

## Attachments for Procedure CA/01

Checklist : CL/CA 01/ 01 – Pre-award Checklist

### Pre-award Checklist

**Contract Name :**

**Contract No :**

S/No	Activity	Status	Remarks
1.	Approval for the award of the contract is obtained from relevant authority (Cabinet of Ministers, Secretary of the line ministry or Project Director)	<input type="checkbox"/> OK <input type="checkbox"/> Not OK <input type="checkbox"/> Not Applicable	
2.	Clearance of the Attorney General is obtained for the finalized draft contract document.	<input type="checkbox"/> OK <input type="checkbox"/> Not OK <input type="checkbox"/> Not Applicable	
3.	Prior approval for the award of the contract is obtained from the funding agency/agencies	<input type="checkbox"/> OK <input type="checkbox"/> Not OK <input type="checkbox"/> Not Applicable	
4.	Approvals/clearances from regulatory authorities such as RDA, UDA, Irrigation Department and CEA are obtained.	<input type="checkbox"/> OK <input type="checkbox"/> Not OK <input type="checkbox"/> Not Applicable	
5.	All encumbrances are cleared and acquisitions of lands, possession of which are to be handed over to the contractor, are completed.	<input type="checkbox"/> OK <input type="checkbox"/> Not OK <input type="checkbox"/> Not Applicable	
6.	Financing arrangements have been made, adequate funds are available and disbursement mechanisms are in place and effective for making payments under the contract.	<input type="checkbox"/> OK <input type="checkbox"/> Not OK <input type="checkbox"/> Not Applicable	

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Project Director/Project Manager

**SPECIMEN LETTER : SL/CA 01/ 01 – LETTER OF ACCEPTANCE/AWARD**

**Subject: Letter of Acceptance**

1. We refer to your bid dated \_\_\_\_\_ for execution of \_\_\_\_\_ and the attached Memorandum of Understanding (MOU) which contained subsequent agreements reached between us, resulting an amendment to your bid price.
  
2. We wish to inform you that your bid, as corrected and modified in accordance with the Instructions to Bidders and above referred MOU, for a sum of (currency) \_\_\_\_\_ (Currency) \_\_\_\_\_, including an amount of US\$ \_\_\_\_\_ (Currency) \_\_\_\_\_ as contingencies, defined as the Accepted Contract Amount (exclusive of VAT) payable for the execution and completion of Works and the remedying of any defects therein in accordance with the provisions of the Contract, is hereby accepted.
  
3. In addition to the said Accepted Contract Price, a sum of \_\_\_\_\_ is allocated under this Contract for meeting your obligations to pay VAT and Custom duties for Goods to be imported under this Contract.
  
4. Payment of all other taxes including company taxes and personnel taxes of Contractors' staff, except VAT, custom duties and NBT (if applicable), shall be the responsibility of the Contractor.
  
5. VAT applicable under this Contract will be paid separately upon production of a Tax Invoice. VAT registration number of the \_\_\_\_\_ is \_\_\_\_\_.

6. Pending the signing of a formal Contract Agreement, your amended bid together with the said MOU and this Letter of Acceptance with the attachments shall form a binding Contract between us.
7. You are required to enter into a contract agreement with us within 28 days after you receive this Letter of Acceptance and please find enclosed the draft contract agreement for your perusal.
8. The following documents shall be deemed forming the Contract and the priority of the documents shall be in accordance with the given sequence:
  - a. Contract Agreement (when signed)
  - b. This Letter of Acceptance
  - c. Memoranda of Understanding (if any)
  - d. All Minutes of Negotiation meetings and correspondence between parties relevant to negotiations, among which latest having higher priority
  - e. Letter of Tender
  - f. Addenda
  - g. Particular Conditions of Contract [– Part A]
  - h. [Particular Conditions of Contract – Part B]
  - i. General Conditions of Contract
  - j. Specifications/[Employer's Requirements]
  - k. Drawings
  - l. Bill of Quantities/ Schedules
  - m. Contractor's Proposal and any other documents forming part of the Contract.
  - n. Supplementary Information
9. Commencement Date of this Contract shall be considered as \_\_\_\_\_.
10. Time for Completion of this Contract is \_\_\_\_\_ months calculated from the Commencement Date.
11. The Employer will pay you an amount equal to \_\_\_\_\_ of the Accepted Contract Amount as an advance payment within \_\_\_\_\_ after receiving the Advance Payment Guarantee in accordance with the terms of the Contract.
12. You are hereby requested to obtain the Insurances required under the Contract, provide receipts for payment of the premiums and produce the original policies for our verification

along with a certified copy for our retention within  
Letter of Acceptance.

days of the receipt of this

13. You are also requested to submit a Power of Attorney, acceptable to us, of the authorized representative of yours for the Project as required by the Contract.
14. The Contract Number allocated to this Contract is \_\_\_\_\_, which should be quoted in all future correspondence in reference to the Contract.
15. You are required to provide a Performance Security within 28 days of the receipt of this Letter of Acceptance, in accordance with Sub-Clause. Of the Conditions of Contract, in the form of a on demand Bank Guarantee issued by an acceptable bank in accordance with the terms of the Contract.
16. All correspondence with the Employer shall be addressed to the Project Director,  
\_\_\_\_\_,
17. The "Engineer" for the Contract is Eng. \_\_\_\_\_,
18. Please acknowledge and advise the date of receipt of this letter.

Thanking you.

Yours faithfully,

Enclosed : Draft Contract Agreement

cc:

1. Secretary, \_\_\_\_\_ /Chairman, Procurement Committee
2. Chairman,
3. Head of the Entity
4. Project Director
- 5.

6. Director , ERD
7. Director General of Public Finance, General Treasury
8. Director General, External Resources Department
9. CIDA
10. Auditor General
11. Commissioner General of Inland Revenue