

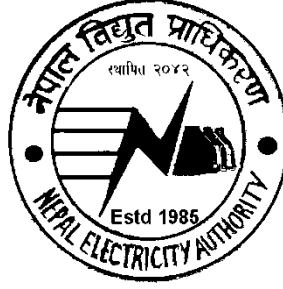
NEPAL ELECTRICITY AUTHORITY

(NEPAL GOVERNMENT UNDERTAKING)

LARGE GENERATION OPERATION & MAINTENANCE DEPARTMENT

**KULEKHANI FIRST HYDRO-POWER STATION**

Dhorsing, Makawanpur



SEALED QUOTATION No.: NEA-KL1-2074/075-ESQ02

**BIDDING DOCUMENT**

For

**Maintenance work at switchyard**

In

***Switchyard Area***

---

Nepal Electricity Authority  
**Kulekhani First Hydropower Station**  
Dhorsing, Makawanpur, Nepal  
Tel.: +977 057410030

Nepal Electricity Authority  
**Large Generation Operation &  
Maintenance Department**  
DarbarMarga, Kathmandu  
Tel.: +977 014153070

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Name and Address of the Bidder:

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*[Handwritten signature]*  


## Abbreviations

BD .....	Bidding Document
BDF .....	Bidding Forms
BDS .....	Bid Data Sheet
BOQ .....	Bill of Quantities
COF .....	Contract Forms
DP .....	Development Partners
ELI .....	Eligibility
GCC .....	General Conditions of Contract
GoN.....	Government of Nepal
NEA.....	Nepal Electricity Authority
KL1 or KL I .....	Kulekhani First Hydropower Station
HPS .....	Hydropower Station
ICC .....	International Chamber of Commerce
IFQ .....	Invitation for Quotations
ITB .....	Instructions to Bidders
NCB .....	National Competitive Bidding
PAN .....	Permanent Account Number
PPA .....	Public Procurement Act
PPMO.....	Public Procurement Monitoring Office
PPR .....	Public Procurement Regulations
SBD .....	Standard Bidding Document
SCC .....	Special Conditions of Contract
TS .....	Technical Specifications
VAT.....	Value Added Tax
WRQ .....	Works Requirement



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## Nepal Electricity Authority

### Generation Directorate

(Publication Date : 2074/08/23)

### National Competitive Bidding

Sealed Tenders/Quotations are invited for the following Schemes of Nepal Electricity Authority, Large Generation Operation & Maintenance Department (LGOMD).

S. No.	Works/Jobs (e-bid)	Bid No.	Sale of Bid Documents till date (Office time)	Last date of Bid Submission, Opening Time & Place	Cost of Bid Documents (Bank deposit)	Bid Security/ Bid Bond (Bank Deposit/ Bank Guarantee)	Bid Documents available at	Bank A/C No
<b>Kulekhani-I Hydro Power Station (KL-I), Dhorsing, Makwanpur</b>								
1	Maintenance Work at Switchyard (Estimated Amount Nrs. 4,02,203.82 including VAT)	NEA-KL1-2074/075-ESQ-02	Upto 2074/09/09	2074/09/11 till 12:00 Noon & 02:00 PM, Kulekhani-I HPS, Dhorsing, Makwanpur	Nrs.1,000/-	Nrs. 11,000/-	L.G. O. & M. D., Kathmandu & Kulekhani-I HPS, Dhorsing, Makwanpur	Nabil Bank, Hetauda, A/C No. 0101011651801

For Further details and downloading of Bid Documents please visit our Website <http://www.nea.org.np> or Contact at 057-410031 (KL-I) & 01-4153070 (L.G.O.& M.D)

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*Handwritten signature*

## Section I. Invitation for Sealed Quotation

Date of First Publication: 2074/08/23

1. Nepal Electricity Authority, Large Generation Operation & Maintenance Department, Kulekhani First Hydro Power Station, Dhorsing, Makawanpur invites Sealed National competitive bids (NCB) from eligible person, firm, institution, company, registered civil contractor for civil Construction works as mentioned in the table given below, to be carried out for/at Kulekhani First Hydro Power Station, Dhorsing, Makawanpur.
2. A complete set of Bid Documents may be purchased during office hours on all working days by any eligible Bidder upon submission of a written application to the address given below accompanied by attested copies by Notary Public of Valid Firm Registration Certificate, PAN & VAT Registration Certificate & a non-refundable bank voucher of amount as mentioned below for deposit in NEA, **KL I current A/C No: 0101011651801 at Nabil Bank Ltd., Hetauda**. The bidding document shall also be available on NEA website <http://www.nea.org.np>. Those bidders who wish for e-bidding may obtain further information pertaining to bid from this website.
3. For the purpose of the bidders who choose to submit their bid electronically through e-procurement section of NEA website <http://www.nea.org.np> the bidders may either purchase the hard copy of the bidding documents directly from the office or download the necessary parts of the bidding documents from the website, prepare their bid and submit their electronic bids as specified in the instruction to bidders.
4. All Bids accompanied by a Bid Bond of an amount as mentioned below must be delivered to the **office of the Kulekhani First Hydropower Station, Dhorsing, Makawanpur, Nepal** in accordance with the "Instructions to Bidders" of Bid Document before the time & date given below. Alternatively, bidder may submit their bid electronically through **e-procurement** section in NEA website <http://www.nea.org.np> as specified in the instruction to bidders. The bidder shall be required to submit an electronic scanned copy(\*pdf format) of the bank deposit voucher of non refundable fee stated below with the electronic bid files. Documents received after this deadline shall not be accepted.

If bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in NEA KL I HPS's depository **A/C No: 0101011651801 at Nabil Bank Ltd., Hetauda** and submit the receipt of the deposited amount of cash along with the bid.

5. Sealed Quotations must be valid for a period of 45 days from the date of bid opening and the bid security must be valid for 30 days beyond the bid validity period.
6. Bids shall be opened at stipulated time and date given below at the **office of the Kulekhani first Hydropower Station, Dhorsing, Makawanpur, Nepal** in the presence of the authorized representatives of the Bidders who choose to be present.
7. The bidder has to submit all necessary documents, required to establish his/her technical capability, qualification and eligibility, in accordance with the "Instruction to bidders" and "bidding data" of bid document (to be substantially responsive bidder) in the same single envelop.
8. If the last date of bid purchasing, submission and/or opening happens to be a public holiday, the same will be done on the next working day.
9. NEA shall not be responsible for any costs or expenses incurred by Bidders in connection with the purchase, preparation or submission of Bid.
10. NEA reserves the right to accept or reject any Bid partly or wholly or cancel the Bids altogether anytime without assigning any reasons whatsoever.
11. Interested eligible Bidders may obtain further information on the Bids or inspect the Bid Documents at the office

S.N.	Bid No.	Description	Last Date for Purchasing	Last date of Submission	Bid Opening Date & Time	Bid Document price (NRs)	Bid Bond amount (NRs)	Estimated Amount with VAT (NRs.)
1	NEA-KL1-2074/075-ESQ02	Maintenance work at Switchyard	Within 15 Days of this notice publication	Within 12:00 Hrs of 16 <sup>th</sup> day of this notice publication	16 <sup>th</sup> day of this notice publication at 14:00 Hrs.	1000/-	11000/-	4,02,203.82

Nepal Electricity Authority  
**Large Generation Operation & Maintenance**  
**Department**  
Durbar Marga, Kathmandu, Nepal  
Tel: 01-4153070



Nepal Electricity Authority  
**Kulekhani I Hydro Power station**  
Dhorsing, Makawanpur, Nepal  
Tel/Fax. : 057410030  
e-mail.: neakulehanifirst@gmail.com

*[Handwritten signature]*

## Section I. Instruction to Bidders(ITB)

<b>1. Scope of Works</b>	1.1 The Employer stated in the BDS for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of <i>Employer, name of project and contract identification number of Contracts</i> are <b>provided in the BDS.</b>
<b>2. Eligible Bidder</b>	2.1 This Invitation for Bids is open to all registered contractors with eligibility criteria specified in section III Eligibility Criteria. A bidder declared blacklisted and ineligible by the GoN/NEA, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN/NEA, PPMO and/or the DP.
<b>3. One Bid per Bidder</b>	3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
<b>4. Cost of Bidding</b>	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.
<b>5. Site Visit</b>	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.
<b>6. Content of Quotation Form</b>	6.1 The Quotation Form comprise the documents listed below: Section I: Instructions to Bidders Section II: Bid Data Sheet Section III : Eligibility Criteria Section IV: Bidding Forms Section V: Works Requirements Section VI: Bill of Quantities Section VII: General Conditions of Contract (GCC) Section VIII: Special Conditions of Contract (SCC) Section IX: Contract Forms Section X : Annex to Instructions to bidders for e-submission
<b>7. Clarification</b>	7.1 A prospective Bidder may obtain clarification on the Quotation Form from the Employer on or before 5 days prior to the deadline for submission of quotation.
<b>8. Language of Bid</b>	8.1. All documents relating to the bid shall be in English /Nepali.
<b>9. Documents Comprising Bid</b>	The bid by the Bidder shall comprise the following: <ul style="list-style-type: none"> <li>• Letter of Bid</li> <li>• Eligibility Information/Document</li> <li>• Bid Security and</li> <li>• Priced Bill of Quantities</li> </ul>
<b>10. Bid Prices</b>	10.1 The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer. All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

<b>11. Bid Validity</b>	11.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
<b>12. Bid Security</b>	<p>12.1 The Bidder shall furnish as part of its bid, in original form, a bid security <b>as specified in the BDS</b>. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p> <p>12.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee from "A" class commercial bank or;</li> <li>(b) a cash deposit voucher in the Employer's Account as specified in BDS.</li> </ul> <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) 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 minimum thirty (30) days beyond the original validity period of the bid</p> <p>12.3 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li>(a) a Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline.</li> <li>(b) a Bidder changes the prices or substance of the bid while providing information;</li> <li>(c) a Bidder involves in fraud and corruption pursuant to clause 27;</li> <li>(d) the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) furnish a performance security in accordance with clause 25 and 26;</li> <li>(ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance; or</li> <li>(iii) accept the correction of arithmetical errors pursuant to clause 21.1</li> </ul> </li> </ul>
<b>13. Format and Signing of Bids</b>	13.1 The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
<b>14. Sealing and Marking of Bids</b>	<p>14.1 Bidders may submit their bids by hand copy or by electronically. When so <b>specified in the BDS</b>, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <ul style="list-style-type: none"> <li>(a) Bidders submitting bids by hand copy: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.</li> <li>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure <b>specified in the BDS</b></li> </ul>
<b>15. Deadline for Submission of Bids</b>	15.1 Bids shall be delivered to the Employer at the address no later than the time and date <b>specified in BDS</b> .
<b>16. Late Bids</b>	16.1 Any bid received by the Employer after the deadline shall not be accepted and



	shall be returned unopened to the Bidder upon request.
<b>17. Modification And Withdrawal of Bids</b>	17.1 Bids once submitted shall not be withdrawn or modified.
<b>18. Bid Opening</b>	18.1 The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place <b>as specified in the BDS</b> . The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
<b>19. Process to be Confidential</b>	19.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.
<b>20. Examination of Bids</b>	20.1. Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
<b>21. Evaluation and Comparison of Bids</b>	<p>21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> <li>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.</li> <li>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above.</li> </ul> <p>21.2 In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>
<b>22. Award of Contract</b>	22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be

	<p>eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer's estimate of the items of Work to be performed under the contract, the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder the performance security set forth in Clause 25 by an additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.</p>
<b>23. Employer's Right to Accept any Bid and to Reject any or all Bids</b>	<p>23.1 The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
<b>24. Notification of Award and Signing of Agreement</b>	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<b>25. Performance Security</b>	<p>251. Within seven (7) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p><b>Performance Security Amount =</b>  <b>[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<b>26. Additional Securities</b>	<p>26.1 The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest</p>

	evaluated Bidder.
<b>27. Corrupt or Fraudulent Practices</b>	27.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
<b>28. Conduct of Bidders</b>	<p>28.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN/NEA/NEA's Procurement Act and Regulations.</p> <p>28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> <li>give or propose improper inducement directly or indirectly,</li> <li>distortion or misrepresentation of facts</li> <li>engaging or being involved in corrupt or fraudulent practice</li> <li>interference in participation of other prospective bidders.</li> <li>coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</li> <li>collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price..</li> <li>contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</li> </ol>
<b>29. Blacklisting Bidder</b>	<p>29.1 Without prejudice to any other right of the Employer under this Contract, GoN/NEA, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ol style="list-style-type: none"> <li>if it is proved that the bidder committed acts pursuant to the Sub-Clause 28.2,</li> <li>if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,</li> <li>if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> <li>if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</li> </ol> <p>29.2 A firm declared blacklisted and ineligible by the GON/NEA/NEA shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
<b>30. Provision of PPA and PPR</b>	If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

## SECTION - II

## Bid Data Sheet

ITB 1	The scope of work is: The work is related to retain the earthen road. The number of the Invitation for Bids is : NEA-KL1-2074/075-ESQ02 The Employer is: NEA, Kulekhani First Hydropower Station, Dhorsing, Makawanpur
ITB 11	The bid validity period shall be: <b>45(Forty Five) Days.</b>
ITB 12.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of <b>11,000/-</b> , which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2 (b)	Cash Deposit Account for Bid Security: Account Name: Depository Account Bank Name: Nabil Bank Ltd. Bank Address: Hetauda Branch, Account Number: 0101011651801
ITB 14.1	Bidders shall have the option of submitting their bids electronically. Electronic submission procedure shall be : <b>As per section X "Annex to Instruction to Bidders for e-submission"</b>
ITB 15	The deadline for bid submission is: Address: KL1HPS or www.nea.org.np Date: 2074/09/11 Time : 12:00 Noon
ITB 18	The bid opening shall take place at : Address :Kulekhani First Hydropower Station, Dhorsing, Makawanpur Date: 2074/09/11 Time : 02:00 PM i) e-GP system allows to download the bid response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening. ii) The Employer shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend.



## Section- III: Eligibility Criteria

### Eligibility Information

#### Eligibility Requirements:

All Bidders shall submit following documents as pre- requisites for eligibility:

- a. Firm/Company Registration Certificate: [attach copy]
- b. Business Registration Certificate (License): [attach copy]
- c. PAN/VAT Registration Certificate: [attach copy]
- d. Tax Clearance Certificate/ Extension Letter/Tax return submission evidence for the F/Y **2073/074**
- e. Power of Attorney: [attach copy]
- f. Letter of Bid [attach copy]

#### Notes to Bidders

*The information to be filled in by Bidders in the following pages shall be used for purposes of eligibility as provided for in Clause 2 of the Instructions to Bidders. This information shall not be incorporated in the Contract. Attach additional pages as necessary.*



# Section- IV: Bidding Forms

## Letter of Bid

**The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.**

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:.....
- (d) The discounts offered and the methodology for their application are:.....
- (e) Our bid shall be valid for a period of 45 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We declare that, we have not been black listed and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (j) If awarded the contract, the person named below shall act as Contractor's Representative:
- (k) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....



# Bid Security

## Bank Guarantee

### Bank's Name, and Address of Issuing Branch or Office (On Letter head of the 'A' class Commercial Bank)

Beneficiary: ..... name and address of Employer.....

Date:.....

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 Contract ..... under Invitation for Quotations No. .... (“the IFQ”).

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) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (b) 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 ITB.
- (c) is involved in fraud and corruption in accordance with the ITB

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).



## SECTION - V

## Works Requirements

This Section contains the Specification, and the Drawings that describe the Works to be procured.

## Scope of Work

The work is related to Construct the supporting structure for lightning arrester.

## Specifications

**Section V-Specification-I. General Specifications****1.0 General**

**1.1 Scope of Works** The scope of work covers general aspects relating to workmanship and materials required for the provided approved drawings or as directed by the Engineer as per requirements. The specification is to be read in conjunction with the Conditions of Contract, Bill of Quantities, Drawing prepared and other supplementary drawing proposed and approved and any other document forming part of the Contract.

**1.2 Definitions** Where terms such as “Engineer”, “Engineer’s Representative”, “Contractor”, “Works”, etc. are used, they shall have the meaning defined in the Conditions of Contract or defined in the subsequent specification.

**1.3 Standards & Codes** All materials supplied and all work executed shall conform with the Nepal Standard or latest Indian Standard and codes of Practice (CP) unless included otherwise in the Specification or Bill of Quantities or otherwise ordered by the Engineers. The Contractor may propose other internationally accepted standards & codes but these may only be used after supplying the Engineers with full details and obtaining his/her approval. When materials specified are not available the Contractor may not substitute materials without prior approval of the Engineer.

Whenever references are made in the Contract to respective standards and codes in accordance with which work is to be performed or tested, the edition or revision of such standards and codes in effect on the date of Tender shall apply, unless otherwise expressly set forth in the Contract.

The structural design and calculations if required, done by the Contractor shall be approved by the Engineer.

In case of conflicts among any such referred standards and codes or between any such standard (s) or code (s) and the requirements of the Contract, the Engineer will determine which shall govern. Generally the standard shall not be less than that of relevant Indian Standard (IS).

The Contractor shall have on site at all times all Relevant Standards and Codes



available for use by the Engineer/Engineer's Representatives.

**1.4 Rate for Materials, Equipment and Labour**

The rates in the offer to be paid to the Contractor for Works shall be inclusive of materials, its procurement, freight, insurance if any, overheads and profit as well as transport and unloading, storing, hire and use of the equipment and tools to be employed and cost of the wages of layout, tests and cost temporary works and site installation like stores and buildings, and other facilities, with profit, price escalation risk, loss, wastage, custom, duties, taxes, design, drawing if necessary etc. to fulfil all the duties and liabilities as out laid in specification and condition of contract.

These all cost make the unit price for the built-in position at site as per design, drawing and as per direction and approval of Engineer.

All works shall be carried out during normal working hours and the Contractor shall responsibly supervise all works, as any other work under the Contract abiding the pertinent test of the relevant specification. In special, if the works demand the continuous or further time requirements to execute and complete the work, even after it is late in evening or unfavourable condition, the Contractor shall continue or execute the work with approval and as directed by the Engineer even up to late or start at night in the Contractor's own risk and cost. This work implies in the special weather condition, heavy rain, dry or cold condition too for works like casting reinforced concrete structures, fixing and on part of structures etc. as may be required and directed by the Engineer.

**1.5 Specified Dimensions**

The specified dimensions shall be those dimensions shown on the drawing. No dimension shall be scaled from the drawing. If any discrepancies detected in the supplied or approved drawings, it shall brought to the notice of the Engineer who shall then rectify or change. But in no case the work shall be executed without rectified or changed or confirmed the discrepancies.

**1.6 Tolerances**

Tolerances shall be specified in accordance with relevant Nepalese Standard or Indian Standard & Code of Practices and as directed and approved by the Engineer.

**1.7 Surveying**

The Engineer/NEA will hand over on site to the Contractor the basic survey points or bench marks together with the surveying plot against a written confirmation of the Contractor. If the Contractor has any objections to the basic survey points, plan etc. made available to him, he must inform the Engineer in writing, forthwith if no objection raised within, two weeks, the handing over shall be considered as effected. The site plan drawings if not found correct to the existing line, dimension, position and level, the Contractor shall do the survey works on his/her own cost to make the final master site plan which shall get approval from the Engineer.

Setting out required for construction of the Works according to the approved site plan drawings shall be undertaken by the Contractor, who shall fix all survey lines, points and elevations. Survey basic points shall be durable protected during the construction period and handed over to the Engineer upon completion of the works.



Method of survey, instruments etc. shall be approved by the Engineer.

The Contractor shall be fully responsible for the correctness of his/her survey work to total satisfaction to the Engineer. The Contractor shall assist the Engineer at any time when checking bench marks or other points established by the Contractor. Any control by the Engineer shall not relieve the Contractor of his/her full responsibility for the accuracy of structures or parts of them regarding to their positions or dimensions, elevations etc.

**1.8 Programme and Progress Charts:**

The Contractor shall (before the date of commence of the construction works) prepare the detailed schedule of execution of the Works and produce the programme giving the information of all condition necessary for the continuous works progressing (Supply materials, equipment, labour etc.) within two weeks after signing the Contract for the approval of Engineer.

The image shows a handwritten signature in blue ink, which appears to be 'S. J. J. J.', written over a circular official stamp. The stamp contains a central emblem and text in a circular border, likely identifying the Engineer's office. The signature is written in a cursive style.

## Section V-Specification-II. Technical Specification

### SPECIFICATION FOR CIVIL WORKS

#### 1.0 Earthwork

##### 1.1 Scope

Excavation shall be executed for bases, footings, grounds, and foundation trenches and other under ground works according to the drawings, Bill of Quantities or as directed by the Engineer.

Any increase or decrease of the excavated quantities resulting from alterations and as directed by the Engineer and any change in composition will not affect the Contract and its already approved unit rate. Hence rate shall be independent of the materials to be excavated.

##### 1.2 Liability for

Notwithstanding any authorization, approval, or direction given by the Engineer with regard to the excavation or any matter connected therewith, the Contractor shall be responsible for taking the necessary safety precautions and for any damage arising from the operation.

The sides of excavation trenches, pits for gabion & masonry walls etc. shall be protected if necessary in such a way as will be sufficient to maintain them from falling by providing timbering and propping etc. as per requirements.

##### 1.3 General Requirements

The whole of the excavation both under water and in dry surface for the works shall be executed accurately to the dimensions, levels, lines and profiles of the designed structures indicated in the drawings.

All excavation shall be opened in length and depth as shown in the Drawing and as directed by the Engineer.

In case where bad ground occurs at formation level, such material shall be excavated and replaced by approved filling with full compaction as directed by the Engineer up to the required level. The face and beds of all excavation whether in trench or in excavation to the required size shall be cleaned of all loose dirt and other debris.

The whole of the excavated materials shall be brought to the surface with sufficient leading as directed. Selected and approved materials from excavation suitable for backfilling etc. shall be kept separately for re-use if approved and instructed.

The method of all excavation and levelling of the sites shall be as per the approval of the Engineer. No work on the excavated foundation should be executed, may this be soling work or concreting, until approved by the Engineer.

Excavation taken wider than actually required for civil work shall be filled in with selected material thoroughly compacted in 150mm layers. Excavations taken deeper than required shall be filled in with the approved materials. Hence the actually required works to the exact depth, dimensions only shall be measured to the true line as per drawing or site instruction net. Any extra cut and then fill with material required



due to negligence of the Contractor shall not be taken into account while measuring works. Nevertheless the extra work in excavation, filling with approved fill materials and concrete works on the Engineer's direction shall be measured and paid with the rate as per Bill of Quantity.

**1.4 Trimming and Consolidation of Excavated Bottom**

The last 15 cm of all foundation excavation shall be left in situ until just before the placing of the boulders. Immediately prior to placing of boulders this shall be removed & compacted with rammer of 5 kg load.

**1.5 Filling and Disposal of Excavated Materials**

All filling shall be selected for using the possible excavated materials suitable for the specific purpose. Where the quality of suitable material on site is insufficient, the Contractor shall import gravel or other approved material. All material shall be approved by the Engineer.

Backfilling to foundations, walls trenches etc. and general filling over the site shall be compacted in layers not exceeding 15 cm thick. Each layer shall extend over the whole width of the excavation before the next layer is spread.

All material from excavation which are still surplus after re-using for filling and levelling shall be removed from the site and disposed off.

**1.6 Stockpiles and Disposal**

Excavated material selected by the Contractor and approved by the Engineer for reuse shall be placed in its final position, or otherwise may be stockpiled or deposited on site as directed by the Engineer.

Disposal of the excavated materials and unwanted deposits of any materials shall be done as shown in the drawing and as directed by the Engineer on the Contractor's own cost. Waste shall be located in those places where they do not interfere either with the natural flow of water or with structures and where they cannot impair the general appearance of the completed structures, or impede access to the different structures.

**1.7 Payment**

The measurement for excavation shall be taken as cubic meter of the finished excavation as per the approved drawings. Payment for excavation for structures shall be at the unit rates per cubic meter approved in the Bill of Quantities separately for under water & in surface excavation. Such unit rate shall include the costs of all labour, materials and construction plant necessary for excavation, placing the material in the spoil banks directed, disposing the unsuitable or surplus material, disposing ground & surface water excavated, and all the works necessary to maintain the excavation in good order during construction.

The measurement for filling shall be taken as cubic meter measured true to line as shown on the approved drawings or as directed by the Engineer. Payment for filling and embankment shall be made at the unit rate per cubic meter approved in the Bill of Quantity, which unit rate shall include all costs of transportation of materials from excavation sites, from temporary stockpiles or from burrow area including handling if required, to place of final use, and the cost of placing material in



layers, furnishing water, moistening or drying the materials and compacting the materials.

## 2.0 Cement Concrete Works

### 2.1 General

Concrete work shall mean and include all and every concrete work for the civil work. The Contractor shall perform the concrete work in strict conformity to the standard specification and as directed by the Engineer.

The concrete shall be composed of cement, fine aggregate, and coarse aggregate, water and admixtures as specified. All materials shall be well mixed and brought to the proper consistency. The concrete used shall have its ingredients cement, fine aggregate, coarse aggregate mixed in the approved proportion by weight.

Unless shown on the Drawings or given in the Bill of Quantities, the maximum size of coarse aggregate in concrete for any part of the works shall be the one which is practical from the standpoint of satisfactory workability and consolidation of the concrete. The Contractor shall obtain the approval of the Engineer to the maximum size of aggregate for each section of the works.

### 2.2 Materials

#### a) Cement

Cement for concrete and mortar shall be furnished by the Contractor. Unless otherwise especially provided, cement to be furnished shall conform to the requirements of "Ordinary Portland Cement" complying with BS 12 or equivalent. The cement grade shall meet the compressive strength requirement of the concrete cubes mentioned above.

Cement shall be delivered in the manufacturer's bags with net weight of 50 kg. The permissible tolerance on the mass of cement supplied in bags shall be  $\pm 2.5\%$  per bag.

If cement is damaged during consignment, handling or storage, it shall be promptly removed from the work site.

Cement bags shall be stored in weather proof buildings with a raised well ventilated wooden floor, and placed so that each consignment can be separated if required and used in order of its age. Cement shall not be stored outdoors, except for immediate use and shall be protected during storage and handling by waterproof covers and a raised floor. Unused cement must be placed in the store buildings. Bags shall not be stacked more than 10 bags high. Storage shall be provided at the site or the point of delivery for a sufficient quantity of cement to permit execution of the works without delay. Storage of cement shall be limited to 90 days in bags.

The Contractor shall supply samples of cement for test and send them for testing by the Engineer when requested by the Engineer both from the Contractor's store on site and from the place of manufacture.

It is explicitly understood that the Contractor is solely responsible for



the ample supply of cement meeting the requirements of the Specifications and no delay due to the lack of suitable cement will give the Contractor any rights for an extension of completion dates, or a claim resulting herefrom.

**b) Aggregates**

Aggregate shall be delivered, stored and handled so as to avoid mixing of different sizes, segregation in a particular size, breakage, contamination with deleterious matter and retention of water. All storage facilities shall be subject to the approval of the Engineer and shall be such as to permit easy access for identification and inspection

**1. Coarse Aggregate**

**Quality**

Coarse aggregate shall conform to the requirements of IS or other standard or equivalent and shall be either natural gravel or manufactured coarse aggregate. Coarse aggregate shall consist of well-shaped clean, hard, dense. Durable rock fragments and shall not contain substances which may impair the quality of the concrete, or may attack reinforcing steel, or reduce bond.

**Grading**

Coarse aggregate shall be graded for each maximum size within the standard limits, depending upon the clear spacing between reinforcement bars, specified as follows:

Table: - Percentage by weight passing standard sieve.

<u>U.S. Standard Sieve</u> <u>(19mm)</u>	<u>Nominal 1-1/2”(40 mm)</u>	<u>Nominal 3/4”</u>
2” (50.8 mm)	100	
1½” (38mm)	95-100	100
3/4” (19 mm)	35-70	90-100
3/8” (9.5 mm)	10-30	20-55
No.1(4.75 mm)	0-5	0-10

**2. Fine Aggregate**

**Quality**

Fine aggregate shall conform to the requirements of IS or other standard or equivalent and shall be natural sand or manufactured sand. It shall consist of clean, hard, dense and durable rock particles, free from injurious amounts of dust, silt, stone powder, pieces of thin stone, alkali, organic matter and other impurities. The silt, clay and dust fraction by weight shall not exceed 3 % for natural sand and 15 % for crushed sand.

Grading. The fine aggregate as batched shall be well graded, and when tested shall conform to the following limits:



<u>US Standard Sieve size</u>		<u>Percentage passing by weight</u>
3/8	(9.5 mm)	100
4	(4.75 mm)	95 to 100
8	(2.36 mm)	80 to 100
16	(1.18 mm)	50 to 85
30	(600 micron)	25 to 60
50	(300 micron)	10 to 30
100	(150 micron)	2 to 10

- c) **Water** Water for the mixing and curing of concrete, mortar shall be potable and shall be clear and free from deleterious substances including salt, oil, alkali, or organic matter. If the Engineer so requires, the water shall be tested. All costs involved for these tests shall be borne by the Contractor.

- 2.3 **Concrete Properties and Tests** The concrete used in the works shall be of the grades and classes shown on the drawings or indicated in the Bill of Quantities or ordered by the Engineer.

- 2.4 **Concrete Mixing and Placing** Before any concrete mixing is begun all equipment for mixing, transporting and debris shall be cleaned of all dirt and debris. All dirt and debris shall also be removed from the places to be occupied by the concrete.

- a) All mechanical equipment shall be checked before starting a concrete pour to ascertain whether or not it is in good operating condition and if not shall be turned-up or replaced to the satisfaction of the NEA/Engineer. Also the stock of construction material (cement, aggregate and sand) shall be checked before starting the concreting work to ascertain whether or not it's in sufficient quantity for the designed work.
- b) When a location is ready for concrete placement the Engineer shall be notified at least 24 hours prior to concreting so that he may inspect to assure that the excavation is free of water, mud and debris; that the bottom surface of the excavation is well leveled and compacted; and where required a crushed stone sub-base has been placed; that the reinforcing steel is properly secured in place; and that the form work is properly braced.
- c) Rock surfaces shall be as flat as possible and projecting ridges shall be leveled off before the concrete is placed or spaced between the ridges shall have been previously filed with concrete to form a horizontal surface.
- d) The Contractor shall see that all material that is to be embedded in the concrete has been placed before the concrete is placed. The Contractor shall be responsible for the accurate location of all



embedded materials. Any work inaccurately or improperly set shall be relocated and reset at the Contractor's expense.

- e) All batching components of the concrete shall be accurately measured. Measuring on a weight basis is preferred, however, measuring on a volume basis will be allowed as long as careful controls are maintained. Weight measurements shall be made using standard batching equipment for large quantities and wheelbarrow scales for small quantities. Volume measurements shall be made in batching boxes. The batching boxes shall be as large as is practical and must be calibrated in the presence of Engineer.
- f) The batch mixer shall be rotated at a speed recommended by the manufacturer and mixing shall be continued for at least one and one-half (1-1/2) minutes after all materials are in the mixer, unless the size of the batch is over 1.2 cu.m. When additional mixing time shall be required as advised by the NEA/Engineer. A mechanically –operated batch mixer shall be used for mixing.
- g) The tempering of concrete which has partially hardened, that is remixing with or without additional cement, aggregate or water will not be permitted.
- h) Concrete shall be conveyed from the mixer to the place of final deposit within 50 minutes by methods which will prevent the segregation or loss of the materials. After 50 minutes of mixing the concrete shall be rejected and replaced by fresh concrete without any extra cost to the NEA/Engineer.
- i) Equipment for chuting, pumping and pneumatically conveying concrete shall be of such size and design as to insure a practically continues flow of concrete at the delivery end without separation of the materials. The chutes shall never be on a slope that is steeper than two vertical to three horizontal. Conveying equipment shall not have any aluminum parts that come in contact with the concrete.
- j) When the concrete is to be placed on hard rock or other concrete after the existing surface has been properly cleaned and otherwise prepared, the existing surface is to be wetted until it is saturated. The first batch of concrete placed shall be a grout obtained by omitting the coarse aggregate from the mix and reducing the water as required. The grout shall be evenly spread on the water-saturated surface and then the concrete shall be deposited continuously and as rapidly as practicable.
- k) The concreting shall be carried on at such a rate that the concrete is at all time plastic and flows readily into the spaces between the bars and so that each successive layer properly bonds with its predecessor. Successive layers shall be placed within 30 minutes of the preceding layer.
- l) When placing foundations with drops over 2 meters, hoppers and trunks must be provided of a size to allow for proper placing.
- m) Not less than four hoppers of any size shall be available and used, if requested, and a sufficient number of sections of trunk shall be furnished to reach within 500 mm of the bottom of the foundation.
- n) The concrete shall be compacted during and after depositing by vibration. The concrete shall be thoroughly worked around embedded materials.



- o) All concrete must be consolidated by means of internal vibration except where the NEA/Engineer has given written permission to use some other method of consolidation. The vibrator shall be mechanical and of the approved type
- p) The Contractor shall always have at least two vibrators in operating condition at the location of the concrete placement.

**2.4.1 Concrete formwork**

Forms shall be used, wherever necessary, to confine the concrete for structures and shape it to the required lines, or to insure against contamination of the concrete by materials caving or sloughing from adjacent surfaces left by excavation.

- a) Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in position. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Mouldings strips shall be placed in the comers of forms so as to produce chamfered edges on permanently exposed concrete surfaces. All exposed surfaces may be formed with any material of adequate strength and tightness to hold the wet concrete in proper position and prevent the loss of mortar.
- b) Before concrete is placed, the surfaces of all forms shall be oiled with a form oil that effectively prevents sticking and will not stain the concrete surfaces. For wood forms, form oil shall consist of straight, refined, pales paraffin mineral oil. For steel forms, from oil shall consist of refined mineral oil compound.
- c) Forms shall be removed only when the strength of the concrete is such that form removal will not result in cracking, sapling, or breaking of edges of surface, or other damage to the concrete. Usually formwork shall be removed after 48 hours from concreting times. Any concrete damaged by form removal or otherwise shall be repaired immediately without any extra cost to the NEA.

**2.4.2 Concrete finishing and curing**

The exposed top surfaces of all concrete foundations piers shall be wood floated and steel troweled and shall be slightly sloped to prevent the accumulation of water.

Immediately after the removal of forms, all damaged or defective concrete shall be repaired or removed and replaced to the satisfaction of the NEA/Engineer. Improperly consolidated concrete shall be of such depth and shape as required by the NEA/Engineer to insure that the patching material placed in the openings or recesses will be thoroughly keyed and bonded to the concrete.

- c) To insure proper curing, all concrete shall be kept moist for a period of at least 10 days. Burlap or an equivalent material or a curing compound shall be applied over exposed concrete surfaces. The burlap shall be kept moist at all times. If the foundation is backfilled before the one week curing time has elapsed, the burlap protection shall remain on the exposed projection.



### 3 Gabion Work

#### 3.1 General

Gabions shall be provided as shown on the Drawings or as directed by the Engineer. Gabions are wire mesh boxes filled with boulder or stones. The stone for the gabion shall be taken from the river deposit material or as approved by the Engineer. The size of the stone or boulder shall be greater than about 1.5 times the diameter of the mesh. The boulder or stone for the Gabion shall be of compact, firmly bound and uniform grain texture, shall not have cracks, holes or detrimental material. The thin sliced blocks shall not be accepted.

If not otherwise specified in the Drawings, the Contractor shall submit a proposal of the type and dimension of gabions, the stone fill, the method of placing and the time schedule for delivery and construction. He shall not commence construction of gabions before the approval of the Engineer.

The standard type gabion shall be a flexible hot-dip galvanized gabion of the Medium Coated type and size specified. The Contractor shall submit the Manufacturer's Certificate to the Engineer. The Engineer may carry out the required test at the factory and all cost incurred for the test shall be borne by the Contractor. The cost of test shall be deemed to be included in the unit rate of Gabion. It is made of wire mesh of the type as specified in the following.

- The mesh shall be hexagonal woven mesh (100 \* 120 mm) with the joints formed by twisting each part of wires through three half turns.

- All wire should be:

Selvedge wire : 7SWG

Mesh Wire : 10SWG

Binding Wire : 12SWG

- All wires used in the fabrication of the gabions and in the wiring operations during construction shall be hot dip galvanized.

All edges of the standard gabions including end panels shall be mechanically tied in such a way as to prevent unlabelling of the mesh and to develop the full strength of the mesh. The connection of the selvedge wires of the two adjacent boxes shall be made by knotting with the binding wire at the spacing as approved by the Engineer. In no case, twisting of the selvedge wire however shall be permitted.

Measurement for payment of gabion will be made on the basis of placed volume of gabions in cubic meters determined by the lines and dimensions as shown on the Drawings or directed by the Engineer.

#### 4. Metal Structure Works

All the supporting structures (metal works) should be hot dip galvanized.

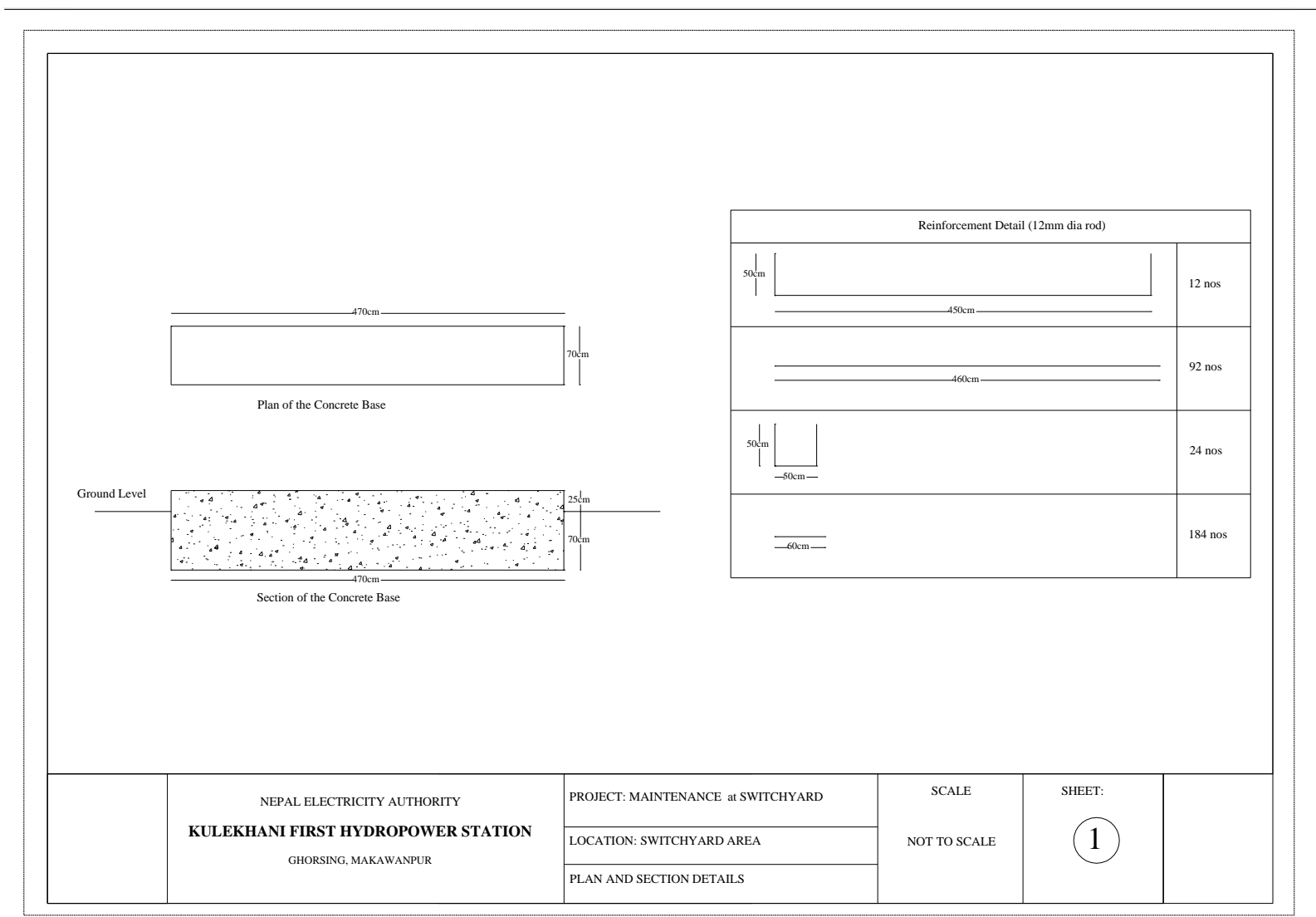
#### 3.2 Payment :

Payment for gabion and stone packing shall be made to be the Contractor for the per cubic meter of the used number of gabion box of size 2.0x1.0x1.0 & 3.0x1.0x1.0m completed having 100mm x 120mm hexagonal mesh using mesh wire 10 SWG and selvedge wire 7SWG and placed in exact position and stretching, binding, filling with stone and closing of box by 12 SWG wire all complete as indicated in the Bill of Quantities.



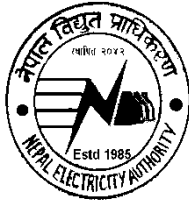
## SECTION - VI

# Drawing and Bill of Quantities



NEPAL ELECTRICITY AUTHORITY <b>KULEKHANI FIRST HYDROPOWER STATION</b> GHORSING, MAKAWANPUR	PROJECT: MAINTENANCE at SWITCHYARD	SCALE  NOT TO SCALE	SHEET:  <span style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block; width: 20px; height: 20px; text-align: center; line-height: 20px;">1</span>
	LOCATION: SWITCHYARD AREA		
	PLAN AND SECTION DETAILS		





**NEPAL ELECTRICITY AUTHORITY**  
LARGE GENERATION, OPERATION AND MAINTENANCE DEPARTMENT  
**KULEKHANI FIRST HYDRO POWER STATION**  
DHORSING, MAKAWANPUR  
**BILL OF QUANTITY**

NEA-KL1-2074/075-ESQ02

Name of the Project :

Location of the Project :

F/Y

**Maintenance at Switchyard****Switchyard Area****2074/075**

S.N.	DESCRIPTION	Unit	Quantity	Unit Rate		Amount	Remarks
				In Feg	In words		
1	Site Clearance work with preparation of field	job	1.00				
2	Earthwork in excavation in gravel mixed soil for the foundation of the block and removal work of the excavated material 30 m away from the site.	m3	9.21				
3	Base Concreting work in M15 grade with providing all necessary materials, equipments, manpower - Mixing, placing, compacting curing all complete as per instruction of site engineer	m3	12.50				
4	Reinforcement work for RCC with providing all necessary materials, equipments, manpower - cutting, bending, placing, binding etc all complete as per instruction of site engineer.	kg	378.07				
5	Wooden Form work with providing all necessary materials, tools/equipments, manpower - cutting, placing, fixing and removal work after completion all complete as per instruction of site engineer	m2	25.92				
6	Supply, delivery and installation(fitting) of hot dip galvanized iron angles and plates all complete as per instruction of site engineer	kg	559.45				
7	Supply, delivery and fitting of hot dip galvanized nuts, bolts and washers all complete as per instruction of site engineer	kg	31.45				
<b>Total</b>							
<b>VAT 13%</b>							
<b>Grand Total</b>							

In words Rupies.....and Paisa.....Only.

## Section VII. General Conditions of Contract (GCC)

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:
<b>The Contract</b>	<p>1.1.1 “<b>Contract</b>” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).</p> <p>1.1.2 “<b>Specification</b>” means the document as listed in the SCC, and any variation to such document.</p> <p>1.1.3 “<b>Drawings</b>” means the Employer’s drawings of the Works as listed in the SCC, and any variation to such drawings.</p> <p>1.1.4 “<b>Bill of Quantities</b>” means the priced and completed bill of quantities forming part of the Tender.</p> <p>1.1.5 “<b>Bid or Quotation</b>” means the contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.</p> <p>1.1.6 “<b>Letter of Acceptance</b>” means the formal acceptance by the Employer of the <b>bid</b> or Tender.</p>
<b>Persons</b>	<p>1.1.7 “<b>Employer</b>” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee.</p> <p>1.1.8 “<b>Contractor</b>” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.</p> <p>1.1.9 “<b>Party</b>” means either Employer or the contractor.</p>
<b>Date, Times and Periods</b>	<p>1.1.10 “<b>Commencement Date</b>” means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.</p> <p>1.1.11 “<b>Day</b>” means a calendar day.</p> <p>1.1.12 “<b>Time for Completion</b>” means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.</p>
<b>Money and Payments</b>	<p>1.1.13 “<b>Cost</b>” means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.</p> <p>1.1.14 “<b>Contract Price</b>” means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and</p>



	<p>Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.</p> <p>1.1.15 “<b>Retention Money</b>” means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3</p>
<b>Other Definitions</b>	<p>1.1.16 “<b>Contractor's Equipment</b>” means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.17 “<b>Country</b>” means Nepal.</p> <p>1.1.18 “<b>Employer's Liabilities</b>” means those matters listed in Sub-Clause 5.1.</p> <p>1.1.19 “<b>Materials</b>” means things of all kinds (other than Plant) intended to form or forming part of the permanent work.</p> <p>1.1.20 “<b>Plant</b>” means the machinery and apparatus intended to form or forming part of the Permanent Works.</p> <p>1.1.21 “<b>Site</b>” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.</p> <p>1.1.22 “<b>Variation</b>” means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1.</p> <p>1.1.23 “<b>Works</b>” means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.</p> <p>1.1.24 “<b>Permanent Works</b>” means the permanent works to be executed (Including Plant) in accordance with the Contract.</p> <p>1.1.25 “<b>Temporary Works</b>” means all temporary works of every kind (other than contractor’s Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.</p>
<b>1.2 Interpretation</b>	Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.
<b>1.3 Priority of Documents</b>	The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as <b>listed in the SCC</b> .
<b>1.4 Law</b>	The law of the Contract is stated in the Law of Nepal.
<b>1.5 Communications</b>	<p>Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed.</p> <p>If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice</p>



	shall be considered to be delivered to the concerned party.
<b>1.6 Statutory Obligations</b>	The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
<b>2. The Employer</b>	
<b>2.1 Provision of Site</b>	The Employer shall provide the Site and right of access thereto at the times stated in the SCC.
<b>2.2 Permits and Licenses</b>	The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.
<b>2.3 Employer's Instructions</b>	The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
<b>2.4 Approvals</b>	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
<b>3. Employer's Representatives</b>	
<b>3.1 Authorised Person</b>	One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
<b>3.2 Employer's Representative</b>	The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.
<b>4. The Contractor</b>	
<b>4.1 General Obligations</b>	<p>The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.</p> <p>During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under.</p> <p>A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.</p>
<b>4.2 Contractor's Representative</b>	The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.



<b>4.3 Subcontracting</b>	The contractor shall not subcontract the Works.
<b>4.4 Performance Security</b>	As <b>stated in the SCC</b> , the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
<b>5. Employer's Liabilities</b>	
<b>5.1 Employer's Liabilities</b>	<p>In this Contract, Employer's Liabilities mean:</p> <ul style="list-style-type: none"> <li>a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,</li> <li>b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,</li> <li>c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works.</li> <li>d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,</li> <li>e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,</li> <li>f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions</li> <li>g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,</li> <li>h. any failure of the Employer,</li> <li>i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer,</li> <li>j. any delay or disruption caused by any Variation,</li> <li>k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,</li> <li>l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and</li> <li>m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.</li> </ul>
<b>6. Time for Completion</b>	
<b>6.1 Execution of the Works</b>	The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.



<b>6.2 Programme</b>	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC
<b>6.3 Extension of Time</b>	<p>The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.</p> <p>The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date.</p> <p>On receipt of an application from the contractor, the Employer shall consider all supporting details provided by the contractor and shall extend the Time for Completion as appropriate.</p>
<b>6.4 Liquidated Damages for Delay</b>	If the contractor fails to complete the Works within the Time for Completion, the contractor's liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.
<b>7. Taking-Over</b>	
<b>7.1 Completion</b>	The contractor may notify the Employer when he considers that the Works are complete.
<b>7.2 Taking-Over Notice</b>	<p>The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.</p> <p>The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.</p>
<b>8. Remedying Defects</b>	
<b>8.1 Remedying Defects</b>	<p>The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract.</p> <p>Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.</p>
<b>8.2 Uncovering and Testing</b>	The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 9.2.



<b>9. Variations and Claims</b>	
<b>9.1 Right to Vary</b>	The Employer may instruct Variations.
<b>9.2 Valuation of Variations</b>	Variations shall be valued as follows: <ul style="list-style-type: none"> <li>a. where appropriate, at rates in the Contract, or</li> <li>b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or</li> <li>c. at appropriate new rates, as may be agreed or which the Employer considers appropriate.</li> </ul>
<b>9.4 Right to Claim</b>	If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.
<b>9.5 Variation and Claim Procedure</b>	The contractor shall submit the Employer an itemised make-up of the value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.
<b>10. Contract Price and Payment</b>	
<b>10.1 Valuation of the Works</b>	The Contract Bill of Quantities and the approved Variation quantities shall be used to calculate the valuation of the works completed .The Contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities or rate agreed pursuant to clause 9.2 for varied works.
<b>10.2 Payments Certificates</b>	The Contractor shall submit to the Employer monthly statements of the estimated value of the works completed less the cumulative amount certified previously. The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor
<b>10.3 Payments</b>	The Employer shall pay to the contractor the amount certified less retention at the rate stated in the SCC within 30 days of the date of each certificate.
<b>10.4 Payment of Retention</b>	One half of the retention shall be repaid by the Employer to the contractor within 30 days upon expiry of Defects Liability Period and the Employer has certified that the notified defects have been corrected.  The remainder of the retention shall be paid by the Employer to the contractor within 7 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns



<p><b>10.5 Advance Payment</b></p>	<p>10.5.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p> <p>10.5.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>10.5.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
<p><b>10.6 Local Taxation &amp; Value Added Tax</b></p>	<p>a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.</p> <p>b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p>
<p><b>11. Termination of Contract and Payment</b></p>	<p>11.1 The Employer may terminate the Contract at any time if the contractor;</p> <ul style="list-style-type: none"> <li>a. does not commence the work as per the Contract,</li> <li>b. abandons the work without completing,</li> <li>c. fails to achieve progress as per the Contract.</li> </ul> <p>11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ul style="list-style-type: none"> <li>(a) The Contractor uses the advance payment for matters other than the contractual obligations,</li> <li>(b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> <li>(c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;</li> <li>(d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.</li> <li>(e) a payment certified by the Project Manager is not paid by the Employer to the</li> </ul>



	<p>Contractor within 90 days of the date of the Project Manager’s certificate;</p> <p>(f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;</p> <p>(g) The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;</p> <p>(h) the Contractor does not maintain a Security, which is required;</p> <p>(i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, <b>as defined in the SCC 6.4</b> ; and</p> <p>(j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>11.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
	<p>11.7 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>11.8 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> <p>11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer.</p> <p>In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>
<p><b>12. Risk and Responsibility</b></p>	
<p><b>12.1 Contractor's Care of the Works</b></p>	<p>The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.</p>
<p><b>12.2 Force Majeure</b></p>	<p>If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary,</p>



	<p>the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment.</p> <p>If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.</p> <p>After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:</p> <ol style="list-style-type: none"> <li>a. any sums to which the contractor is entitled under Sub-Clause 9.4,</li> <li>b. the Cost of his suspension and demobilisation,</li> <li>c. any sums to which the Employer is entitled.</li> </ol> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
<p><b>13. Resolution of Disputes</b></p>	
<p><b>13.2 Amicable Settlement</b></p>	<p>The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>
<p><b>14. Conduct of Bidders</b></p>	<p>14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN/NEA/NEA's Procurement Act and Regulations.</p> <p>14.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> <li>h) give or propose improper inducement directly or indirectly,</li> <li>i) distortion or misrepresentation of facts</li> <li>j) engaging or being involved in corrupt or fraudulent practice</li> <li>k) interference in participation of other prospective bidders.</li> <li>l) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</li> <li>m) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price..</li> <li>n) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract</li> </ol>
<p><b>15. Blacklisting</b></p>	<p>15.1 Without prejudice to any other right of the Employer under this Contract, GoN/NEA, Public Procurement Monitoring Office may blacklist a bidder</p>



<p><b>Bidder</b></p>	<p>for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2,</li> <li>b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,</li> <li>c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> <li>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder’s qualification information,</li> <li>e) <b>other acts mentioned in the Bidding Data</b></li> </ul> <p>15.2 A firm declared blacklisted and ineligible by the GON/NEA shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>
<p>16. Provision of PPA and PPR</p>	<p>If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>



## Section VIII Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Bidder shall complete the following information before submitting his bid.]

Clause	Item
1.1.1	Documents forming the Contract listed in the order of priority (delete if not applicable) The Agreement Special Conditions of Contract General Conditions of Contract The Technical Specifications The Bill of Quantities
1.1.12	The indented completion date for the works shall be 2 months from the commencement date.
1.5	The language of the contract is ENGLISH/NEPALI
2.1	The Site Possession Date(s) shall be: <b><i>Within 7<sup>th</sup> day after the commencement date</i></b>
3.1	Authorized person is Station Chief, Kulekhani First HPS.
3.2	Name and address of Employer's representative : Civil Section Chief, Kulekhani First HPS
4.4	The Performance Security amount and validity is:  i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.  ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:  <b>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b>  The Bid Price and Cost Estimate shall be inclusive of Value Added Tax. iii) Performance Security Validity: The sum of completion period and 395 days.
6.2	Time for the submission of program <b><i>Within 15 days of the commencement date.</i></b>
6.4	Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement
8.1	Period for notifying defects is <b>365 days</b> calculated from the date stated in the notice under Sub-Clause 7.2.
10.5.1	The Advance Payments shall not be paid.
10.5.3	Deductions from Advance Payment : NA





# Letter of Acceptance

[on letterhead paper of the Employer]

Date: .....

To:..... name and address of the Contractor .....

Subject:..... Notification of Award

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

You are hereby instructed to contact this office to sign the formal contract agreement within 7 days with Performance Security of .....[specify the performance security amount computed as per ITB 22.2 and 25.1] consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

Name and Title of Signatory: .....



## Agreement

THIS AGREEMENT is made on *{(Insert the date)}* between *Nepal Electricity Authority (NEA), Kulekhani first Hydropower Station, Nibuwatar, Makawanpur* (hereinafter “**the Employer**”), of the one part, and *M/S {Name of the Contractor}* (hereinafter “**the Contractor**”), of the other part:

WHEREAS the Employer desires that the Works known as *{Name and Location of the Project (Contract Number)}* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs *{Insert the contract amount in Figure (In words: Contract Price in words)}* with VAT. (hereinafter “**the Contract Price**”).

### *The Employer and the Contractor agreed as follows:*

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
  - a) the Letter of Acceptance,
  - b) the Letter of Bid,
  - c) the Special Conditions of Contract,
  - d) the General Conditions of Contract,
  - e) Bills of Quantities (BOQ),
  - f) the Specification,
  - g) the Drawings,
3. Commencement date is the contract agreement date *{(Insert the date)}* and work completion date is *.....<sup>th</sup> day {Insert the date}* from commencement date.
4. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby agrees with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Employer hereby agrees to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  - A) Terms of payment
    - As per negotiation at the time of contract agreement.
  - B) Contract amount without VAT: NRs *{Insert the amount}*
  - C) Amount for VAT: NRs *{Insert the amount}*
  - D) Contract amount with VAT: NRs *{Insert the amount}*
  - E) Currency : Nepalese Rupee
  - F) Retention money: 5% of the payment will be deducted for the retention.



G) Liquidated Damages: 0.05% of the contract amount per day and maximum 10% of the contract amount

H) Performance Securities

Issued By :*{Insert the name of the Bank}*

Issued Date :*{(Insert the date)}*

Issued Amount: NRs *{Insert the amount}* (In words: *{Insert amount in words}*)

Issued Validity for performance security :*{(Insert the date)}* to *{(Insert the date)}*

**Quality of the work**

Materials, tools and plants and workmanship shall approved by the Site Engineer before the work commencement.

**Samples and Tests**

The Contractor shall submit sample of all materials, for the approval of the Engineer prior to commencement of work.

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

**On behalf of Contractor**

**On behalf of Employer**

Name: *{Insert the Name of Contractor}*

Name: *{Insert the Name of the Station Chief}*

Signature:

Signature:

Seal:

Seal:

**WITNESS**

**WITNESS**

**WITNESS**

Name: Mr. *{Insert the name of the contractor witness}*

Name: *{Insert the Name of Civil Engineer}*

Name: Mr. *{Insert the Name of Account Chief}*

Signature:

(Civil Engineer)

(Account Officer)

Signature:

Signature:



# Performance Security

(On letterhead paper of the 'A' class commercial Bank)

..... *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)**

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.

\*\* Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".



# Advance Payment Security

(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: ..... *Name and address of employer*

Date : .....

Advance Payment Guarantee No.....

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

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

At the request of the Contractor, we..... *name of the Bank* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....name of the currency and amount in figures\*.....(*amount in words* ....)upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

.....  
**Seal of Bank and Signature(s)**

**Note:**

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\*The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.

\*\* Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".



## Section X. Annex to Instruction to Bidders for e-submission

### E-procurement information

Bidders may submit their bids electronically as per specific procedures and requirements as specified in the Instructions to Bidders (ITB).

General procedures for electronic bid submission (e-submission) is described below.

#### Bid preparation

A Bidder who wish to submit the bid electronically may purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.

#### Description of bid submission procedure through electronically (e-submission) only:

- i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
  - a) Bill of Quantity (BOQ) with rate, amount
  - b) Forms of Bid, Qualification Information
- iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename shown in the table below.

S.No.	Document	PDF File name	Requirement	Remarks
1	Form of Bid	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory	
3	Company registration,	Company reg-3	Mandatory	All firms in case of JV
4	VAT registration,	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate,	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture agreement	JV doc-7	Mandatory	In case of JV
8	Qualification Information	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization -10	Not Mandatory	Mandatory for Goods
11	Technical Data Sheet	TDS-11	Not Mandatory	Mandatory for Goods
12	Certification Documents	Certifications-12	Not Mandatory	Like ISO Certification Doc
13	Declaration Form	Declaration-13	Mandatory	

**Note;** Mandatory means the mentioned files shall be in e-submission and non submission of such file shall be considered as non-responsive.

- iv) For e-submission purpose the Bidder shall, at first, register in the e-procurement section of NEA Web site

<http://www.nea.org.np>

- v) After preparing all the required bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF bid files and submit his/her complete bid online through e-procurement section of NEA website

<http://www.nea.org.np> within the specified date and time.

#### The Employer's address for the purpose of e-submission of bid;

The Employer's address for the purpose of electronic Bid submission is e-procurement section of

<http://www.nea.org.np>.

In case of e-submission of bid, the bidder shall submit his/her bid electronically in PDF files in the manner as specified



above and additional submission of hard copy of "Original plus one copy of bid" is not mandatory.

In case both the electronic bid and original bid in hard copy are submitted to the Employer within the specified time period, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the Bid price in Bill of Quantity Sheet is same. If there is any discrepancy in Bid price in Bill of Quantity (or any other document electronically uploaded) between the electronic and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified, as per ITB Clause.

However, for electronically submitted bid in PDF files, the bidder shall be required to submit documents/clarifications as specified in ITB Clause within 3 days.

**The deadline for e-submission of bids shall be:**

i) The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.

ii) The standard time for e-submission is Nepalese standard time as set out in the server of Nepal Electricity Authority

iii) In case of e-submission of bid, the Bidder shall submit his/her bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause.

**Provision for Substitution or Modification or Withdrawal of Bid**

When a bidder submits his/her bid in hard copy the e-procurement section **does not allow** the Bidder to submit his/her Substitution, or Modification, or Withdrawal through e-procurement section of NEA's Web site.

**In case of e-submitted bid:**

i) Bidders may submit his/her Substitution or Modification or Withdrawal either in hard copy or through e-submission.

ii) For Substitution of Bid the Bidder shall follow similar steps as specified in ITB Clause with a Substitution letter in PDF file.

iii) For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.

**Bid opening for e-submitted bid:**

i) Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice.

ii) The e-procurement system allows the Employer to download and open the e-submitted bid files from bidders only after the time for opening the bids.

iii) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.

iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

In case of "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

**Clarification of Bid**

In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer within 3 days.

**Examination of e-submitted Bids and Determination of Responsiveness**

For a e-submitted bid to be substantially responsive the requirement as specified in the ITB Clauses shall be fulfilled.

**Evaluation and Comparison of e-submitted Bids**

1. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications as specified in ITB Clause.
2. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications as per ITB Clause, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

**Steps to be followed by a Bidder to submit the electronic bid submission**

**1. Prepare the paper bid document**

- Either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.,
- Fill the rates and amount in BOQ,



- Fill the Bid Form,
- Prepare the necessary copy of Company registration, VAT/PAN registration , Tax clearance certificate,
- Prepare the necessary specific papers like Power of Attorney for bid signatory, Joint Venture agreement, if bidding in JV,
- Prepare summary of qualification information sheet (Financial turnover, Experience, Manpower, Equipment, Credit line, Litigation etc) in the specified format,
- Prepare the bid guarantee letter for the specified bid security amount and in the specified format,

**2. Prepare the Electronic bid files in pdf format**

- Once prepared the above paper documents the bidder shall prepare the electronic bid files in pdf format as follows;
- Scan the above documents in pdf format, give the specific file name for each document,
- Prepare all scanned bid files in pdf format and save them in a separate folder in own computer to ease bid uploading process,

**3. Electronic bid submission**

- Once the electronic bid files are ready the Bidder shall connect to internet,
- Open the NEA's website [www.nea.org.np](http://www.nea.org.np) and open E-procurement section,
- Register in the Bidder's name and get User name and Password for Login,
- Confirm the registration by clicking the specified link in auto generated e-mail from NEA's web site,
- After confirmation for bidder's registration click Bidder, fill User name, Password and Login,
- Choose and click the specific tender notice for which the electronic bid files has been prepared,
- Click the Bid now button to submit the electronic bid files,
- Upload each specified electronic bid files by clicking the Upload button and select the respective bid files by Browsing,
- Once all the electronic bid files are uploaded, click the Submit the Bid button for final e-submission of electronic Bid,
- Once the e-submission is successfully completed the Bidder shall receive a auto generated confirmation e-mail from the NEA's website,
- Bidder to keep the conventional paper bid document , qualification information, and other related documents safe as the Buyer may seek the supporting bid documents and clarifications, as necessary during bid evaluation process.
- The Bidder shall submit the necessary supporting documents and clarifications (conventional bid document)



## Declaration Form

### Nepal Electricity Authority Declaration Form (for E-bidding)

S.N.	Description	Status			
		Issued to (as applicable)	Issued by (as applicable)	Date of Issue	No. of Pages
1	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)				
2	Joint Venture Agreement; <i>If any</i>				
3	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)				
4	Notarized Power of Attorney to Sign the Bid (On Behalf of JV)				
5	Registration Certificate of the Bidder (and each partners in case of JV)				
6	Bid Security				
7	Price Schedule				
8	Bid Form				
9	Qualification Forms				
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	Year 1			
		Year 2			
		Year 3			
11	Performance Certificate/s (Bidder)	1			
		2			
12	Power of Attorney from the Company to Issue the Manufacturer's Authorization on Company's behalf				
13	Business License				
14	ISO Certificate/s	1			
		2			
15	Other Certification (as per requirements)	1			
		2			

Signature and Stamp of Bidder

The image shows a handwritten signature in blue ink over a circular official stamp. The stamp contains the text 'Nepal Electricity Authority' and 'Bidder' along with a central emblem. The signature is written across the stamp.