830.00	
	<b>Grand Total Area :</b>			<b>6,120.52</b>	<b>Sq.m</b>
5	Clean and update the PCC floor and Stone paved floor including necessary spot moping, dry or wet moping and sweeping minimum two times a shift or as required including disposal of dust and wastes materials at an appropriate place as directed by				



	GBIACAO/CES (works to be executed for 24 hours or as required). (For 1000 m <sup>2</sup> )					
	Arrival building Side Porch(West Side)	1	Area =383.19Sq.m	383.19		
	Departure Baggage Make-up Area(South East area)	1	Area =810.6Sq.m	810.60		
	<b>Sub Station Building Plinth area</b>	1	Area =655.93Sq.m	655.93		
				<b>1,849.72</b>	<b>Sqm</b>	
6	Clean and update the doors, windows, glazed partitions and ventilations etc. including washing and squeeze dry all glasses and frames all complete work minimum one time per week or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES.					
	<b>Departure Building</b>					
	East Side		Area =330.36Sq.m	330.36		
	West Side		Area =372.84Sq.m	372.84		
	North Side					
	Inside the building		Area =139.26Sq.m	139.26		
	Outer		Area =202.7Sq.m	202.70		
	South Side					
	Inside building		Area =159.15Sq.m	159.15		
	Outer		Area =241.22Sq.m	241.22		
	<b>Arrival Building</b>					
	East Side		Area =372.84Sq.m	372.84		



	West Side		Area =319.45Sq.m	319.45	
	North Side				
	Inside the building		Area =39.79Sq.m	39.79	
	Outer		Area =70.49Sq.m	70.49	
	South Side				
	Inside building		Area =34.33Sq.m	34.33	
	Outer		Area =109.58Sq.m	109.58	
	<b>Administration Building</b>				
	Windows and Ventilations		Area =483.42Sq.m	483.42	
	Control Tower				
	Windows and Ventilations		Area =155.64Sq.m	155.64	
	Bridge Between Arrival and Departure Building		Area =101.53Sq.m	101.53	
	<b>Grand Total Area :</b>			<b>3,132.60</b>	<b>Sq.m.</b>
7	Clean and update the Apron area including brooming and collect out the papers, bottles, plastics etc. all complete with necessary man power and tools @ minimum once a shift or as when required regularly including disposal of wastes at an appropriate place as instruction by the Engineer				
	Admin Parking area		Area=2336Sq.m	2,336.00	
	Apron Parking International		Area=55862Sq.m	55,862.00	
	Apron Parking Domestic		Area=8518Sq.m	8,518.00	
	Car Parking area		Area=23008Sq.m	23,008.00	
			<b>Total</b>	<b>89,724.00</b>	<b>sq.m</b>





8	Cleaning of the Grass area around the apron including collect out the papers, bottles, plastics etc. all complete with necessary man power and tools @ minimum once a shift or as when required regularly including disposal of wastes at an appropriate place as instruction by the Engineer.					
	Grass Area in Inte'l Apron Area boundary	1	721.00	20.00	14,420.00	
	Grass Area in Domestic Apron Area boundary	1	239.64	10.00	2,396.40	
					<b>16,816.40</b>	<b>Sq.m.</b>
9	Clean and up date the MS platform of Arrival and Departure Buildings including cleaning and removing dusts using different cleaning materials all complete work minimum twice a year or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES. (works to be in done in appropriate time as instruction by the Engineer). (Total area= 1873 sqm)		Area =1873Sq.m		1,873.00	<b>Sq.m.</b>
10	Clean and up date the tile floors and walls of Pond between Arrival and Departure Buildings and Musical fountain infront of ITB including cleaning and removing dirt all complete work minimum once a month or as required including disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES. (works to be in done in appropriate time as instruction by the Engineer). (Total area= 671 sqm)	1	Area =671Sq.m		671.00	<b>Sq.m.</b>
11	Clean and up date the ceilings of Arrival and Departure Buildings including climbing on the ceilings, cleaning and removing dusts from truss and ceiling surface using different cleaning materials all complete work minimum two times in a year or as required including	1	Area =9773Sq.m		9,773.00	<b>Sq.m.</b>



	disposal of dust and wastes materials at an appropriate place as directed by GBIACAO/CES. (works to be in done in appropriate time as instruction by the Engineer). (Total area= 9773 sqm Max Height= 16m)				
	<b>Total Area</b>				<b>151,088.07</b>
					<b>Sq.m.</b>



## 4.3 Appendix C:

### Scope of the Project

- Leasing of commercial space:
  - The selected bidder shall be awarded a 5 years lease of the space inside the terminal building and adjoining shutter as per Appendix A of the Contract Document.
  - The contractor shall imply the law as prescribed in consumer protection act, 2075 like display the price list, proper packaging with affix label and foods offered shall be approved by Department of food technology and quality control.
  - The non-branded shops shall be Nepalese handicraft gift shop to promote local products.
  - The bidder can offer services and facilities that are not limited to the followings:
    - Tea, Coffee, bakery and Confectionaries shop
      - The bidder shall offer the packed and hygienic food that could be reheated and served instantly.
      - The bidder shall not have kitchen to cook food while offering this service while they can offer foods made in their hygienic kitchen located outside terminal building.
      - Oven or microwave oven, refrigerator, Tea/Coffee machines, food reheating machines are only allowed at the shop
      - The product offered shall have well labelled date of manufacturing and expire date.
      - The bidder shall offer service with 25% of discount to employees of CAAN.
    - Gift and Secretarial (Printing, photocopy, fax, internet, Photoshop)
      - The bidder shall offer gift shop offering different gift items and flower, garlands, sash (Khada) along with secretarial services.
    - Forex exchange, remittance Service
      - The bidder shall offer foreign currency exchange facility in appropriate places such that the foreign passenger shall easily utilize the service offered.
      - Remittance counter and ATM service shall be available at appropriate place
    - Banking counter
      - The bidder shall offer banking counter service at appropriate place.
    - Baggage Lamination counter
      - The bidder shall offer baggage lamination counter.
      - The price list shall be properly displayed.
      - The price shall be guided by market rules.
    - Duty paid shop
      - The bidder shall offer duty paid shop offering distillery products of local and international brands, perfume and cosmetics products, electronics items like watch, mobile, laptop, palmtop, tablets, leather items, sweets, shoes and so on.
      - Priority shall be provided to local branded items
    - Handicraft and local product shop
      - The bidder shall offer local handicraft product shop promoting cottage and small industries of Nepal.



- Mobile and SIM card service
  - This counter shall offer SIM card of all registered service provider of the country along with mobiles and accessories
- Executive lounge
  - The bidder shall offer service and facilities at executive lounge.
- Service as directed by GBIA CAO
  - The bidder shall offer other services that are directed by GBIA office as per situation and requirement basis.
- The leased space shall not be sub-leased/transferrable to any other party.
- The activities disturbing the passenger flow/movement or nuisance to passengers shall not allowed to be conducted in the areas.
- The commercial services shall be available to the passengers till the operating hours of airport. The bidder shall utilize spaces as mentioned in clause 2.2 no extra or additional space shall be used for commercial or non-commercial activities.
- The price list shall be displayed properly and with current and up-to-date price to the passengers. The price of the items shall not be greater than that of the price of the same items in other outlets of the same brand. (For eg: Price of the items of the brand “X” in the airport shall be same as in other outlets for the same item of the same brand)
- The wall space shall be decorated such that it promotes the local culture and religion with higher priority to cleanliness.
- Advertising of owns or any other companies shall not be permitted.
- The quality, shape and size of signage of the shop/commercial activity/restaurant shall be approved from GBIA CAO.
- The bidder shall execute computer billing in compliance with Inland Revenue Department (IRD).
- Adequate provision of cleanliness, health, safety and security shall be maintained at all times.
- The bidder shall only construct toughened glass partitions if required.
- The bidder shall maintain the parking area as per Appendix B of the Contract Document.
- Leasing of Parking space
  - The selected bidder shall use the parking space to collect parking fees as per CAAN rules.
  - The selected bidder cannot collect parking fees from the staff of Civil Aviation Authority of Nepal, VIPs, Nepal Police, Nepal Army, Diplomats, Ambulance, Fire Truck and Government Vehicles.
- Cleaning works Area of the International Terminal Building and other Buildings at GBIA CAO Airside areas and land side area as per Appendix B of the contract document:
  - The selected bidder shall be responsible for cleaning the areas as per Appendix B of the contract document and includes but not limited to Access road, footpath, parking, garden, drainage, terminal building areas such as: check-in hall, departure hall, VIP hall, executive lounge, CIP lounge, corridors, arrival hall and other buildings such as: control tower, admin building in clean, hygienic and well operable condition.
  - The restrooms shall be well perfumed and cleaned at all times so as to keep foul smell under control.
  - The bidder shall manage the human resources, cleaning equipment's, and sanitary materials like (soap, liquid hand wash, toilet paper, air freshener, cleaning chemicals, brooms, wipers, mops and so on) at its own cost.



- The bidder shall be responsible for proper waste disposal segregating the recyclable and decomposable waste from airside and landside.
- The bidder shall keep the apron and ramp areas clean of possible foreign object debris.
- Gardening and Beautification works
  - The bidder shall be responsible for gardening and beautification works including but not limited to watering, maintaining all the indoor and outdoor plants, including planting of seasonal flowers and plants.
  - The fountain, steel frame and glass walls and other beautification items shall be kept clean and maintained.
- Maintenance Works as per Appendix B of the contract document:
  - The bidder shall have to conduct maintenance, including but not limited to replacement fittings, commodes, pillar cock, angle valves, urinal etc) of all the restrooms in public areas, to keep them up and running condition. The fittings to be replaced shall be equivalent to Grohe, Jaguar or equivalent.
  - The bidder shall have to conduct electrical maintenance (including but not limited to replacement of fittings telephone sockets, electrical sockets, Internet sockets, lights, bulbs, wiring) of the terminal building and street lights, to keep them in up-to-date condition.
  - The debris hence produced as a part of maintenance works shall be disposed under the supervision and as per the direction of GBIACAO.
  - The bidder shall be responsible for maintenance or replacement of all the items, caused due to bidder's improper handling, negligence, fault or misconduct. GBIACAO reserves unequivocal right to deduct from security deposit and adjust appropriate amount to the extent of such damages or breach.
  - The bidder shall facilitate passengers with free wireless internet, charging station, clean drinking water and maintain them timely.



**4.4 Appendix D: CV of Cleaning Manager**

**4.5 Appendix E: RFP**

**4.6 Appendix F: Minutes of Negotiation Meetings**