

**NEPAL ELECTRICITY AUTHORITY**  
(A Government of Nepal Undertaking)  
**DISTRIBUTION & CONSUMER SERVICE DIRECTORATE**  
Biratnagar Regional Office  
**ILAM DISTRIBUTION CENTRE**



**Sealed QuotationNo.: NEA-IlamDC-2074/075-17, SQ**

***SEALED QUOTATION***

**FOR**

**Electrification Work at Aangna and mauwa VDC of Panchthar District**

*Last Date of Purchase* : 2074/11/28 (Within Office Time)  
*Last Date of Submission* : 2074/11/29, Upto 12:00 Noon  
*Date of Opening* : 2074/11/29, 15:45

**Name of Firm** : .....

**Address** : .....

**Date of Purchase** : 2074/11/ , ..... AM/PM

**Falgun, 2074**



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# SECTION I

## INVITATION FOR BIDS

## दरभाउपत्र आह्वानको सूचना

(गौरखापत्र दैनिकमा सूचना प्रकाशित मिति : २०७४/११/१४)

यस कार्यालय अन्तर्गतका तपसिलका वितरण केन्द्रहरूमा निम्नलिखित कार्य दरभाउपत्रको माध्यमबाट गराउनु पर्ने भएकोले सम्बन्धित कार्यको लागि नेपाल सरकारबाट ईजाजत प्राप्त, VAT, PAN मा दर्ता भएका, आयकर तिरेका, रजिस्टर्ड कम्पनी/निर्माण/आपूर्तिकर्ता वा अख्तियार प्राप्त फर्मबाट नियमानुसार तोकिएको सर्तको अधिनमा रही कार्य गर्न दरभाउपत्र आह्वान गरिएको विस्तृत सूचना सम्बन्धित कार्यालयको सूचना पाटीमा टाँस गरिएको छ। दरभाउपत्रहरू E-Bidding का लागि नेपाल विद्युत् प्राधिकरणको वेबसाइट [eproc.nea.org.np](http://eproc.nea.org.np) मा समेत राखिएको छ। दरभाउपत्र सम्बन्ध अन्य थप कुरा बुझनुपरेमा उल्लेखित वेबसाइट वा सम्बन्धित कार्यालयमा कार्यालय समयभित्र सम्पर्क राख्न सकिनेछ।

सि. नं.	दरभाउपत्र नम्बर	कामको विवरण	दरभाउपत्रको मूल्य रु.	दरभाउपत्रको जमानत रु.	निर्माण कार्यको लागत अनुमान रु. (VAT सहित)	दरभाउपत्र खरिद गर्ने अन्तिम मिति र समय	दरभाउपत्र दाखिला गर्ने अन्तिम मिति र समय	दरभाउपत्र खरिद गर्ने कार्यालयको ठेक र खाता नं.	विडवण्ड जम्मा गर्ने कार्यालयको ठेक र खाता नं.	दरभाउपत्र खोल्ने मिति र समय	सम्बन्धित कार्यालय
१	NEA-IlamDC-2074/075-10, SQ	इलाम जिल्लाको साबिक जमुना, माइपोस्वरी, सुनुबुङ, मानु र चुलाचुली गा.वि.स.मा विद्युतीकरण कार्य	१०००१००	४३,०००१००	१९,१६,४६६।३४	२०७४/११/२९ गते कार्यालय समयसम्म	२०७४/११/२९ दिनेको १२:०० बजेसम्म	प.न.आर्.सि. एस्सा बैंक लि., इलाम खाता नं. : ०४४१४९७७०८४२४००२	नेपाल बैंक लि., इलाम, धरौटी खाता नं. : ०४००६१००९६०१	२०७४/११/२९ दिनेको १४:०० बजे	इलाम वितरण केन्द्र, इलाम फोन नं. ०२७-४२००४४
२	NEA-IlamDC-2074/075-11, SQ	इलाम जिल्लाको साबिक आमचोक, फुयतणा, चमैता, लुम्दे र साङरुम्बा गा.वि.स.मा विद्युतीकरण कार्य	१०००१००	४४,०००१००	१९,४१,७२२।२४					२०७४/११/२९ दिनेको १४:१५ बजे	
३	NEA-IlamDC-2074/075-12, SQ	इलाम जिल्लाको साबिक चुलाचुली, साक्फान, बाभो र गजुरमुखी गा.वि.स.मा विद्युतीकरण कार्य	१०००१००	४४,०००१००	१९,८२,४७८।१२					२०७४/११/२९ दिनेको १४:३० बजे	
४	NEA-IlamDC-2074/075-13, SQ	इलाम जिल्लाको कोल्बुङ, शान्तिपुर, शान्तिडाडा, जीतपुर महामार्ग र दे.न.पा.मा विद्युतीकरण कार्य	१०००१००	४४,०००१००	१९,९८,१२८।४४					२०७४/११/२९ दिनेको १४:४५ बजे	
५	NEA-IlamDC-2074/075-14, SQ	इलाम जिल्लाको साबिक सालेजुङ, दानाबारी, महामार्ग, चिसापानी र रोङ गा.पा.मा विद्युतीकरण कार्य	१०००१००	४४,०००१००	१९,८४,१२८।१०					२०७४/११/२९ दिनेको १४:०० बजे	
६	NEA-IlamDC-2074/075-15, SQ	पाँचथर जिल्लाको राँवे, उत्तरे बजार, सराङडाडा, ओल्मे र हाङगुममा विद्युतीकरण कार्य	१०००१००	४२,०००१००	१८,६२,४३३।०१					२०७४/११/२९ दिनेको १४:१५ बजे	
७	NEA-IlamDC-2074/075-16, SQ	पाँचथर जिल्लाको आरुबोटे, लुङरुपा र चलिङदिनामा विद्युतीकरण कार्य	१०००१००	४८,०००१००	१७,५८,१०६।६१					२०७४/११/२९ दिनेको १४:३० बजे	
८	NEA-IlamDC-2074/075-17, SQ	पाँचथर जिल्लाको साबिक आडना र मौपा गा.वि.स.मा विद्युतीकरण कार्य	१०००१००	४९,०००१००	१७,५८,२८१।७१					२०७४/११/२९ दिनेको १४:४५ बजे	
९	NEA-IlamDC-2074/075-18, SQ	पाँचथर जिल्लाको कुरुम्बा, माङजाबुङ, एक्वितन, पौवासरताप लगायतका क्षेत्रमा विद्युतीकरण कार्य	१०००१००	४४,०००१००	१९,९७,१५८।८४					२०७४/११/२९ दिनेको १६:०० बजे	
१०	NEA-IlamDC-2074/075-19, SQ	इलाम जिल्लाको जिर्मले, मानु, समालबुङ लगायतका स्थानमा विद्युतीकरण कार्य	१०००१००	४४,०००१००	१९,६१,०६०।४३					२०७४/११/२९ दिनेको १६:१५ बजे	
११	NEA-IlamDC-2074/075-20, SQ	विराटनगरबाट फिदिमसम्म स्टील ट्युबलर पोल ढुवानी कार्य	१०००१००	४४,०००१००	१९,९४,४६०।२०					२०७४/११/२९ दिनेको १६:३० बजे	
१२	NEA-IlamDC-2074/075-21, SQ	विराटनगरबाट इलाम वि.के.को विभिन्न स्थानसम्म स्टील ट्युबलर पोल ढुवानी कार्य	१०००१००	४४,०००१००	१९,९१,१८४।५८					२०७४/११/२९ दिनेको १६:४५ बजे	
१३	NEA-ANM-2074/075-03, SQ	Electrification works at various areas of Barhadashi and Haldibari Gaupalika	१०००१००	४०,०००१००	१९,९०,२८४।९१					प्राइम कमर्सियल बैंक, बिर्तामोड, ०२७००५९६६ CA	



नेपाल विद्युत् प्राधिकरण

विराटनगर क्षेत्रीय कार्यालय, विराटनगर। फोन : ०२१-४३६३०६



# SECTION II

## INSTRUCTION TO BIDDER

## Section II. Instructions to Bidder

1. **Scope of Works** The Purchaser stated in the Invitation for Quotation invites bids for the construction work and related services as detailed in attached specifications, drawings and the bill of quantities provided herein.
2. **Eligible Bidder** This Invitation for Bids is open to all registered Bidders with qualifications as described below:
  - a) Up to date Firm/Company Registration Certificate
  - b) VAT and PAN Registration Certificates
  - c) Tax Clearance Certificate upto Fiscal Year 2073/074
  - d) A written declaration made by the bidder stating that the bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business or related offence
  - e) Power of Attorney (If Required)
  - f) Other documents as needed
3. **One Bid per Bidder** 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.
4. **Content of Quotation Form** The Quotation Form comprise the documents listed below:
  1. Invitation for Sealed Quotations
  2. Instructions to Bidders
  3. General Conditions of Contract (GCC)
  4. Form of Agreement
  5. Required forms.
  6. Technical Specification
  7. Drawings (if any)
5. **Clarification** A prospective Bidder may obtain clarification on the Quotation Form from the Purchaser stated in Invitation for Quotation. Employer's address for **clarification purposes** is: **Ilam Distribution Center, Ilam, Tel: 027-520055**
6. **Language of Quotation** All documents relating to the Quotation shall be in English or in Nepali.
7. **Documents Comprising Quotation** The Quotation by the Bidder shall comprise the following:
  - a. Quotation and Price Schedules
  - b. Bid Security
  - c. Schedule of Requirements
  - d. Technical Specifications
8. **Quotation Prices** The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price of the job under the contract.  
All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will

not be subject to variation in any account.

- 9. Quotation Validity** The Quotation shall remain valid for the period of 45 days after opening of the quotation.
- 10. Quotation Security** The Bidder shall furnish a Security in Nepali Rupees with an amount of **NRs 49,000.00 (Fourty Nine Thousand Rupees Only)**. The Bid Security shall remain valid for a period of 75 days after opening of the quotation.  
The Security shall be in the form of cash voucher deposited in the Bank Account of the Employer specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Employer.
- 11. Format and Signing of Quotations** The Quotation 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.
- 12. Sealing and Marking of Quotations** The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to Purchaser specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.
- 13. Deadline for Submission of Quotations** Quotations shall be delivered to Purchaser at the address no later than the time and date specified in the Invitation for Quotation.
- 14. Late Quotation** Any Quotation received by Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
- 15. Modification And Withdrawal** Quotations once submitted shall not be withdrawn or modified.
- 16. Bid Opening** Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation.  
Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
- 17. Process to be Confidential** Information relating to the examination, evaluation and comparison of Quotations 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 Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
- 18. Examination of Quotations** Prior to the detailed evaluation of Quotations, Purchaser shall determine whether each Quotation (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.

- 19. Evaluation and Comparison of Quotations**
- 19.1 In evaluating the Quotations, Purchaser shall determine for each Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by Purchaser for any arithmetic errors. Errors shall be corrected by Purchaser as follows:
- where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern
- 19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security pursuant to Clause 10 may be forfeited.
- 20. Award of Contract**
- Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
- 21. Right to Accept or Reject**
- Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, 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.
- 22. Notification of Award and Signing of Agreement**
- 22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by Purchaser. Within 7 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.
- 22.3 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 Security, upon which the Contract shall then be awarded to the next successive successful Bidder.
- 23. Performance Security**
- The successful Bidder shall deliver to Purchaser a Performance Security in cash or Bank Guarantee acceptable to Purchaser as below:
- If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
  - For the bid price is less than 85 percent of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount = [(0.85 x Cost Estimate - Bid Price) x 0.5] + 5% of Bid Price**. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
- 24. Additional Securities**
- 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, are too low for execution of the

contract. 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 evaluated Bidder.

- 25. Corrupt or Fraudulent Practices** or 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.
- 26. Conduct of Bidders** of
- 28.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
- 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 :
- give or propose improper inducement directly or indirectly,
  - distortion or misrepresentation of facts
  - engaging or being involved in corrupt or fraudulent practice
  - interference in participation of other prospective bidders.
  - 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,
  - 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..
  - 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
- 27. Blacklisting Bidder** 29.1 Without prejudice to any other right of the Employer under this Contract, GoN, 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:
- if it is proved that the bidder committed acts pursuant to the Sub - Clause 28.2,
  - if the bidder fails to sign an agreement pursuant to Sub - Clause 24.2,
  - 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 ,
- d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
  - e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
  - f) other acts mentioned in the Bidding Data

29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.

### **30.Provision of PPA and PPR**

If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

**SECTION III**

**BID FORM**

**LETTER OF ACCEPTANCE**

**AGREEMENT**

**ELIGIBILITY REQUIREMENTS**



# BID FORM

To :  
IlamDistribution Centre  
Biratnagar Regional Office,  
Distribution & Consumer Service Directorate  
Nepal Electricity Authority  
Ilam.  
Nepal  
Tel.:-027-520055

Gentlemen:

We have examined the documents listed in Instruction to Bidders, Clause II and offer to execute the **Electrification Work at Aangna and Mauwa VDC of Panchthar District** in conformity with the Contract for the sum of ..... (in words) ..... (in figures) or such other sum as may be ascertained under the contract.

This bid shall remain binding until \_\_\_\_\_ days. This bid and your written acceptance of it shall constitute a binding contract between us.

We understand that the NEA is not bound to accept the lowest or any offer received for the Works.

Signature \_\_\_\_\_

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

Name: \_\_\_\_\_

Authorized to sign on behalf of (organization name): \_\_\_\_\_

Designation: \_\_\_\_\_

Office Stamp of the Organization: \_\_\_\_\_



## Letter of Acceptance

[Letterhead of the NEA]

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

To: [name and address of the contractor]

This is to notify you that your Quotation (Bid) dated [date] for execution of the **Electrification Work Aangna and Mauwa VDC of Panchthar District, Quotation ID: NEA-Ilam DC-2074/075-17, SQ** for the Contract Price of [insert the amount in Nepalese Rupees in numbers and words] as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to contact NEA, IlamDistribution Centre, Ilamto sign the formal agreement on [date] at [time]. As per the Instructions to Bidders you are also required to submit Performance Security, as specified in the Section - 9 Sample Forms of Securities, consisting of a Bank Guarantee in an approved format or cash deposit voucher in favor of the **NEA in Dharauti A/C of IlamDCS, Account No. 040061009601 at Nepal Bank Limited, Ilam.**

The NEA shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract.

Please convey our unconditional acceptance by signing on the original of this letter and submit the required Performance Security at the time of formal agreement.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## Contract Agreement

This Agreement, made the [day] day of [month], [year] between NEA, Ilam Distribution Centre, Ilam (hereinafter called "NEA") and [name and address of contractor] (hereinafter called "the contractor") of the other part.

Whereas the NEA is desirous that the contractor execute **Electrification Work at Aangna and Mauwa VDC of Panchthar District, Quotation ID: NEA-Ilam DC-2074/075-17, SQ** (hereinafter called "the Works") and the NEA has accepted the bid for \_\_\_\_\_ [insert the amount in Nepalese Rupees in numbers and words] by the contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesses as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the NEA to the contractor as hereinafter mentioned, the contractor hereby covenants with the NEA to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The NEA hereby covenants to pay the contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, 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.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed by for and on behalf of the NEA

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[Title]

in the presence of \_\_\_\_\_

Company Seal :

Signed by for and on behalf of the Contractor

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[Title]

in the presence of \_\_\_\_\_

Company Seal :

## ELIGIBILITY INFORMATION

### 1. Eligibility Requirements:

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

Constitution or legal status of Bidder: [attach copy]

- a. Up to date Registration Certificate: [attach copy]
- b. Pan Registration Certificate: [attach copy]
- c. Tax Returns/Clearance certificate (upto 2073/74)or as stated in IFB/ITB : [attach copy]
- d. Power of Attorney: [attach copy]
- e. Place of registration: [insert]
- f. A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business related offence.
- g. Principal Place of business: [insert]
- h. All the attach copy of the documents shall be legally notarized

# SECTION IV

## GENERAL CONDITIONS OF CONTRACT (GCC)

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

### 1. General Provisions

#### 1.1 Definitions

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:

##### The Contract

- 1.1.1 "**Contract**" means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).
- 1.1.2 "**Specification**" means the document as listed in the SCC, and any variation to such document.
- 1.1.3 "**Drawings**" means the Employer's drawings of the Works as listed in the SCC, and any variation to such drawings.
- 1.1.4 "**Bill of Quantities**" means the priced and completed bill of quantities forming part of the Tender.
- 1.1.5 "**Bid or Quotation**" 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.
- 1.1.6 "**Letter of Acceptance**" means the formal acceptance by the Employer of the **bid** or Tender.

##### Persons

- 1.1.7 "**Employer**" 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.
- 1.1.8 "**Contractor**" 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.
- 1.1.9 "**Party**" means either Employer or the contractor.

##### Date, Times and Periods

- 1.1.10 "**Commencement Date**" means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.
- 1.1.11 "**Day**" means a calendar day.
- 1.1.12 "**Time for Completion**" 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.

**Money and Payments**

1.1.13 "**Cost**" 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.

1.1.14 "**Contract Price**" means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.

1.1.15 "**Retention Money**" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3

**Other Definitions**

1.1.16 "**Contractor's Equipment**" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

1.1.17 "**Country**" means Nepal.

1.1.18 "**Employer's Liabilities**" means those matters listed in Sub-Clause 5.1.

1.1.19 "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.

1.1.20 "**Plant**" means the machinery and apparatus intended to form or forming part of the Permanent Works.

1.1.21 "**Site**" 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.

1.1.22 "**Variation**" means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Supervisor under Sub-Clause 9.1.

1.1.23 "**Works**" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.

1.1.24 "**Permanent Works**" means the permanent works to be executed (Including Plant) in accordance with the Contract.

1.1.25 "**Temporary Works**" 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.

1.1.26 **"Adjudication"** means the procedure to be adopted by the contractor and the Employer in solving the dispute if it is not solved amicably pursuant to Sub-Clause 13.1.

## 1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## 1.3 Priority of Documents

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 listed in the SCC.

## 1.4 Law

The law of the Contract is stated in the SCC.

## 1.5 Communications

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.

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 shall be considered to be delivered to the concerned party.

## 1.6 Statutory Obligations

The contractor shall comply with the laws of the countries where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.

## 2. The Employer

### 2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the SCC.

### 2.2 Permits and Licenses

The Employer shall, if requested by the contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

- 2.3 Employer's Instructions** 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.
- 2.4 Approvals** No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
- 3. Employer's Representatives**
- 3.1 Authorized Person** One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
- 3.2 Employer's Representative** 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.
- 4. The Contractor**
- 4.1 General Obligations** The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labor, 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.  
During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labor laws, including child labor related enactments, and rules made there under.  
  
A child who has not attained the age of fourteen years shall not be employed in any work as a laborer.
- 4.2 Contractor's Representative** The contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the contractor.
- 4.3 Subcontracting** The contractor shall not subcontract the whole of the Works. The contractor shall not subcontract any part of the Works without the consent of the Employer.
- 4.4 Performance Security** As stated in the SCC, the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
- 5. Employer's Liabilities**
- 5.1 Employer's** In this Contract, Employer's Liabilities mean:

## Liabilities

- a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works.
- d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,
- 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
- g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,
- h. any failure of the Employer,
- 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,
- j. any delay or disruption caused by any Variation,
- k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,
- 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
- m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.

## 6. Time for Completion

### 6.1 Execution of the Works

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.

### 6.2 Programmed

The contractor shall submit to the Employer a programmed for the Works within the time stated in the

## SCC

- 6.3 Extension of Time**      of      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.  
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.  
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.
- 6.4 Liquidated Damages for Delay**      for      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.
- 7. Taking-Over**
- 7.1 Completion**      The contractor may notify the Employer when he considers that the Works are complete.
- 7.2 Taking-Over Notice**      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.  
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.
- 8. Remediating Defects**
- 8.1 Remediating Defects**      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.  
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.
- 8.2 Uncovering and Testing**      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.

## 9. Variations and Claims

- 9.1 Right to Vary** The Employer may instruct Variations.
- 9.2 Valuation of Variations** Variations shall be valued as follows:
- where appropriate, at rates in the Contract, or
  - in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or
  - at appropriate new rates, as may be agreed or which the Employer considers appropriate.
- 9.4 Right to Claim** 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.
- 9.5 Variation and Claim Procedure** The contractor shall submit the Employer an itemized 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.

## 10. Contract Price and Payment

- 10.1 Valuation of the Works** 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.
- 10.2 Payments Certificates** 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
- 10.3 Payments** 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.

**10.4 Payment of Retention** 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

**10.5 Advance Payment** a. The Employer may make advance payment to the contractor of the amounts stated in the SCC within 30 days, against provision by the contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies 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 will not be charged on the advance payment.

b. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor, following the schedule of completed percentages of the Works as indicated in SCC

**0.6 Local Taxation & Value Added Tax** 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.

b. The Contract is not exempted from value added tax. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.

## 11. Termination of Contract

**11.1 Default by Contractor** If the contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the contractor has not taken all practicable steps to remedy the default within 15 days after the contractor's receipt of the Employer's notice, the Employer may, by a second notice given within a further 22 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any contractor's Equipment which the Employer instructs in the second notice to be used until the completion of the

Works.

**11.2 Default by Employer** If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 30 days after the Employer's receipt of the contractor's notice, the contractor may, by a second notice given within a further 22 days, terminate the Contract. The contractor shall then demobilize from the Site.

**11.3 Insolvency** If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The contractor shall then demobilize from the Site leaving behind, in the case of the contractor's insolvency; any contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

**11.4 Termination by Convenience** Notwithstanding the above, the Employer shall be entitled to terminate the Contract in public interest, at any time at the Employer's convenience, by giving notice of such termination to the contractor.

**11.5 Payment upon Termination** 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:

- a. any sums to which the contractor is entitled under Sub-Clause 9.4,
- b. any sums to which the Employer is entitled,
- c. if the Employer has terminated under Sub-Clause 11.1 or 11.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d. if the contractor has terminated under Sub-Clause 11.2 or 11.4, the contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination

The net balance due shall be paid or repaid within 30 days of the notice of termination.

## 12. Risk and Responsibility

### 12.1 Contractor's Care of the Works

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.

### 12.2 Force Majeure

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, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the contractor's Equipment. 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.

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:

- a. any sums to which the contractor is entitled under Sub-Clause 9.4,
- b. the Cost of his suspension and demobilization,
- c. any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 30 days of the notice of termination.

## 13. Resolution of Disputes

### 13.1 Adjudication

If any dispute shall arise out of or in connection with the Contract, including any valuation or other decision of the Employer, then the parties shall attempt to settle such dispute amicably. However if the dispute is not settled amicably then the dispute shall be referred to the Adjudicator. The adjudicator shall be any person agreed by the Parties. In case of disagreement the Employer shall request Nepal Council of Arbitration (NEPCA) for appointment of the Adjudicator.

### 13.2 Amicable Settlement

If either Party is dissatisfied with the decision of the adjudicator attempt shall be made to resolve the dispute amicably.

## 14. Conduct of Bidders

14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

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 :

- h) give or propose improper inducement directly or indirectly,
- i) distortion or misrepresentation of facts
- j) engaging or being involved in corrupt or fraudulent practice
- k) interference in participation of other prospective bidders.
- 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,
- 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..
- 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

## 15. Blacklisting Bidder

15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Officer may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

- g) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2,
- h) if the bidder fails to sign an agreement pursuant to Instruction to Bidders Sub - Clause 24.2,
- i) 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 ,
- j) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- k) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
- l) other acts mentioned in the Bidding Data

15.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.

# SECTION – V SPECIAL CONDITIONS OF CONTRACT (SCC)

## SECTION – V. SPECIAL CONDITIONS OF CONTRACT (SCC)

This SCC forms part of the Agreement

Item	Clause	Data
Documents forming the Contract listed in the order of Priority <b>Document</b> a) The Agreement b) Special Conditions of Contract c) General Conditions of Contract d) The Technical Specifications e) The Drawings f) The Bill of Quantities	1.1.1	Applicable
Time for Completion	1.1.12	<b>90 Days after issuance of work order</b>
Law of Contract	1.4	Applicable Law of Nepal
Language	1.5	English
Provision of Site	2.1	IlamDCS, Ilam
Authorized Person	3.1	<b>Centre Chief, Ilam DCS, NEA</b>
Name and address of NEA's Representative	3.2	Distribution & Consumer Service Directorate, Biratnagar Regional Office NEA
Performance Security Amount: Form:	4.4	<b>As per</b> ITB Clause 23 of the Bidding Document Security format Attached in Section 9
Time for the submission of Program	6.2	<b>Within 7 days after work order</b>
Liquidated Damages for Delay	6.4	0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement
Period for notifying defects	8.1	365 days after completion date
Percentage of Retention	10.3	5% of each payment made to the Contractor
Advance Payment	10.5(a)	(Not applicable)
Deduction of Advance Payment	10.5(b)	(Not applicable)

# SECTION VI

## TECHNICAL SPECIFICATION

## Section VI.

### 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 Construction of Access Road/upgrading the access road at Ilam DCS, Ilam.

### Specifications

*The whole of works under this contract shall be carried out according to the specifications whether specifically mentioned in this document or not. No extra in any form shall be paid unless it is definitely stated as an item in the Bill of Quantities. Whenever the specifications are not given or ambiguous, the relevant Indian Standard and further amendments or decision of the Employer/Engineer as per existing codes and laws shall be considered as final and binding.*

### General Specifications

#### 1. 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/Quotations 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 Labor**

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 fulfill 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 unfavorable 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 and/or Estimate, as directed by the site Engineer. 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 Program 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 program giving the information of all condition necessary for the continuous works progressing (Supply materials, equipment, labor etc.) within five days after signing the Contract for the approval of Engineer.

## **TECHNICAL SPECIFICATIONS**

### **1. Erection of Steel Tubular pole**

- A. A minimum standard (As Shown in Drawing) deep hole shall be dug for erection of the pole. After erection, proper ramming shall be done around the pole.
- B. The pole should be straight (perpendicular to the ground.)

### **2. Erection of stay set and wire.**

- A. Stay plate shall be at the depth of 6 feet.
- B. Stay insulator shall be put in stay wire at least 12 feet above ground level.
- C. Stay wire shall be in tension.

### **3. Stringing of ACSR conductors - 0.05/0.03 Sq. inch or ABC cable**

- A. The conductors shall be in tension after stringing (As shown in Sag Chart).
- B. Stringing of conductor includes fittings of channel, Bracket, pin insulator, disc insulator/ or D-iron shackle, dead end points, jumpering shall be used as required.
- C. Double disk insulator has to be installed in certain points of Network.

- D. In all dead-end points, jumperings shall be connected by using PG Clamp or binding properly using binding wire.
- E. The size of conductors to string in particular poles shall be as directed by NEA.

**4. Installation of Distribution Transformer (11/0.4-0.2 kV)**

- A. The Transformer Base Channel, Channel for Drop Out Fuse Cut Out and Lightning Arrester shall install on H Pole Structure (As Shown in Drawing).
- B. The Transformer Shall Placed on Transformer Base Channel (As Shown in Drawing).
- C. Drop Out Fuse Cut Out and Lightning Arrester shall Install on Mounting Channel Properly (As Shown in Drawing).
- D. Earthing for Lightning Arrester, Neutral and Body shall install separately.
- E. MCCB or Horn Gap Fuse on LT side of transformer shall install properly.

**5. Transportation Works**

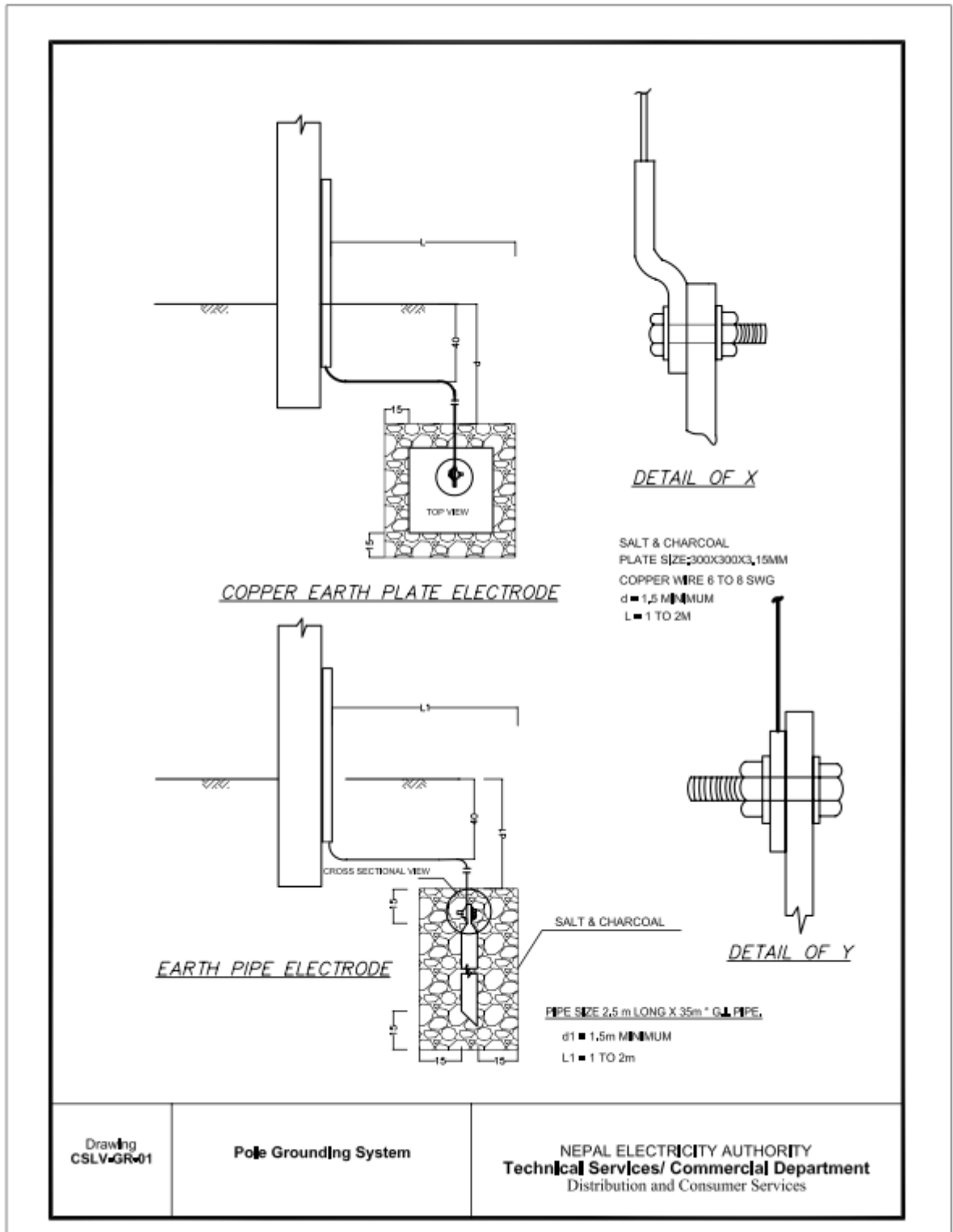
- A. Transport all required line materials provided by office from office store to construction site safely.

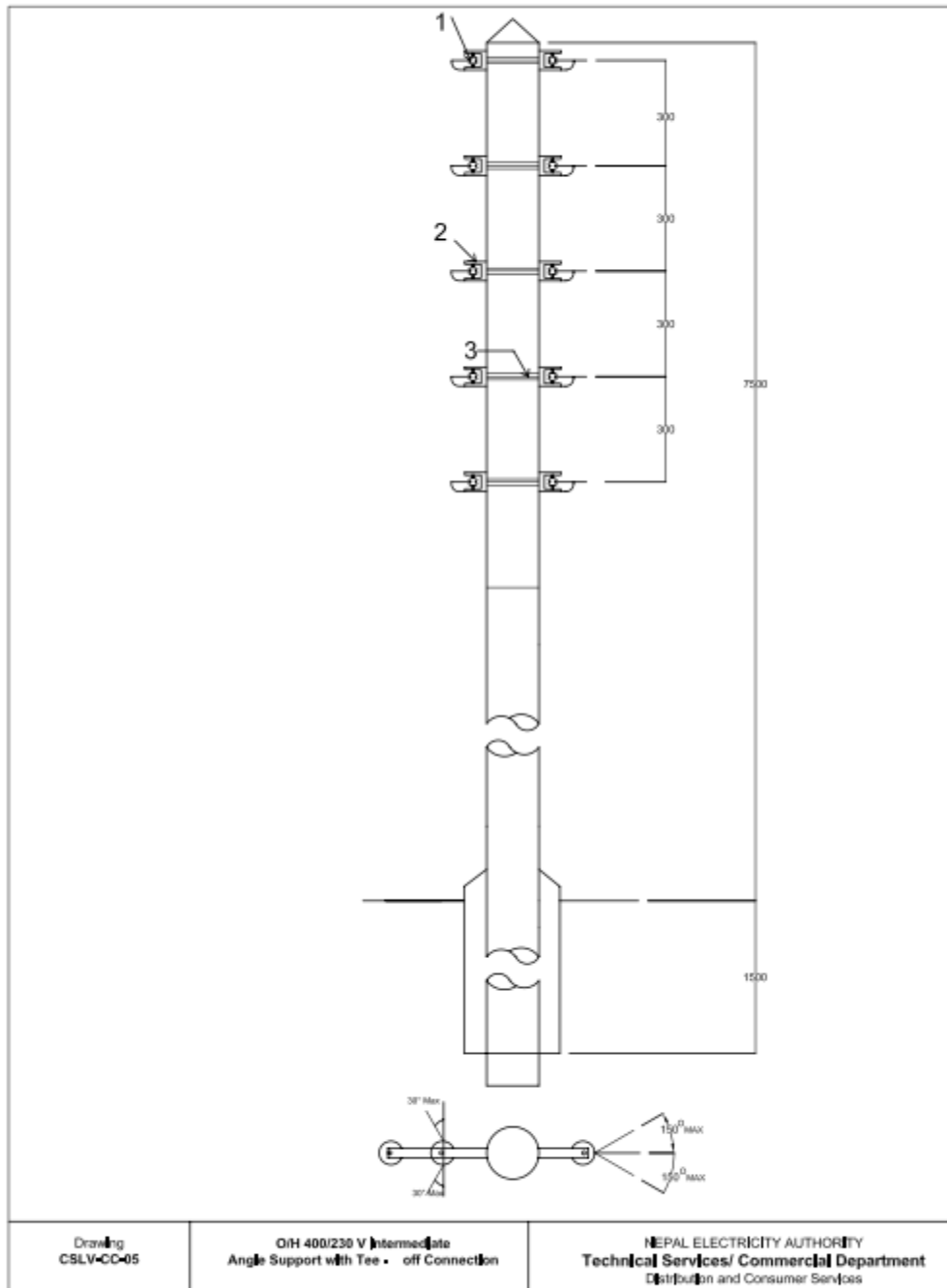
**Measurement**

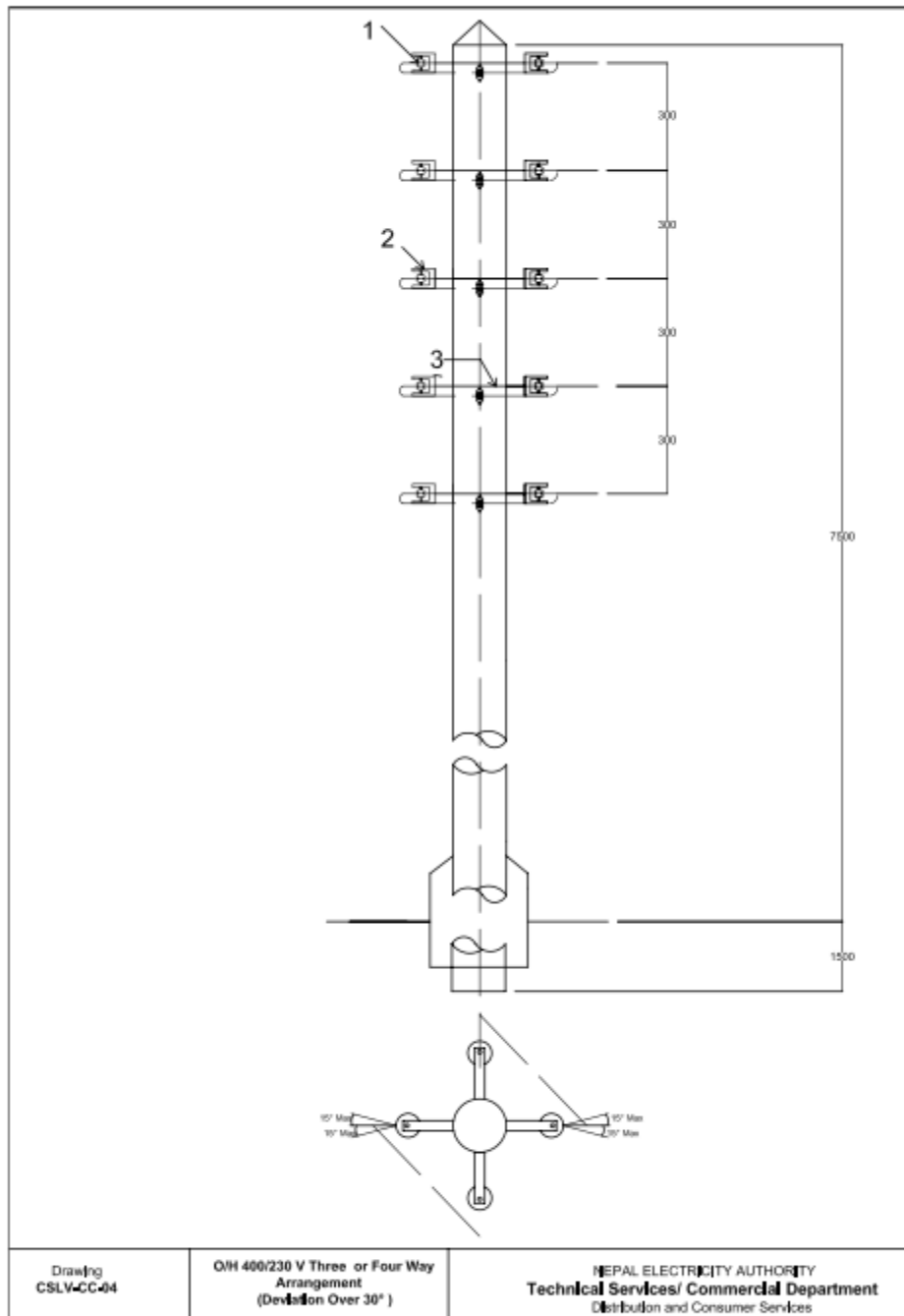
All construction work shall be measured as finished work in unit as specified in bill of quantities.

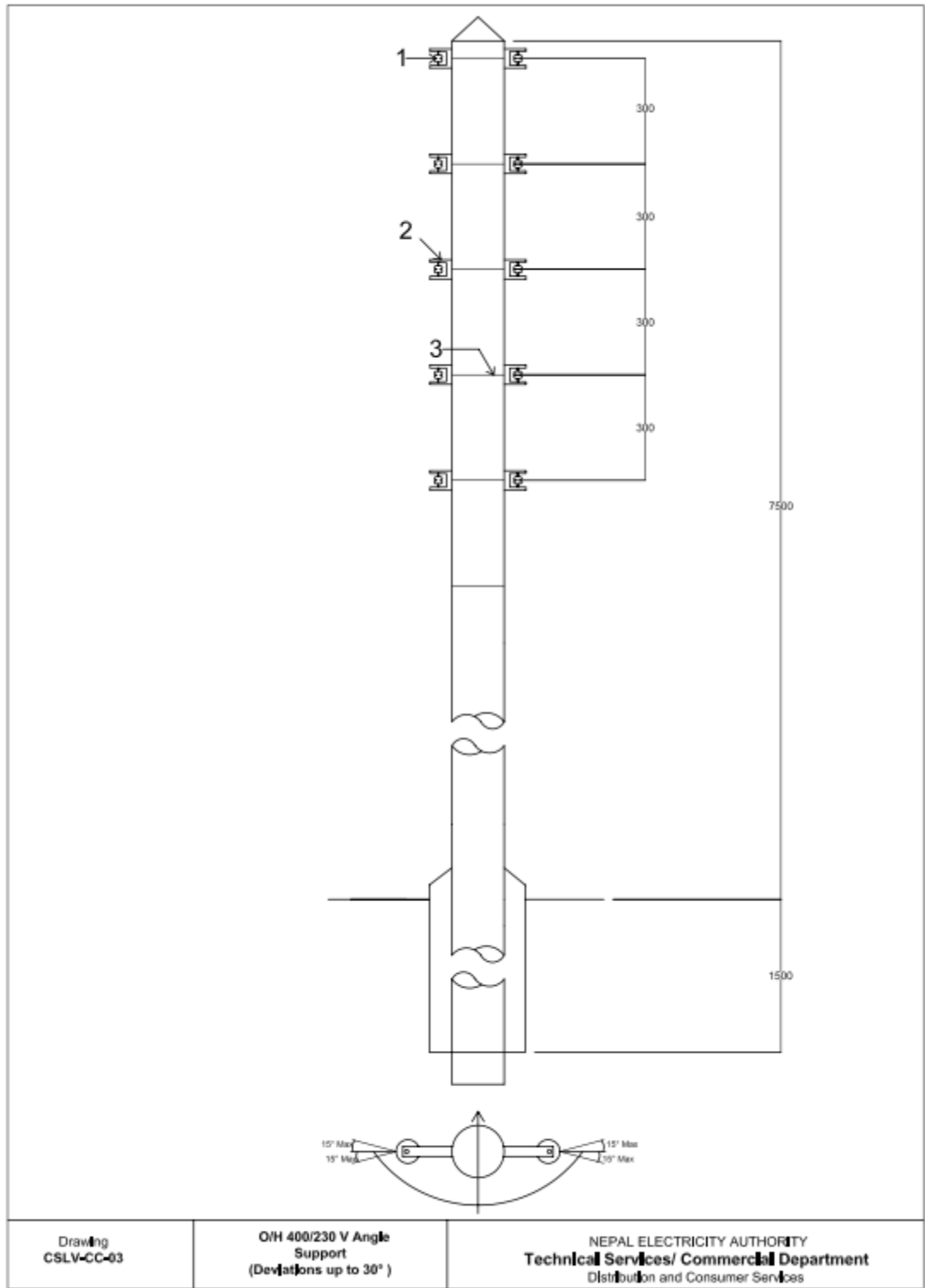
# SECTION VII

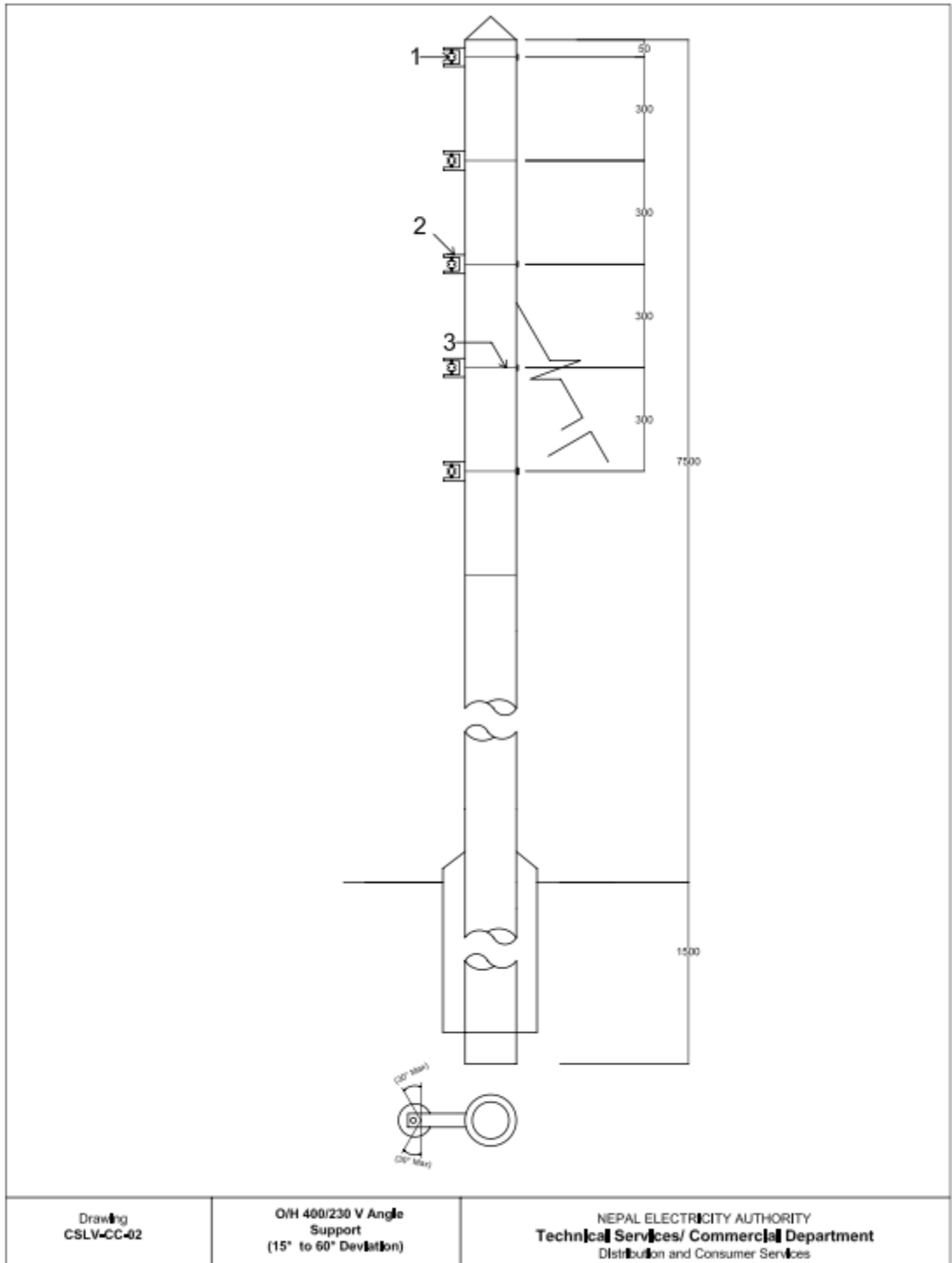
# DRAWINGS

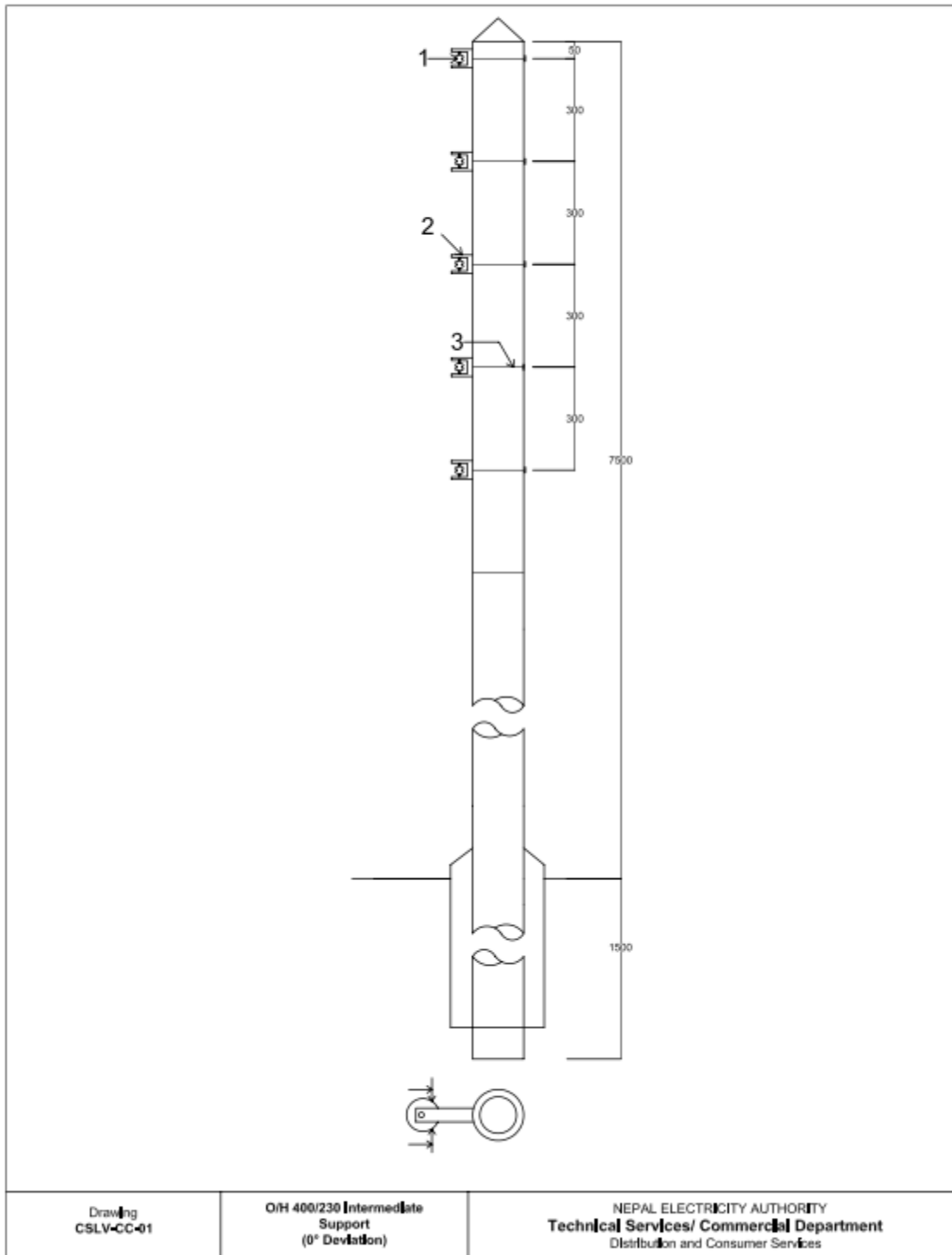


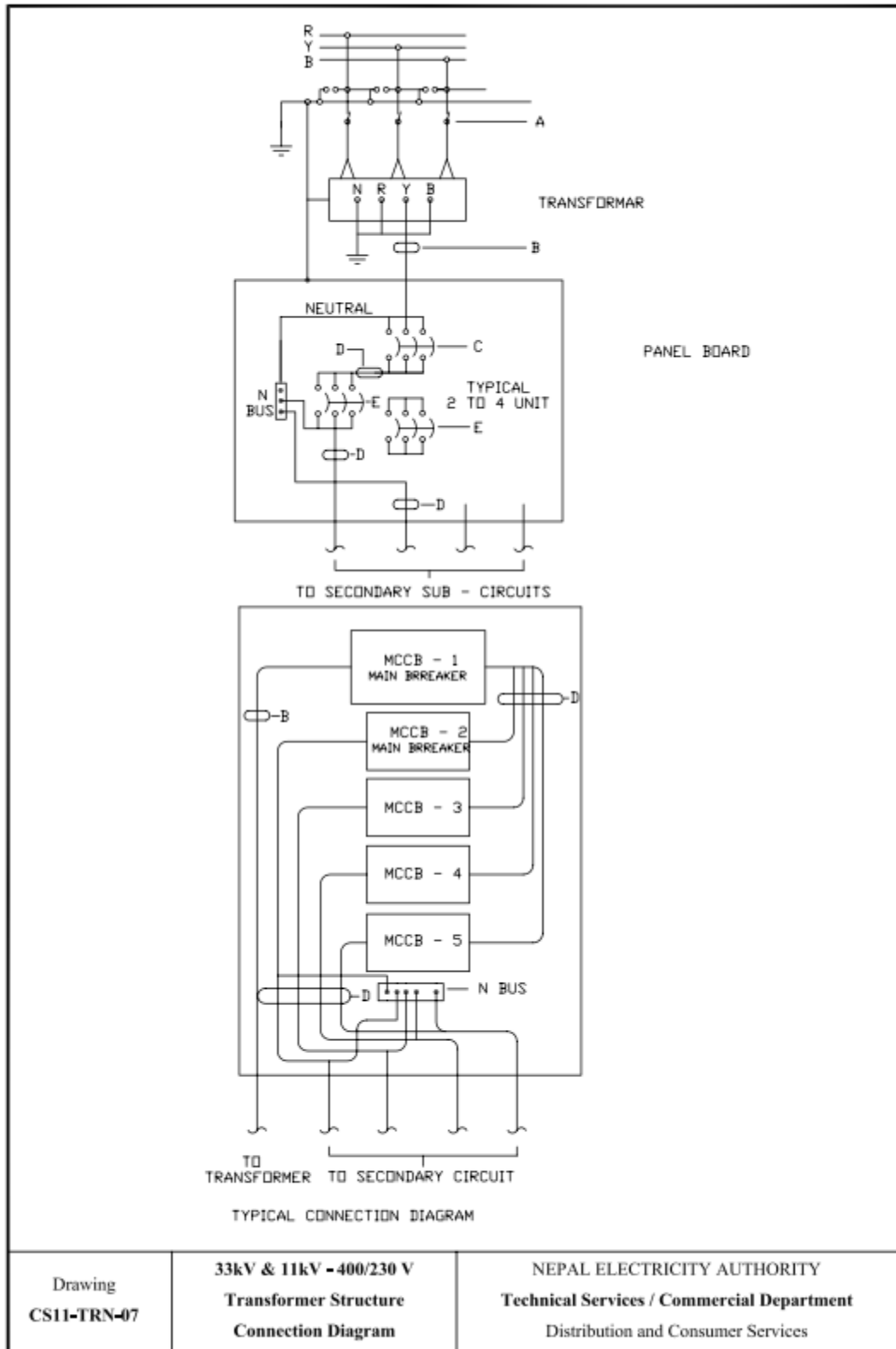




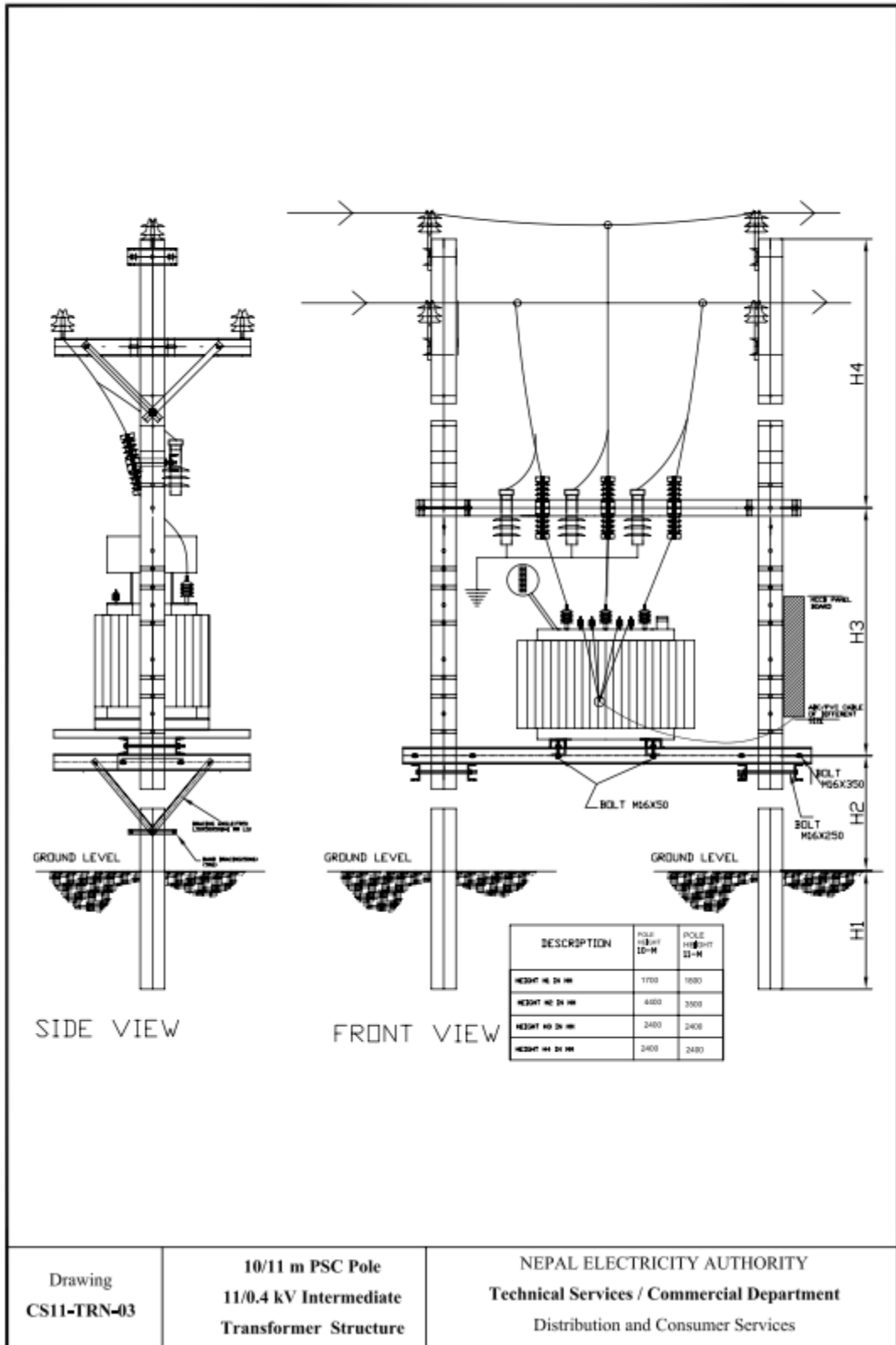










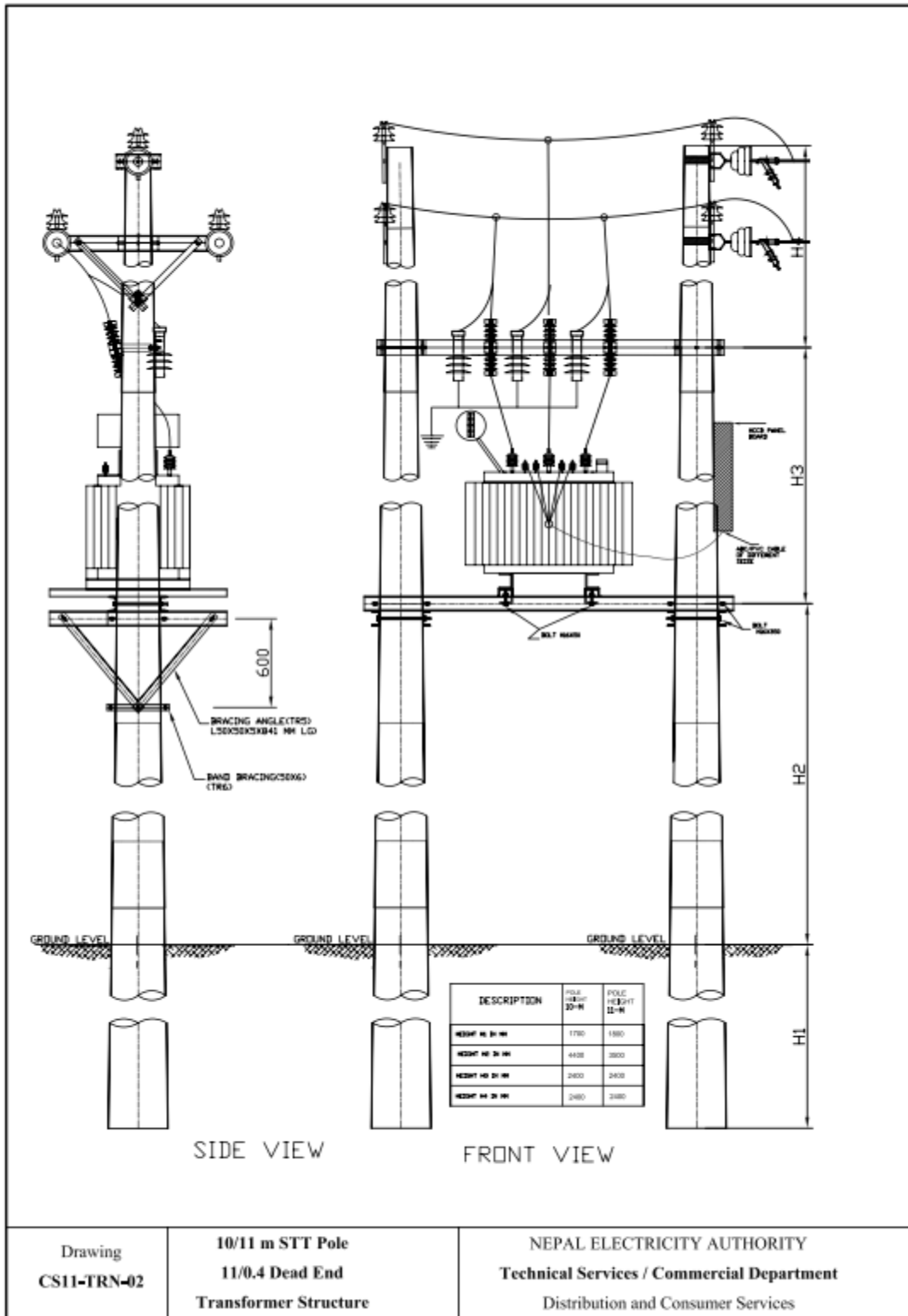


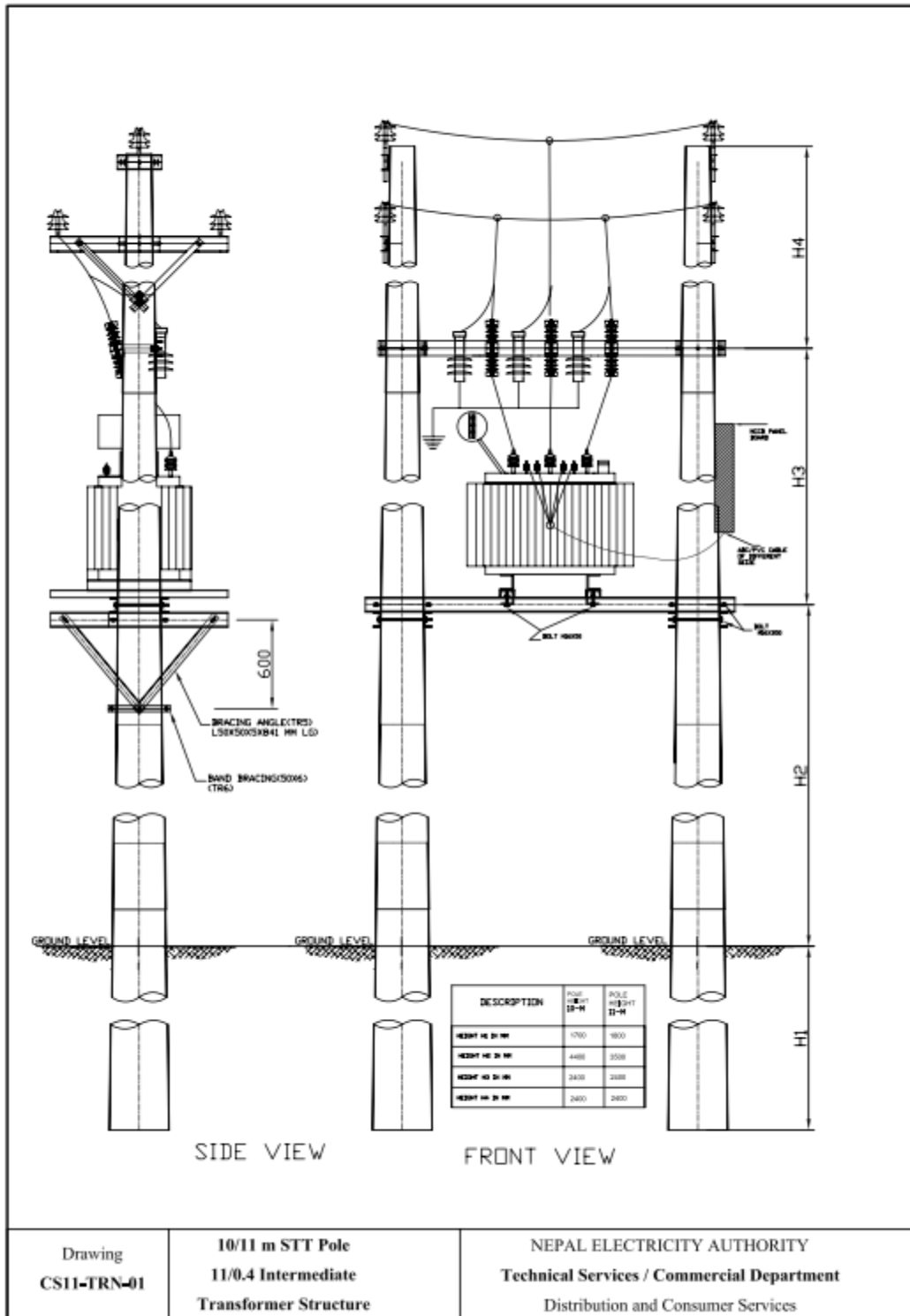
Drawing  
CS11-TRN-03

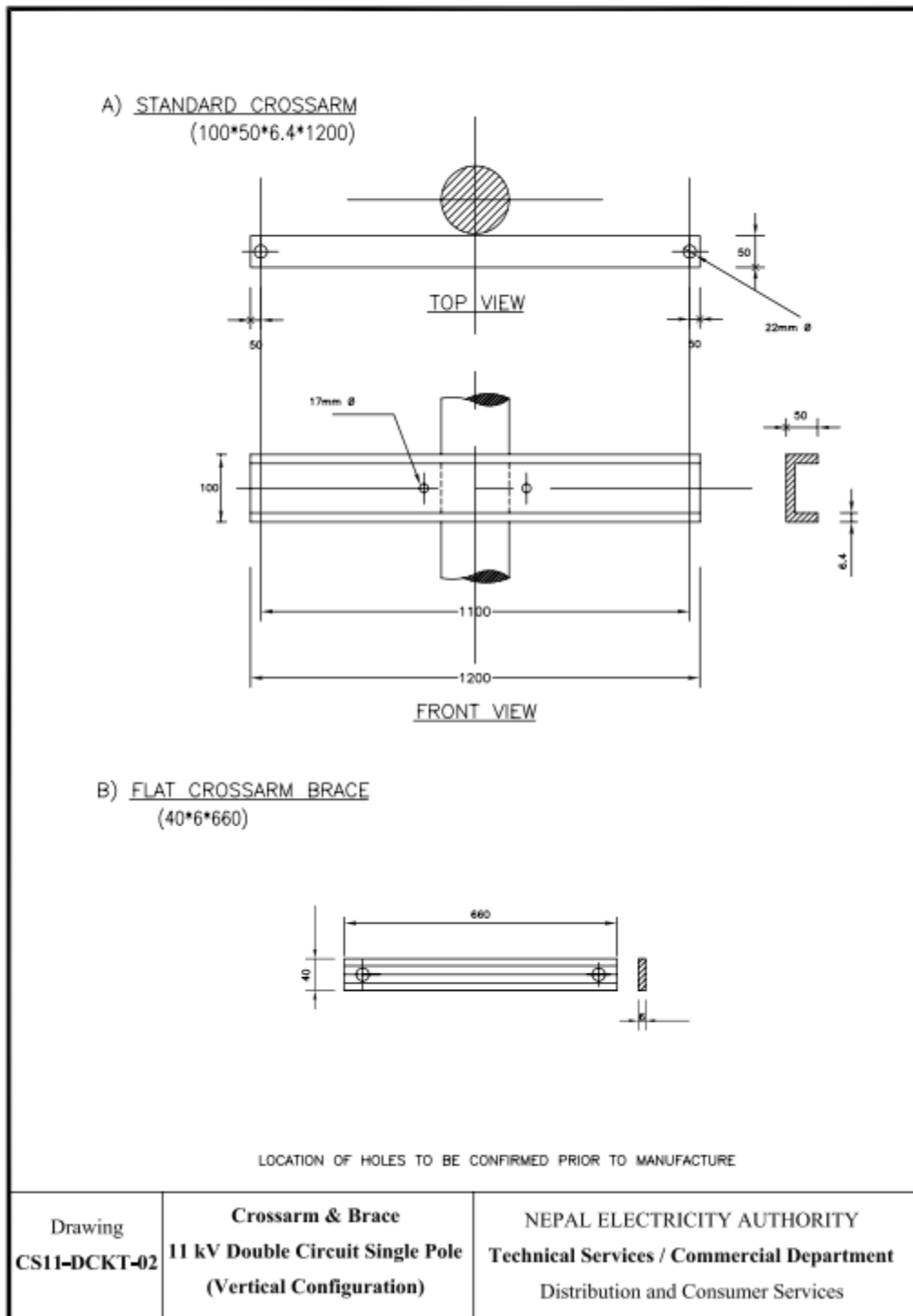
10/11 m PSC Pole  
11/0.4 kV Intermediate  
Transformer Structure

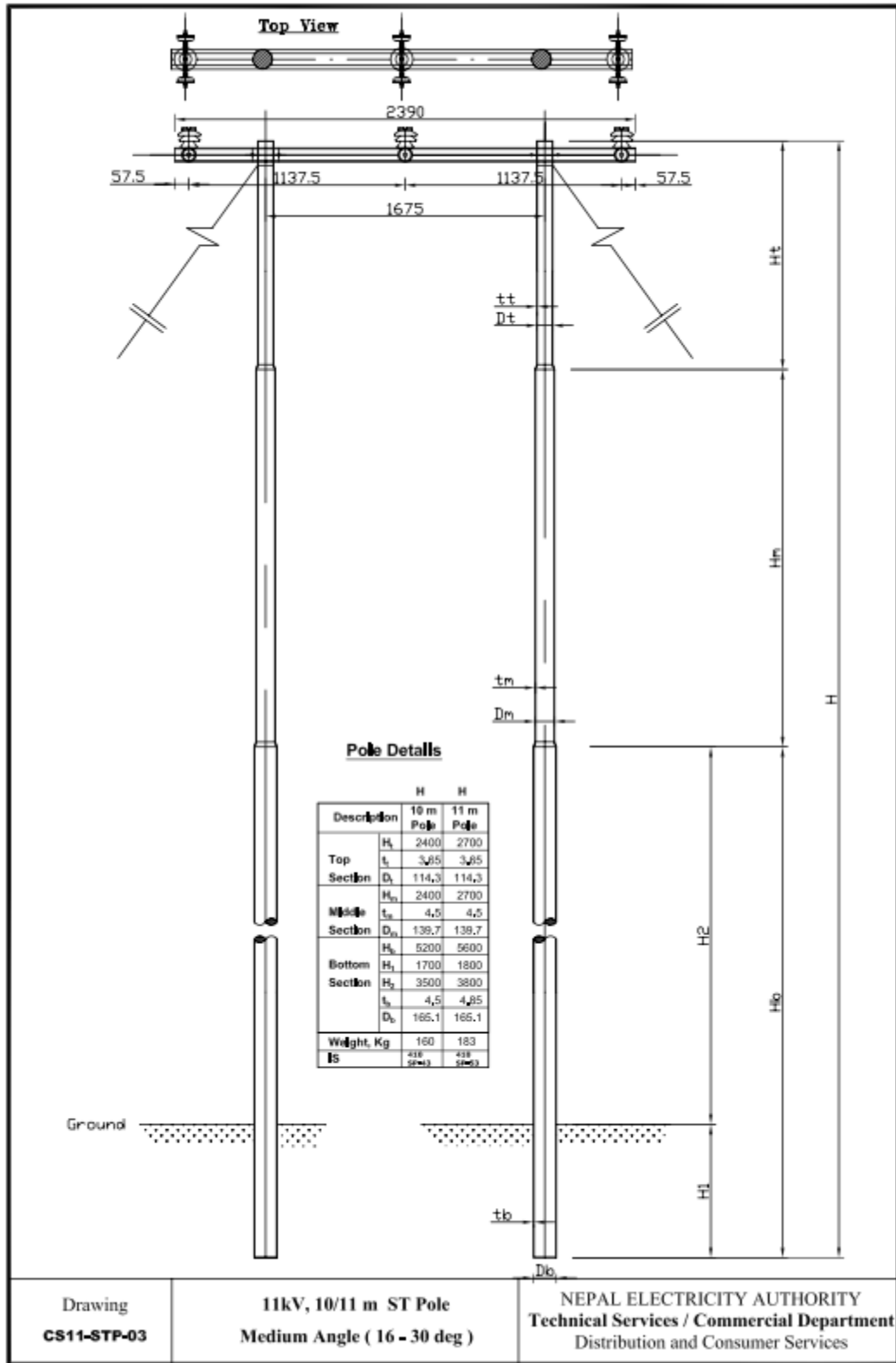
NEPAL ELECTRICITY AUTHORITY  
Technical Services / Commercial Department  
Distribution and Consumer Services

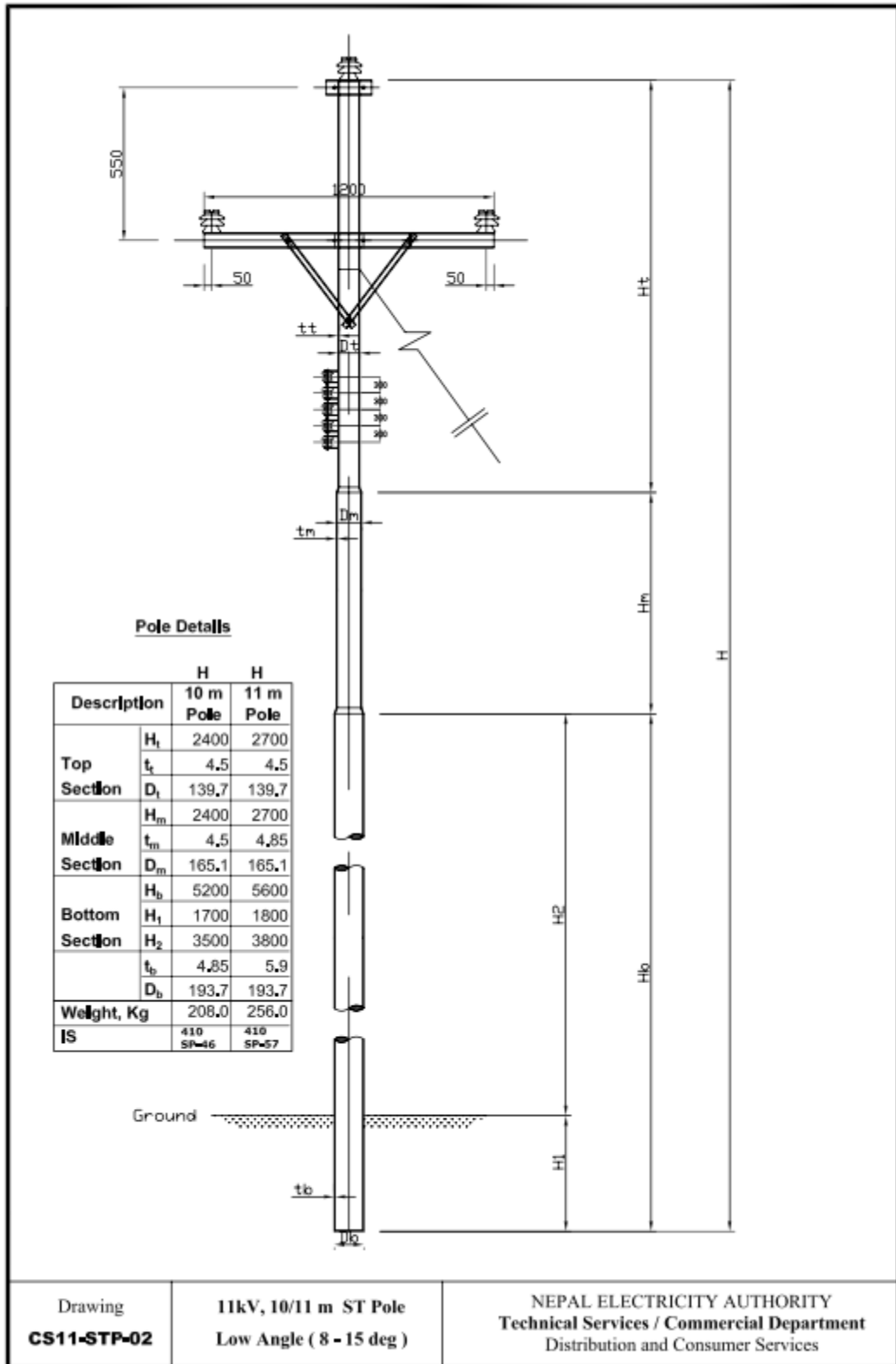










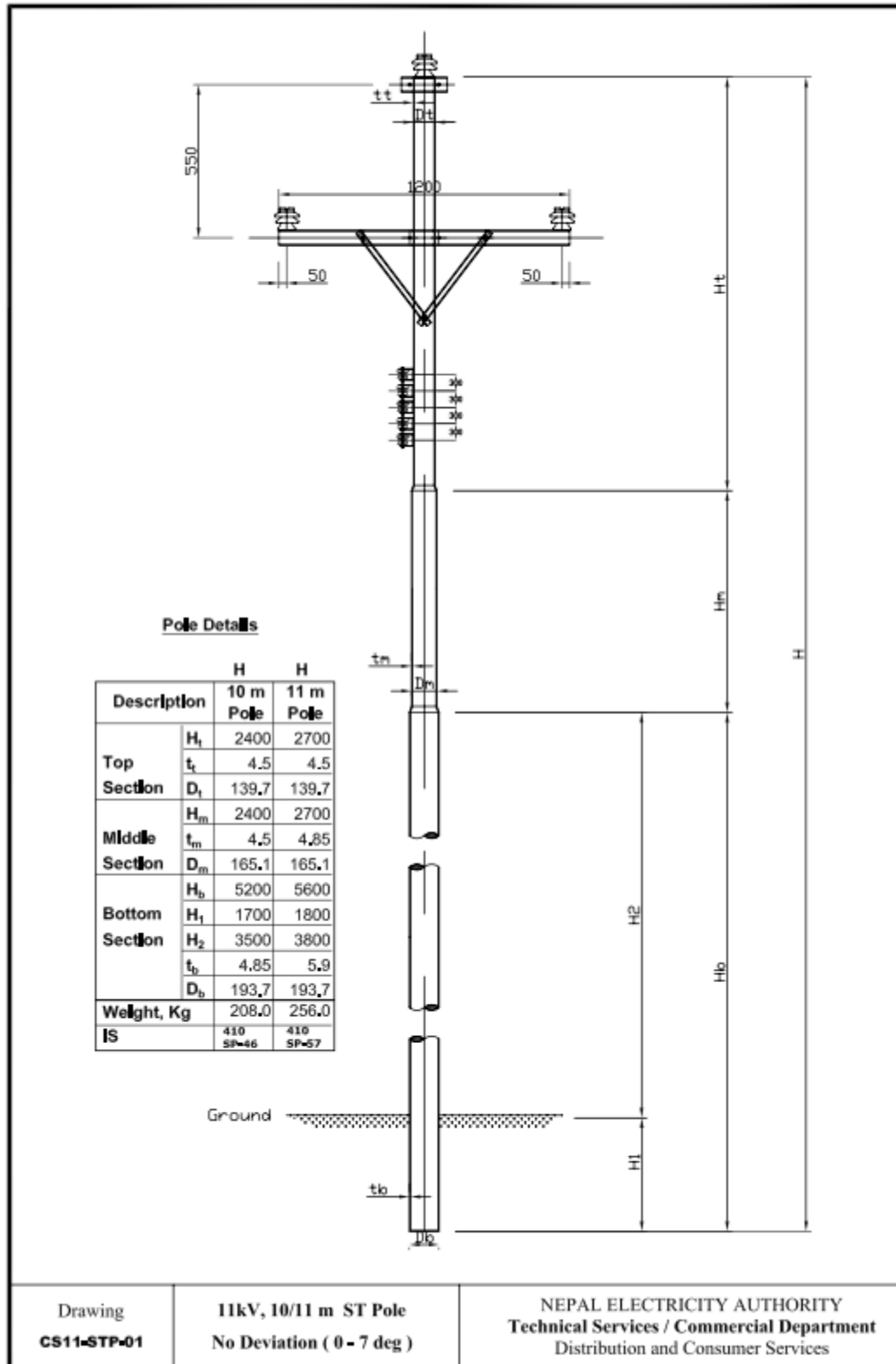


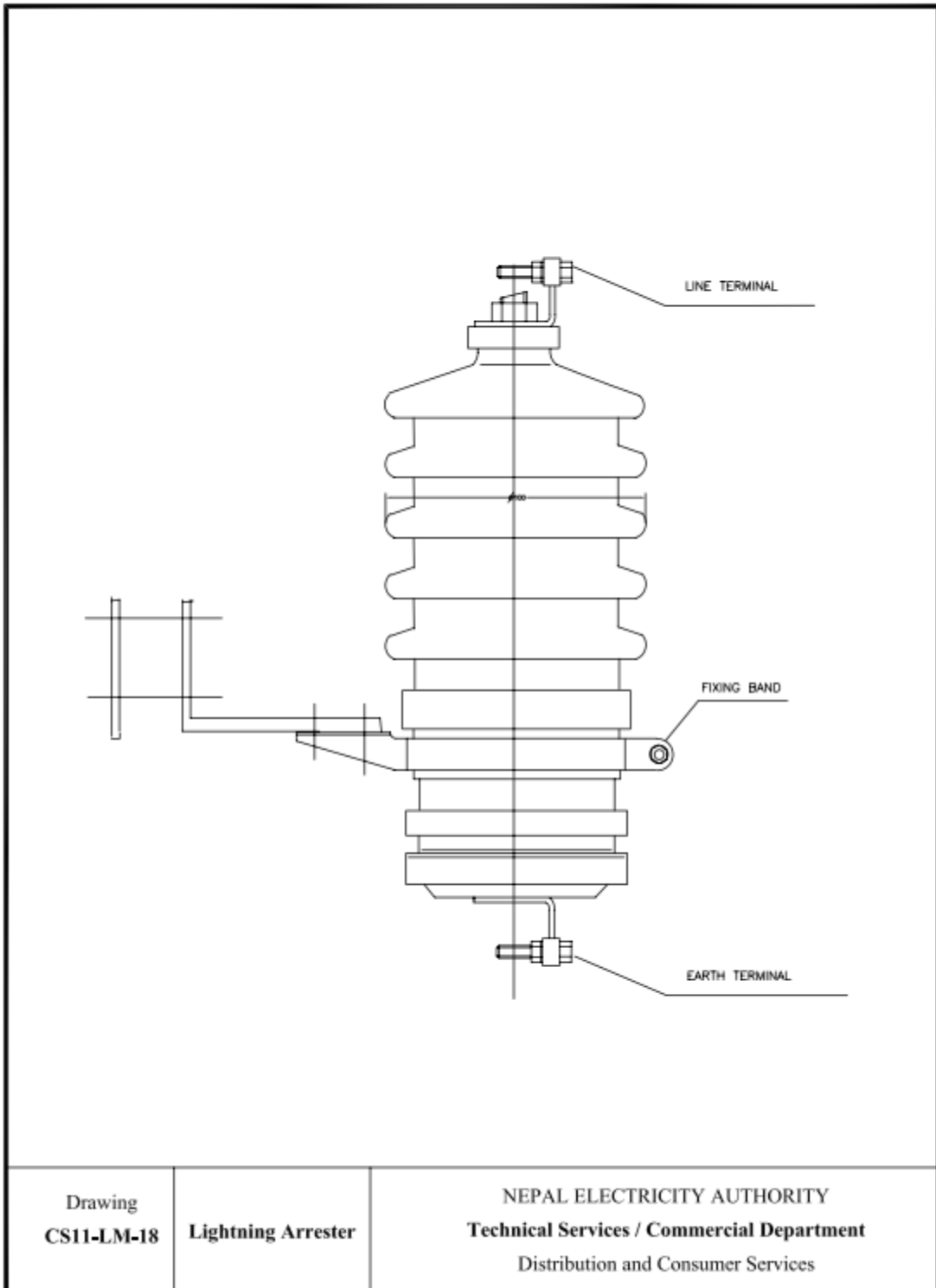
Drawing  
**CS11-STP-02**

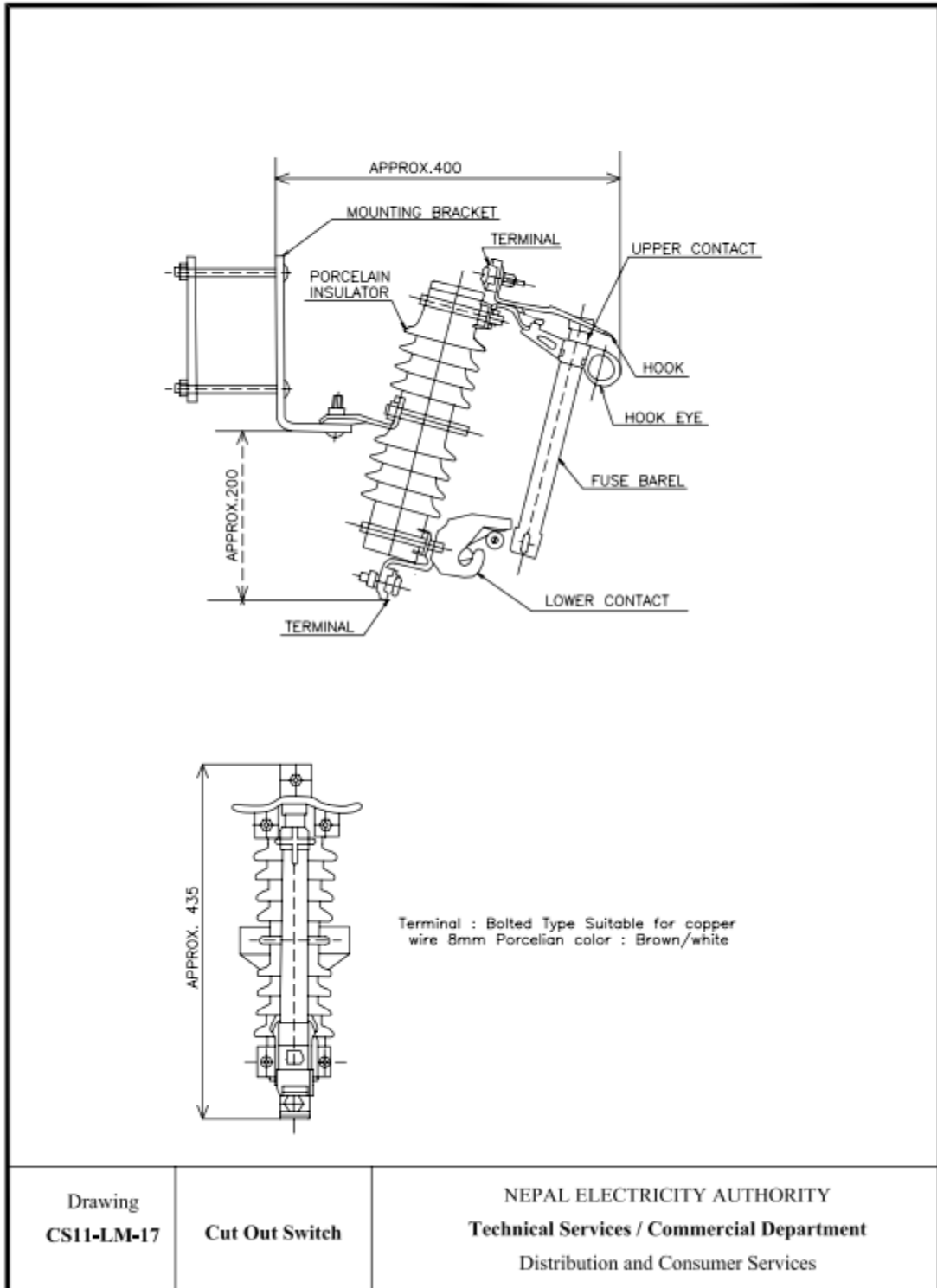
**11kV, 10/11 m ST Pole**  
Low Angle ( 8 - 15 deg )

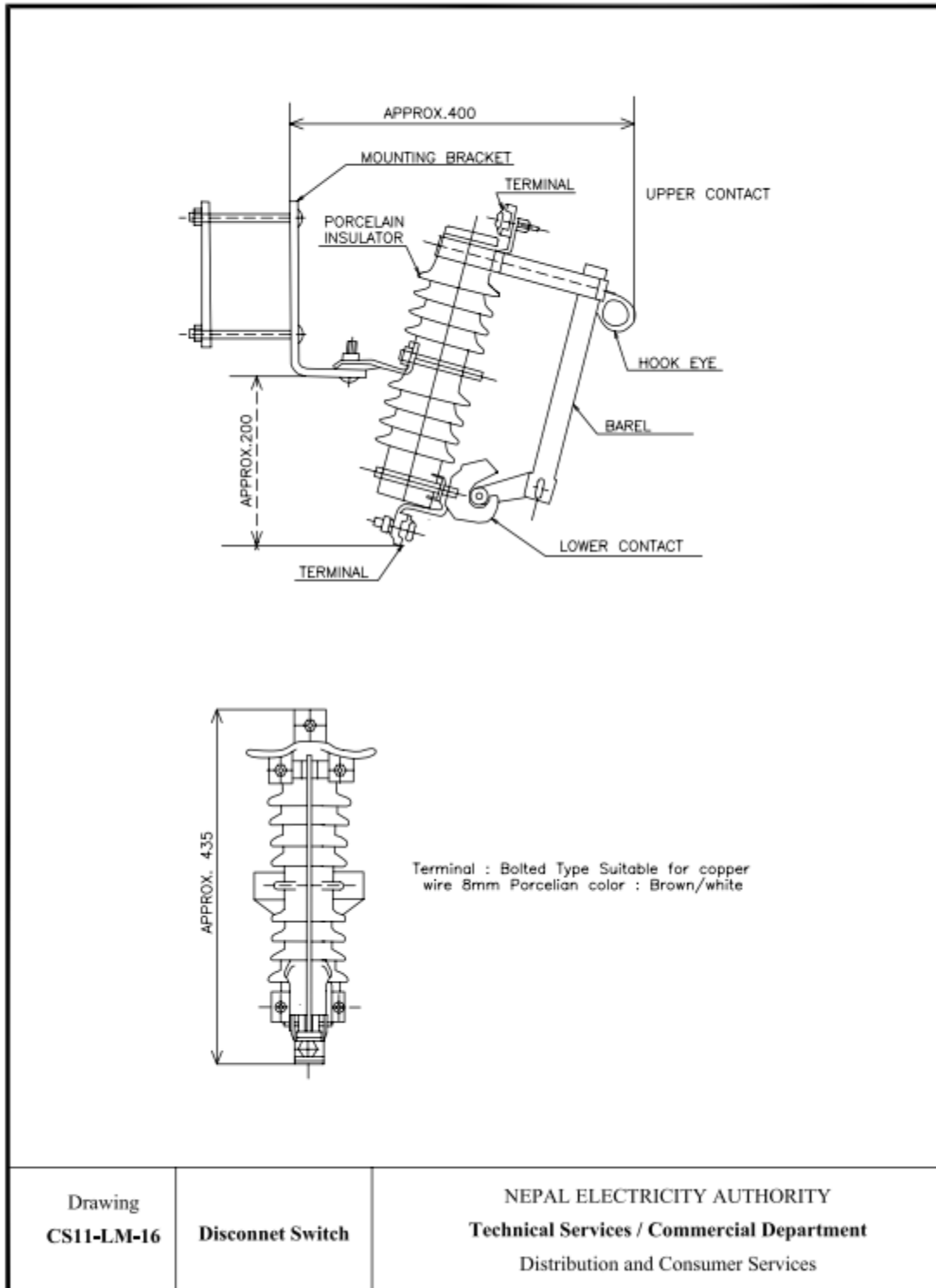
**NEPAL ELECTRICITY AUTHORITY**  
Technical Services / Commercial Department  
Distribution and Consumer Services

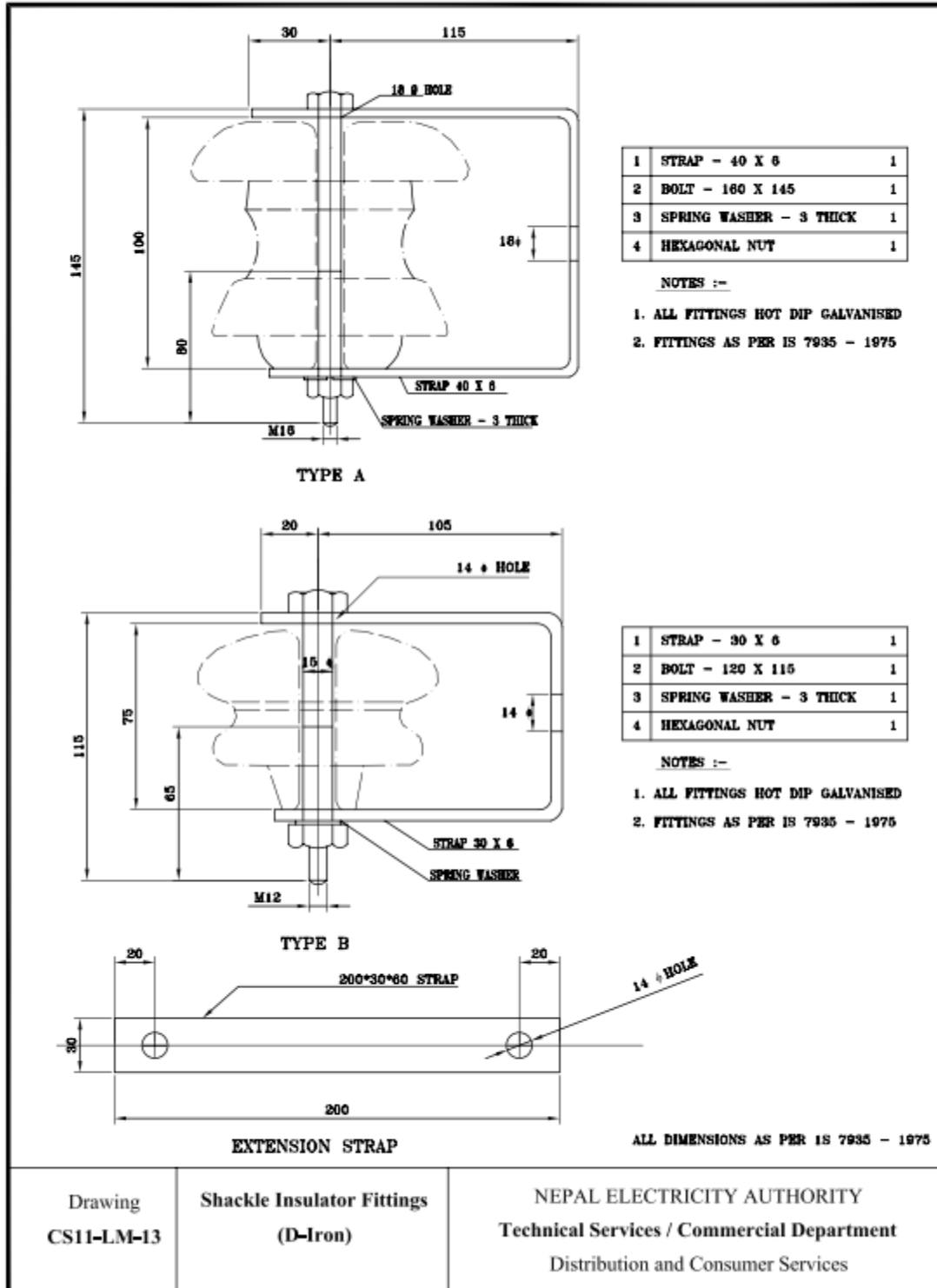


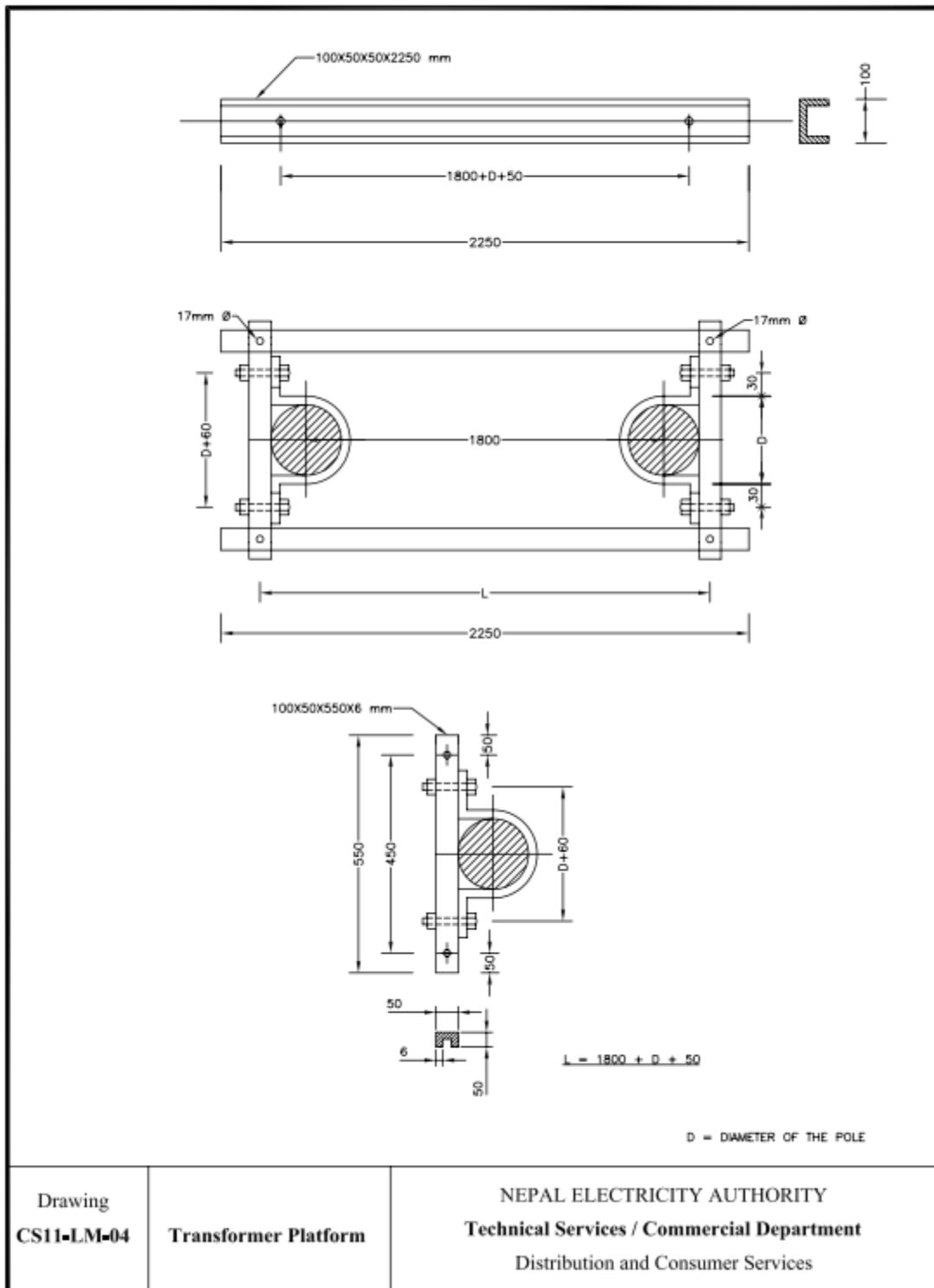


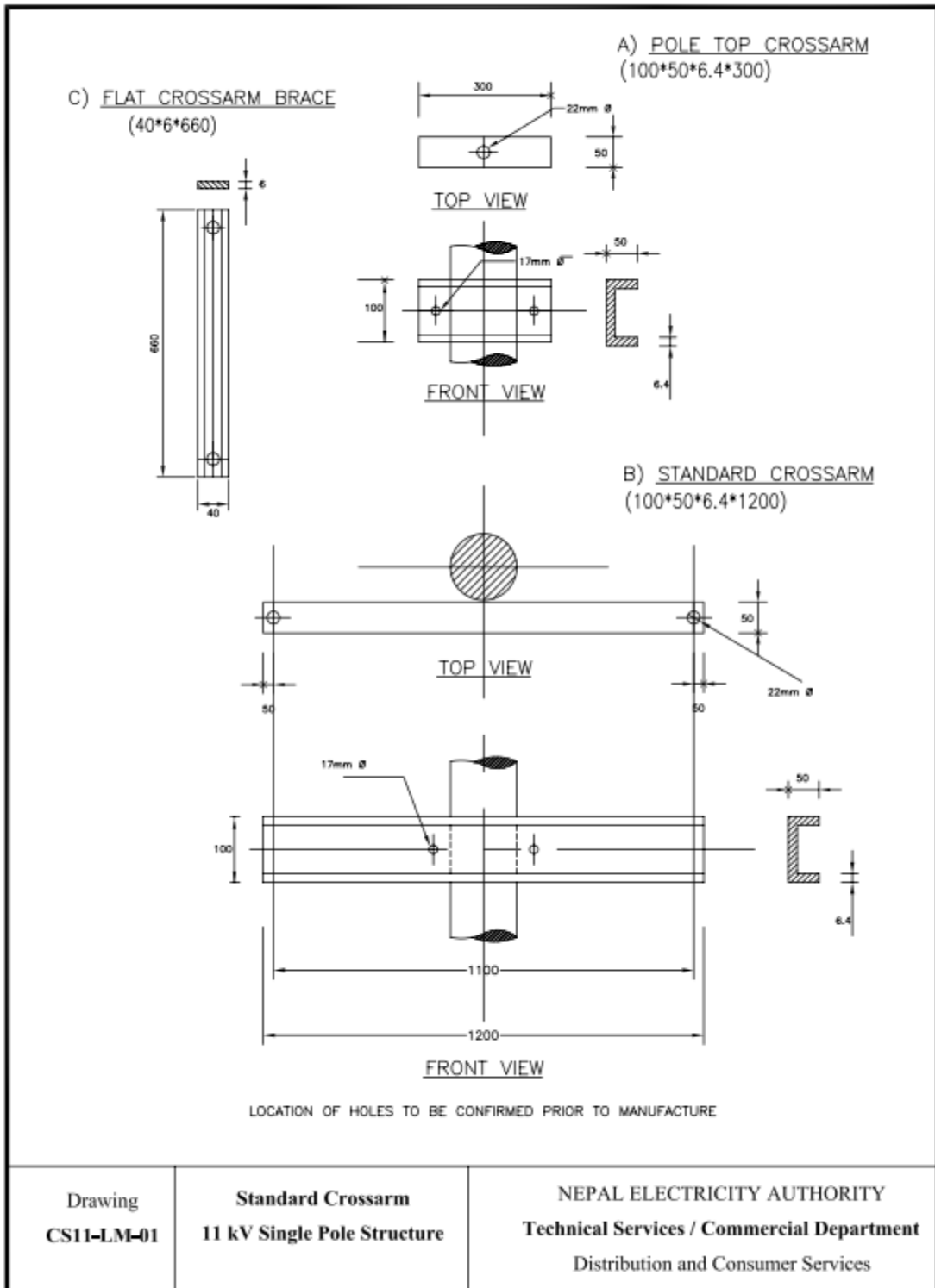










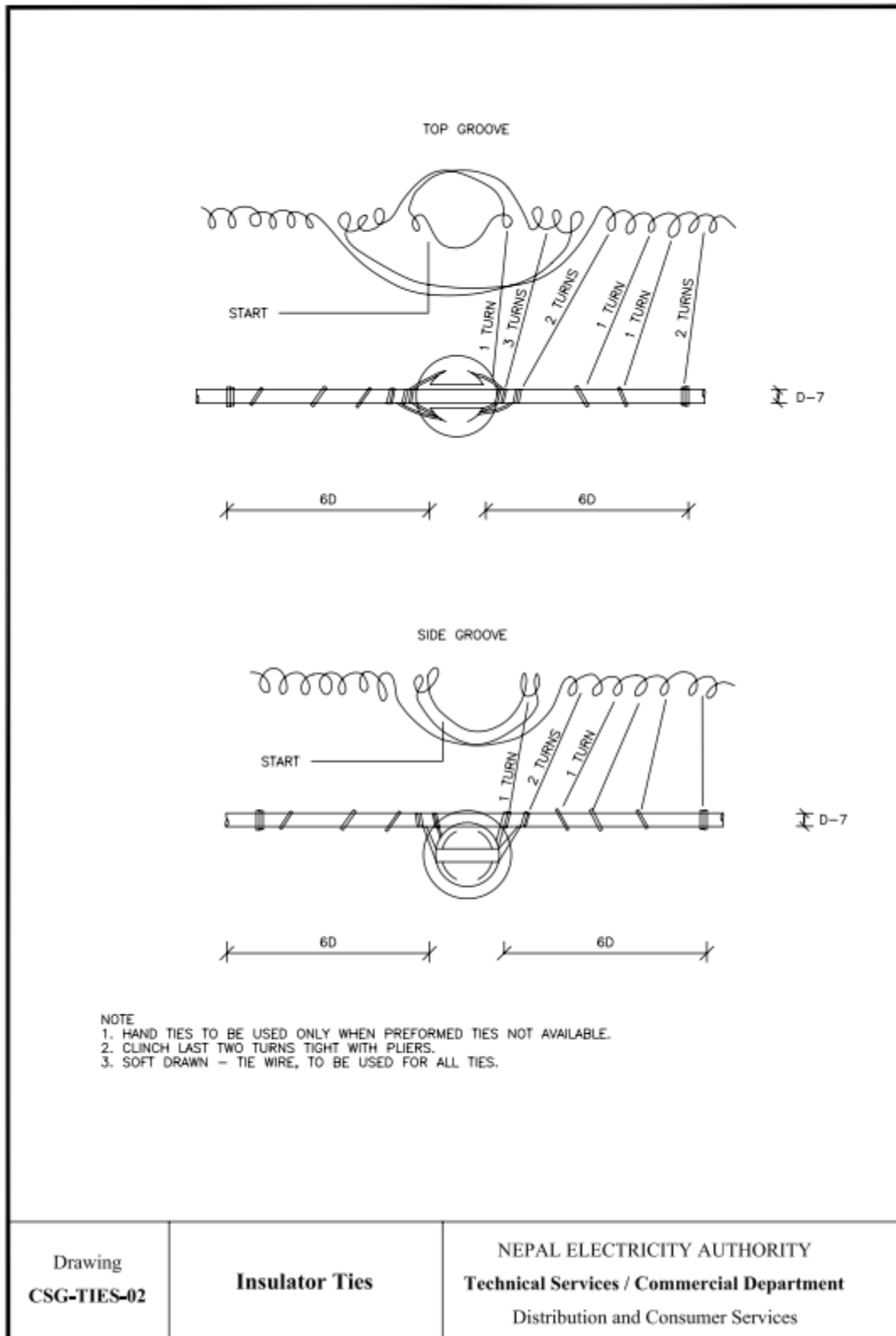


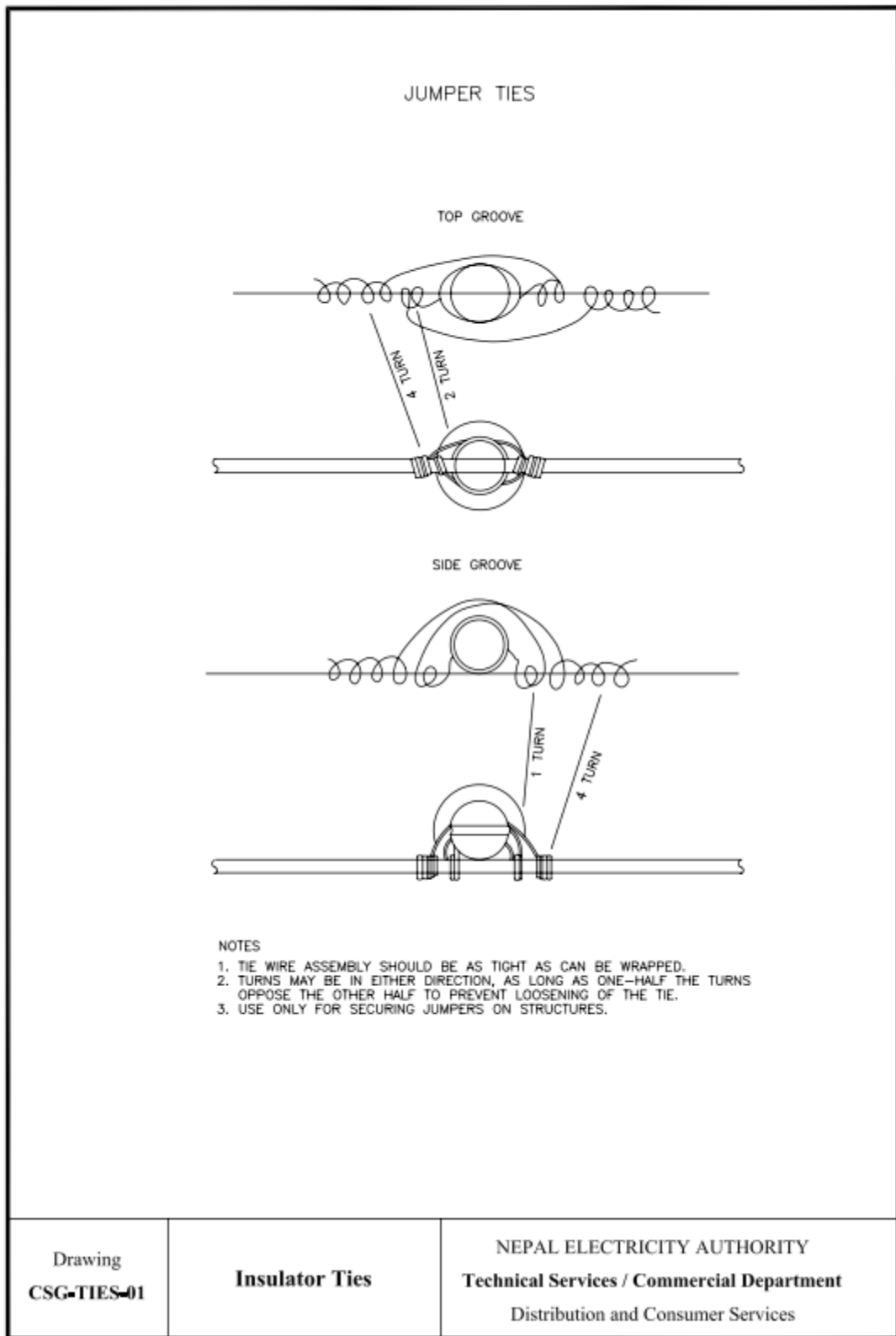
Drawing  
CS11-LM-01

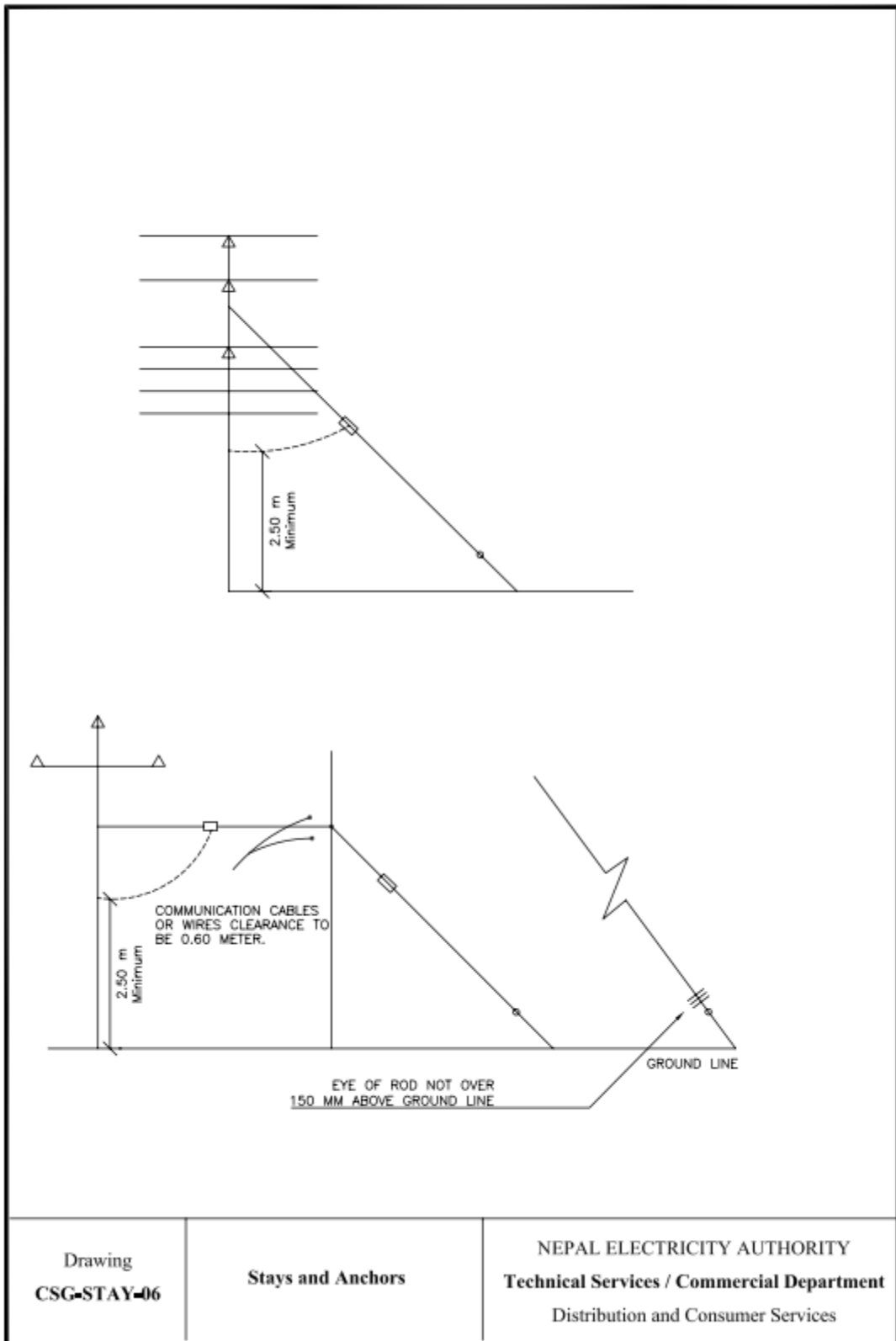
**Standard Crossarm**  
11 kV Single Pole Structure

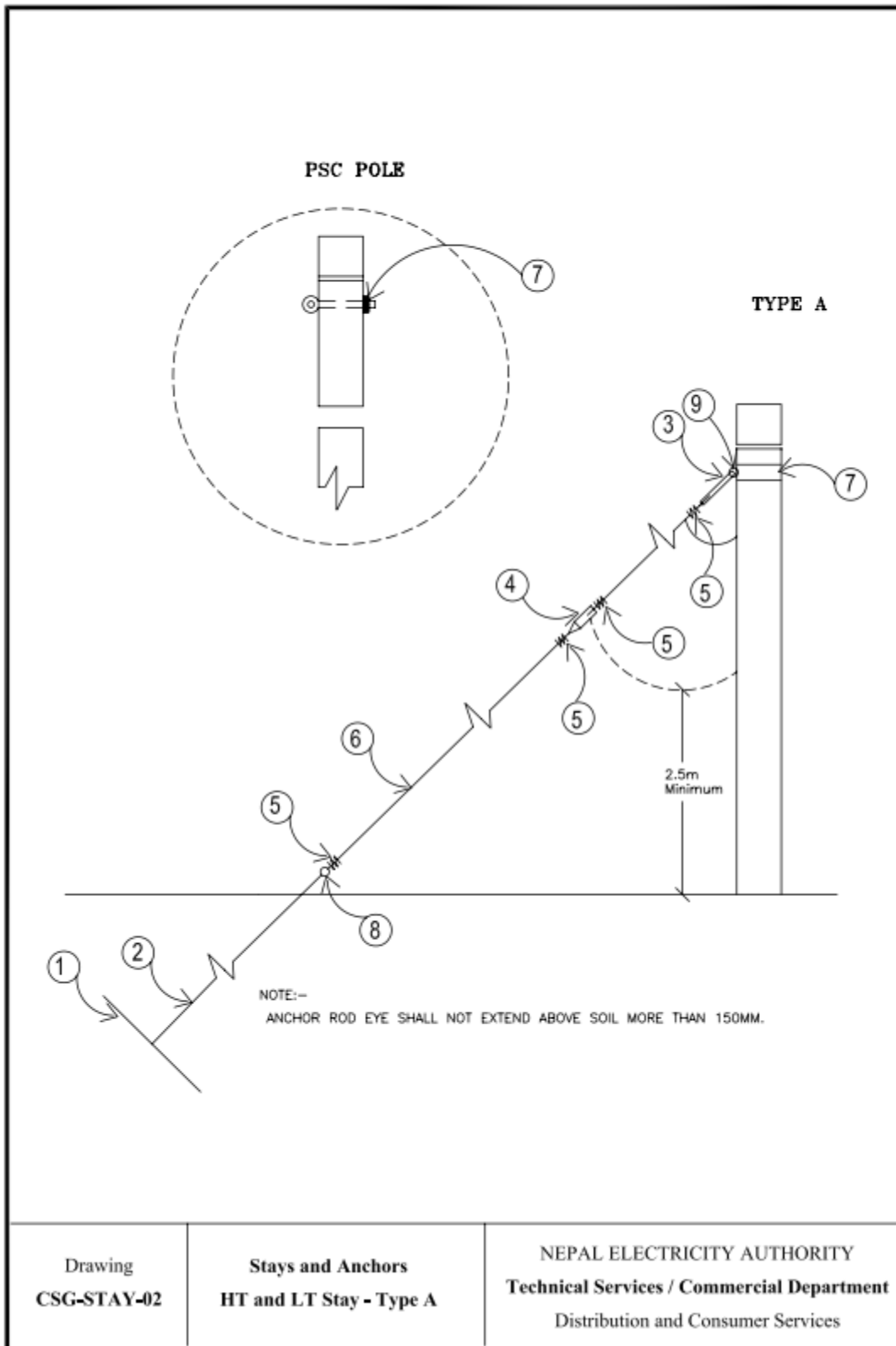
NEPAL ELECTRICITY AUTHORITY  
Technical Services / Commercial Department  
Distribution and Consumer Services

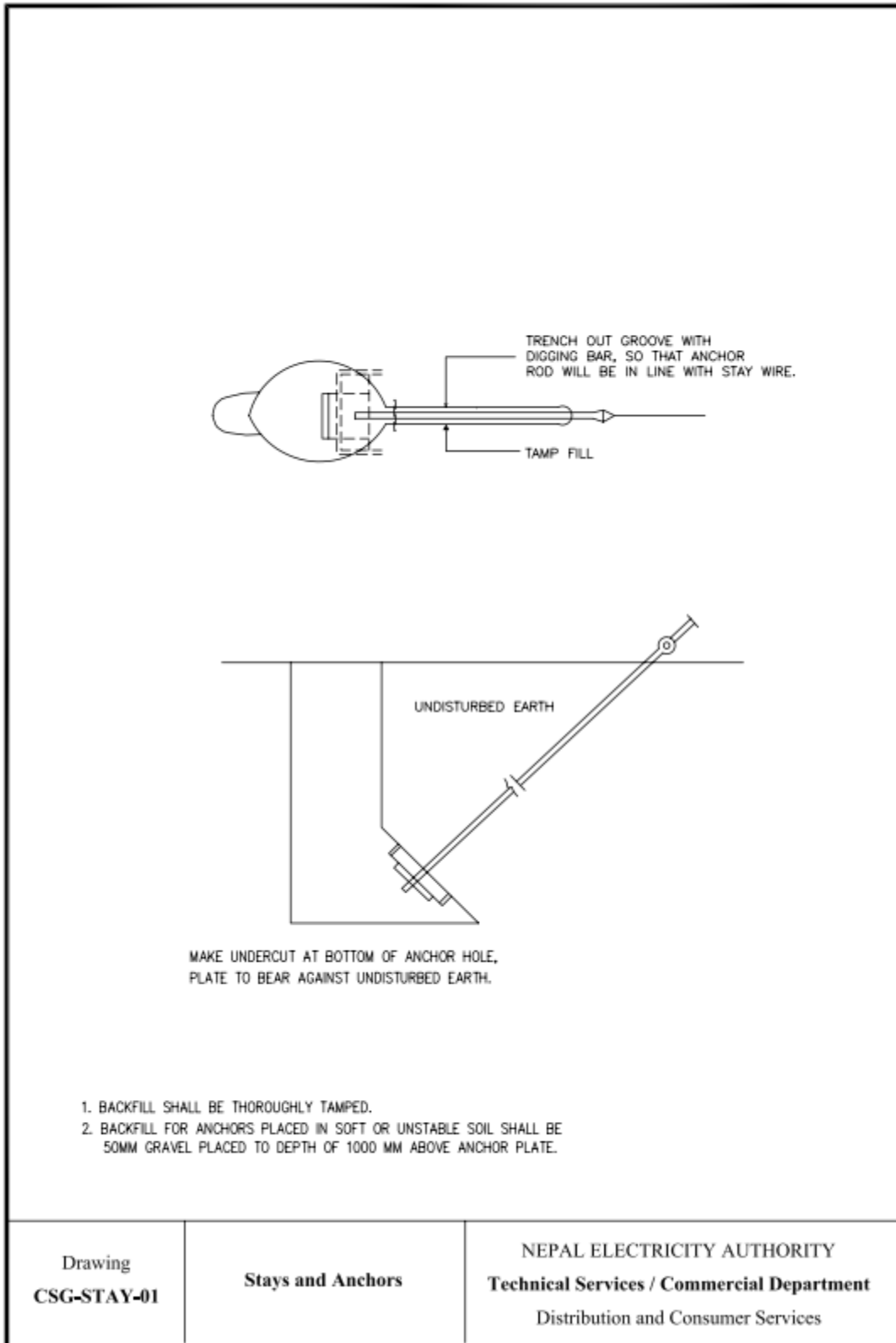


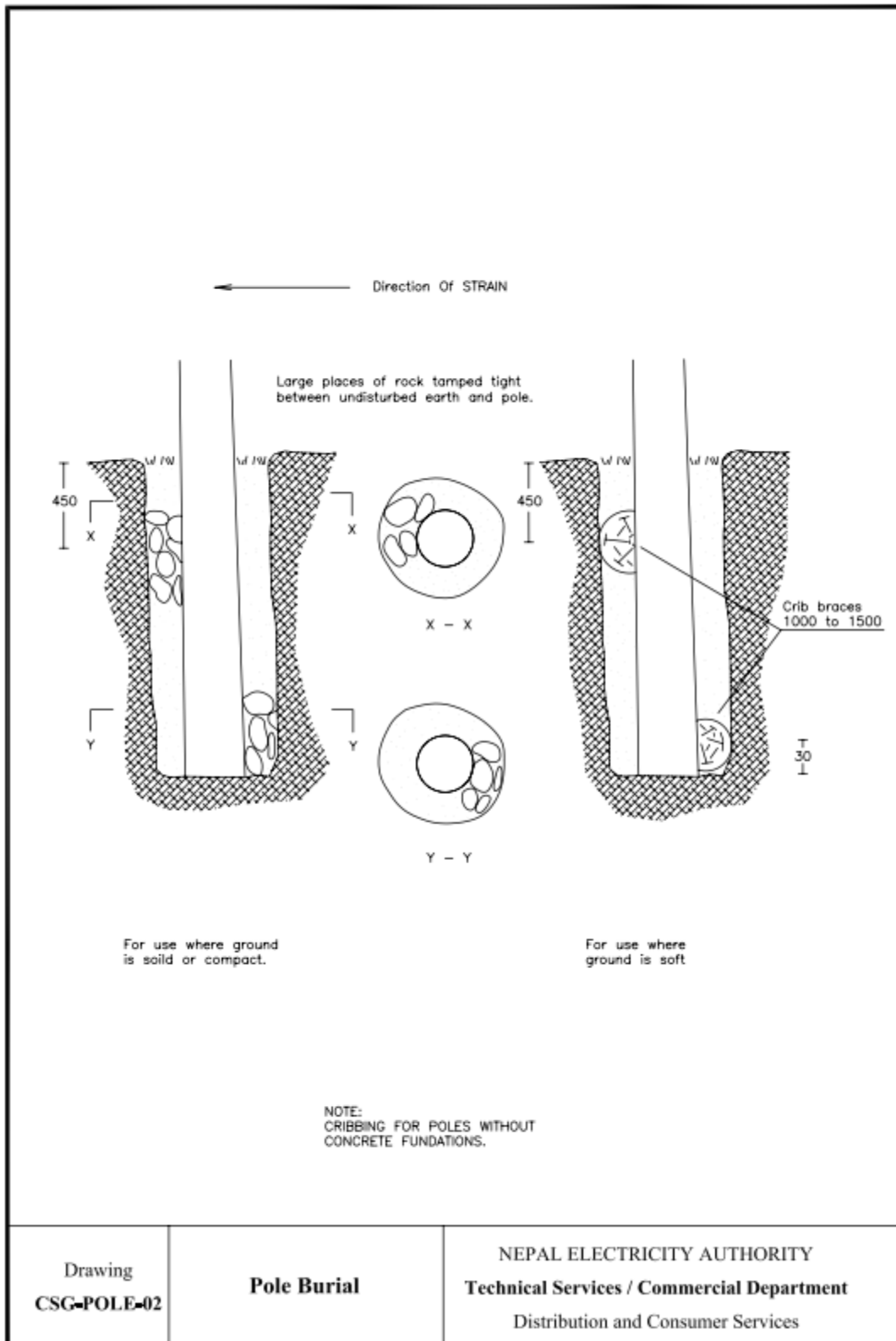


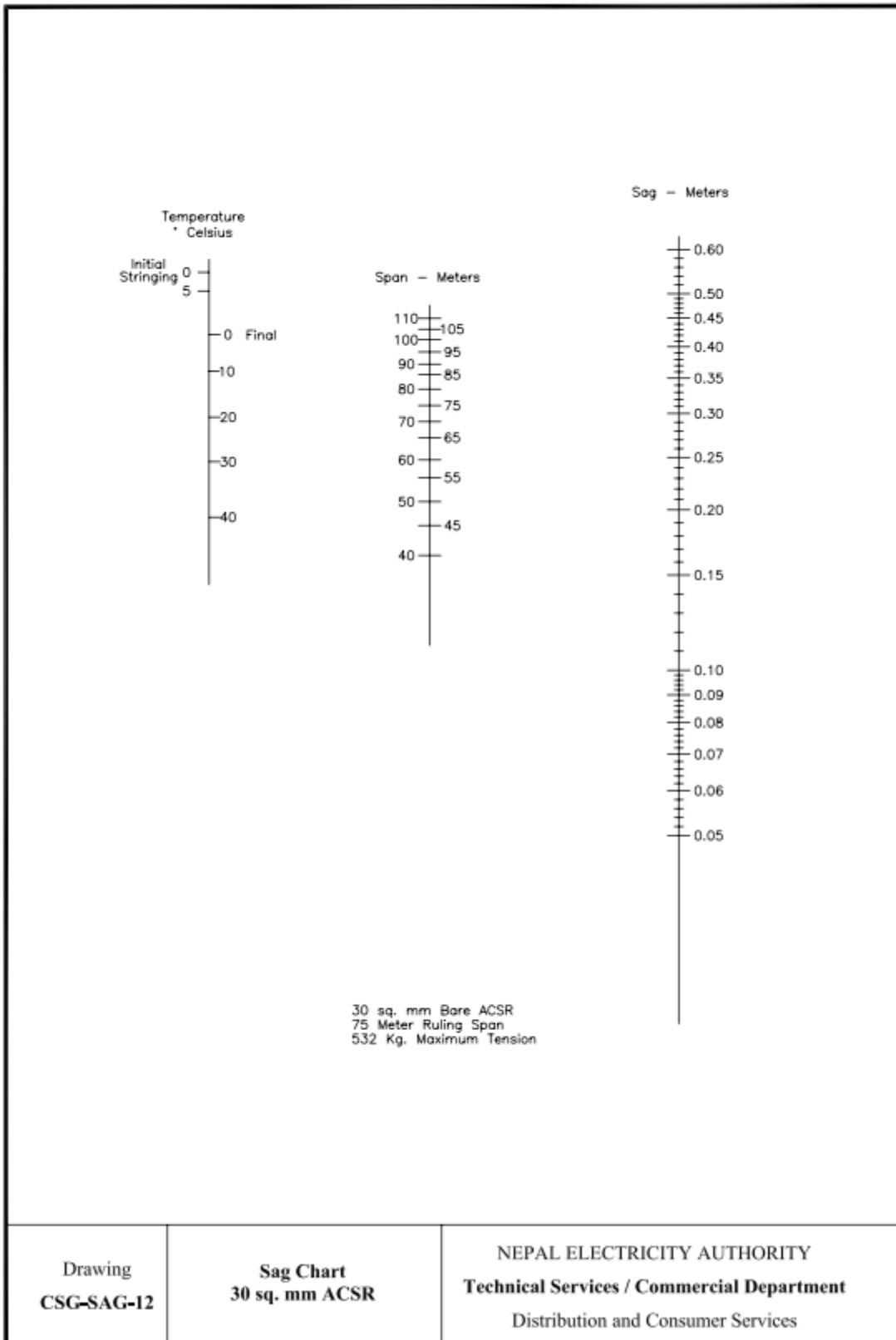


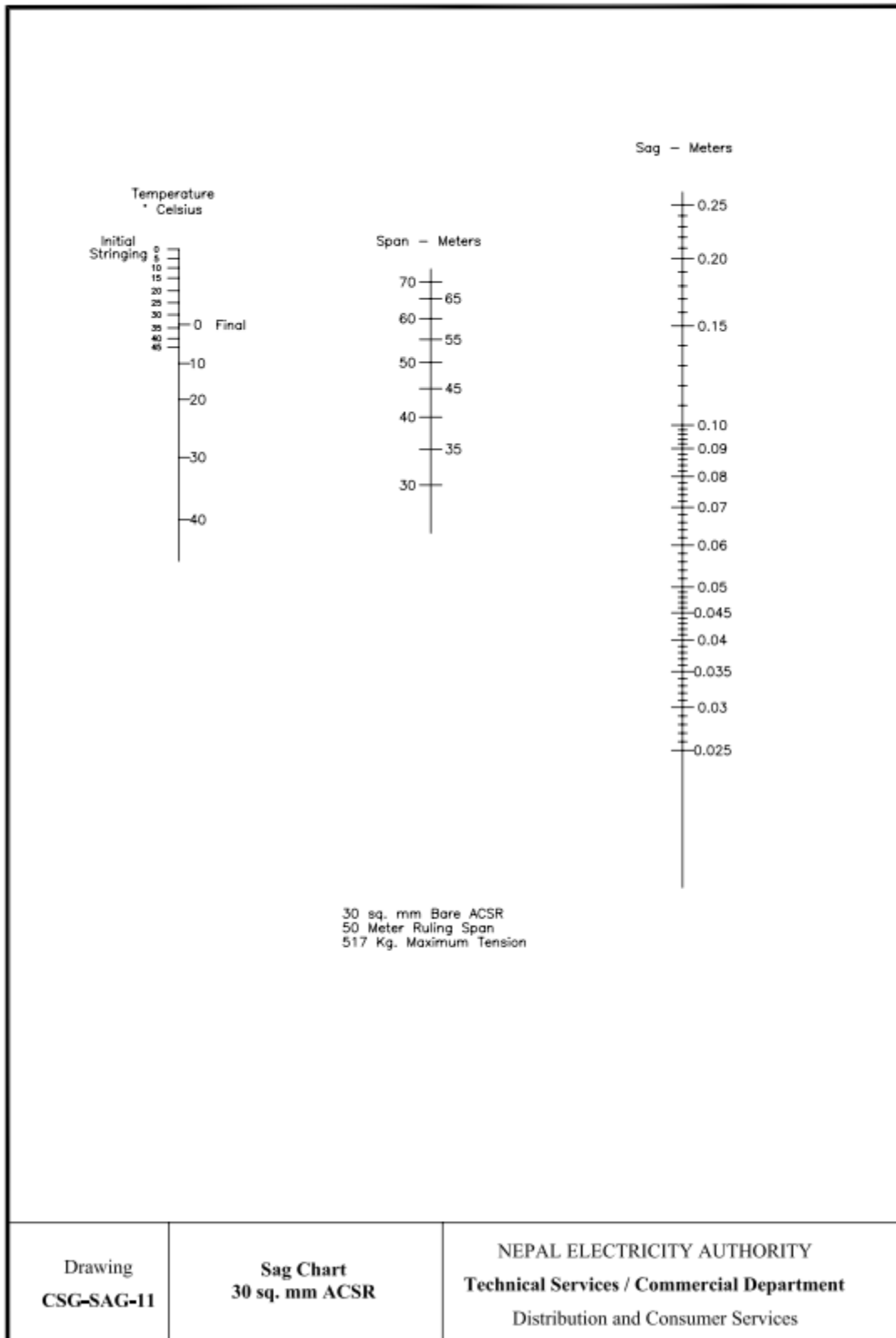


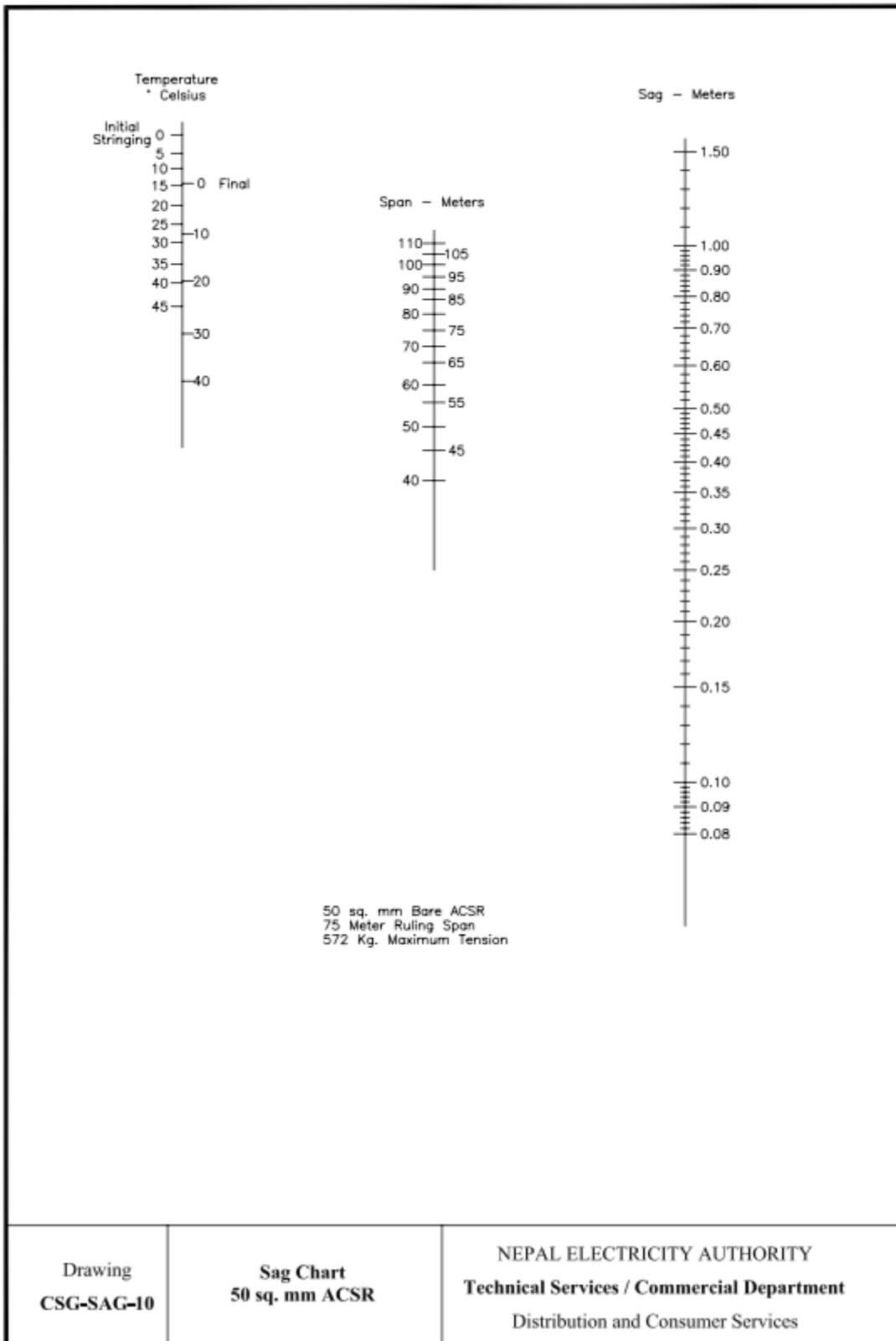


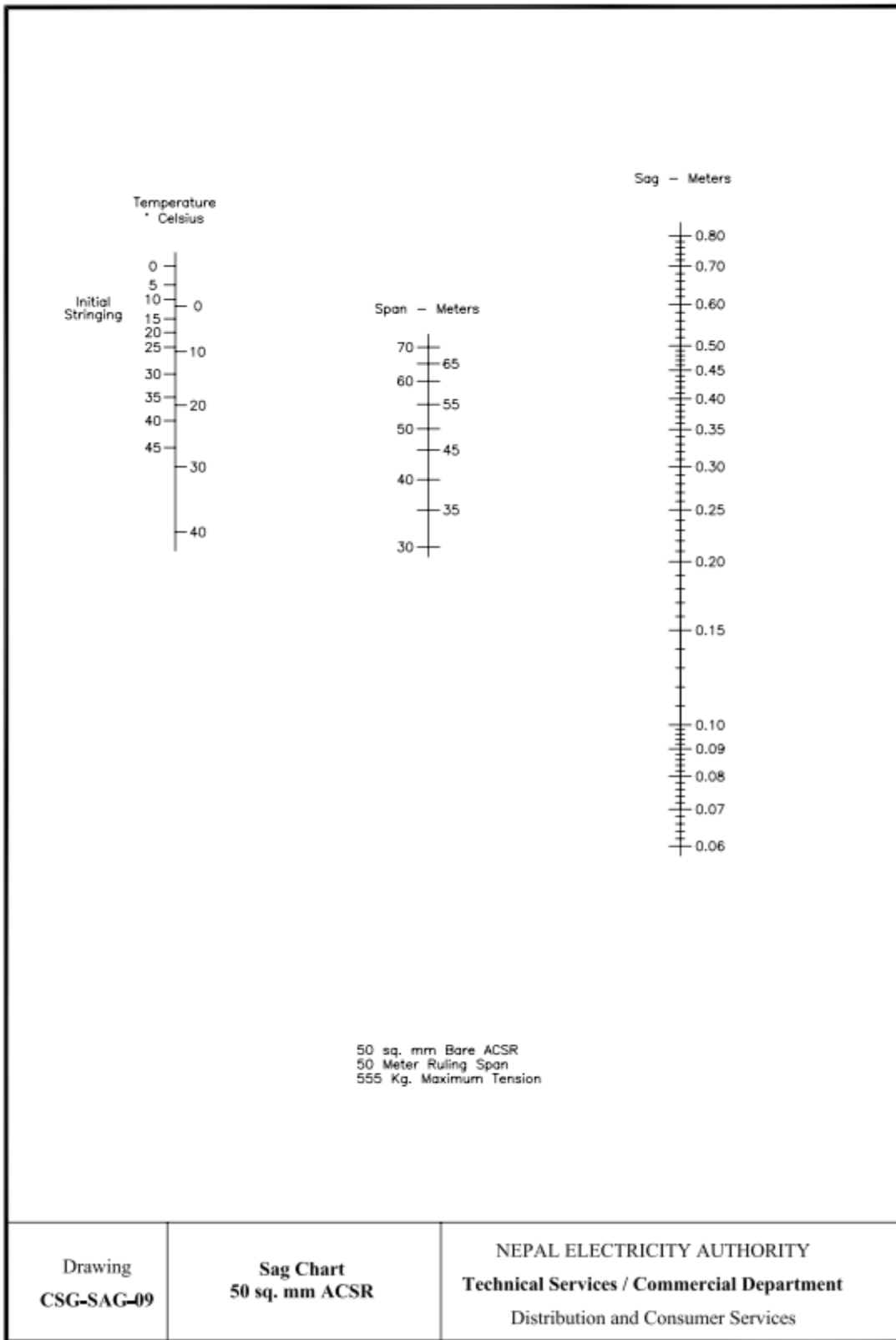


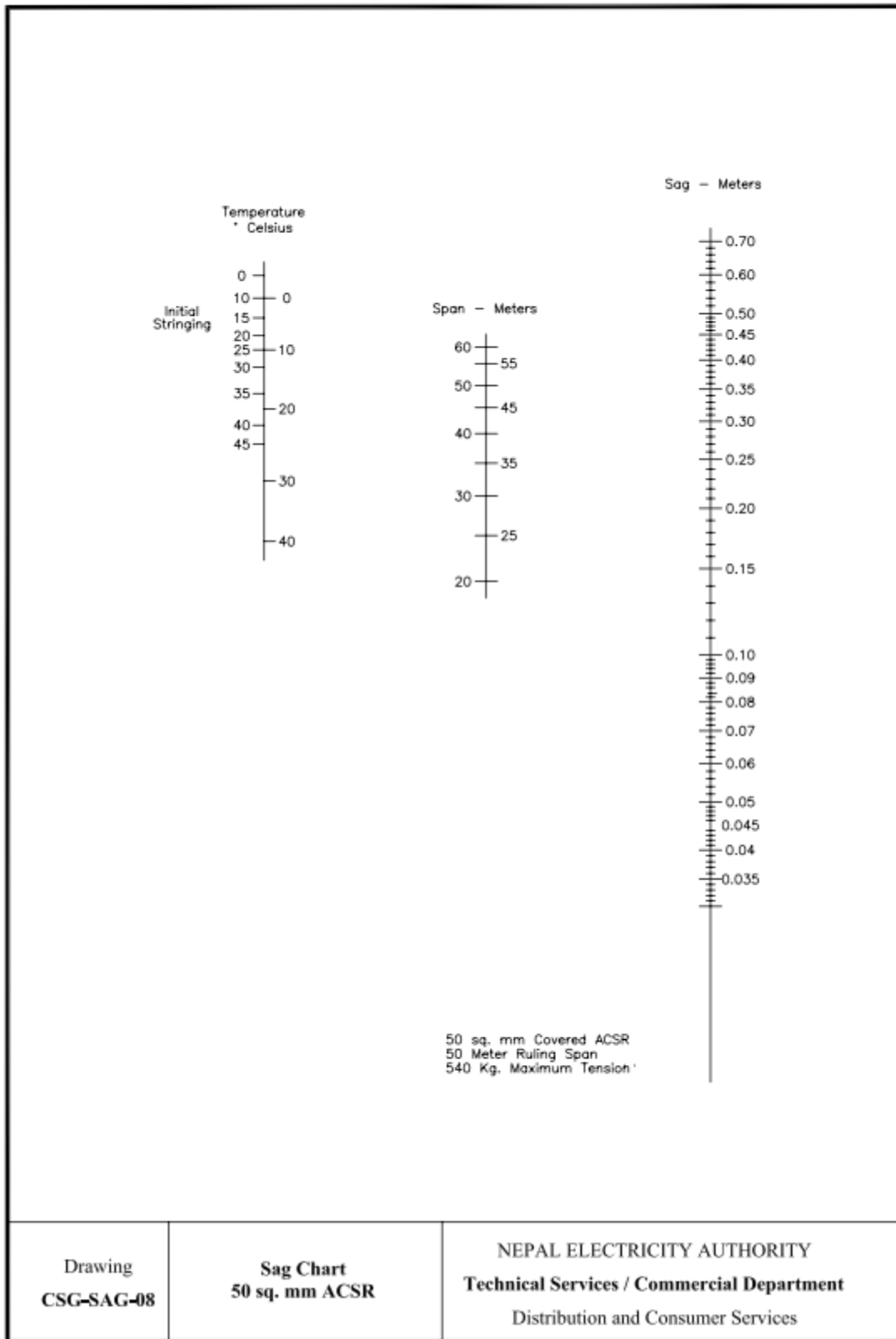


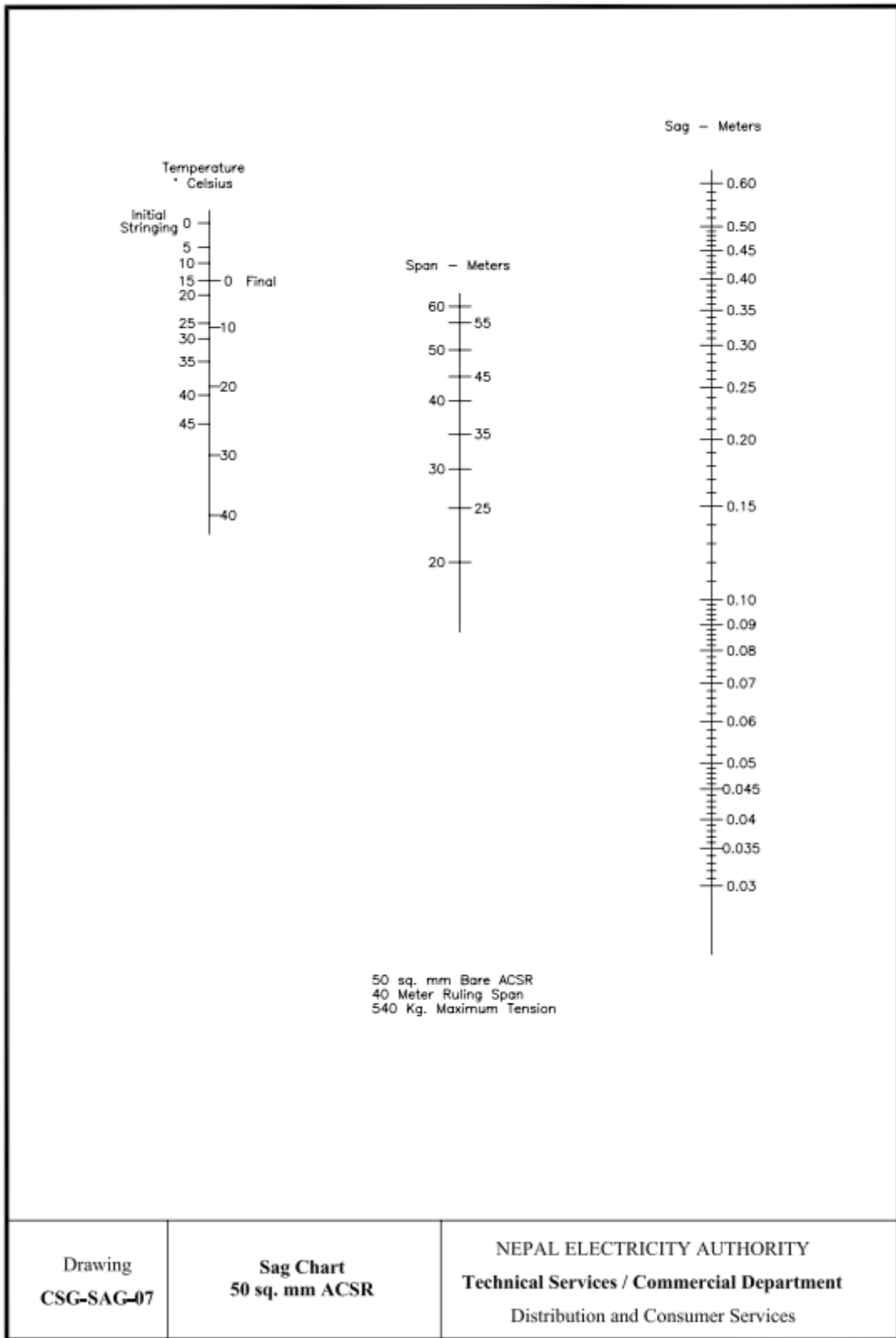


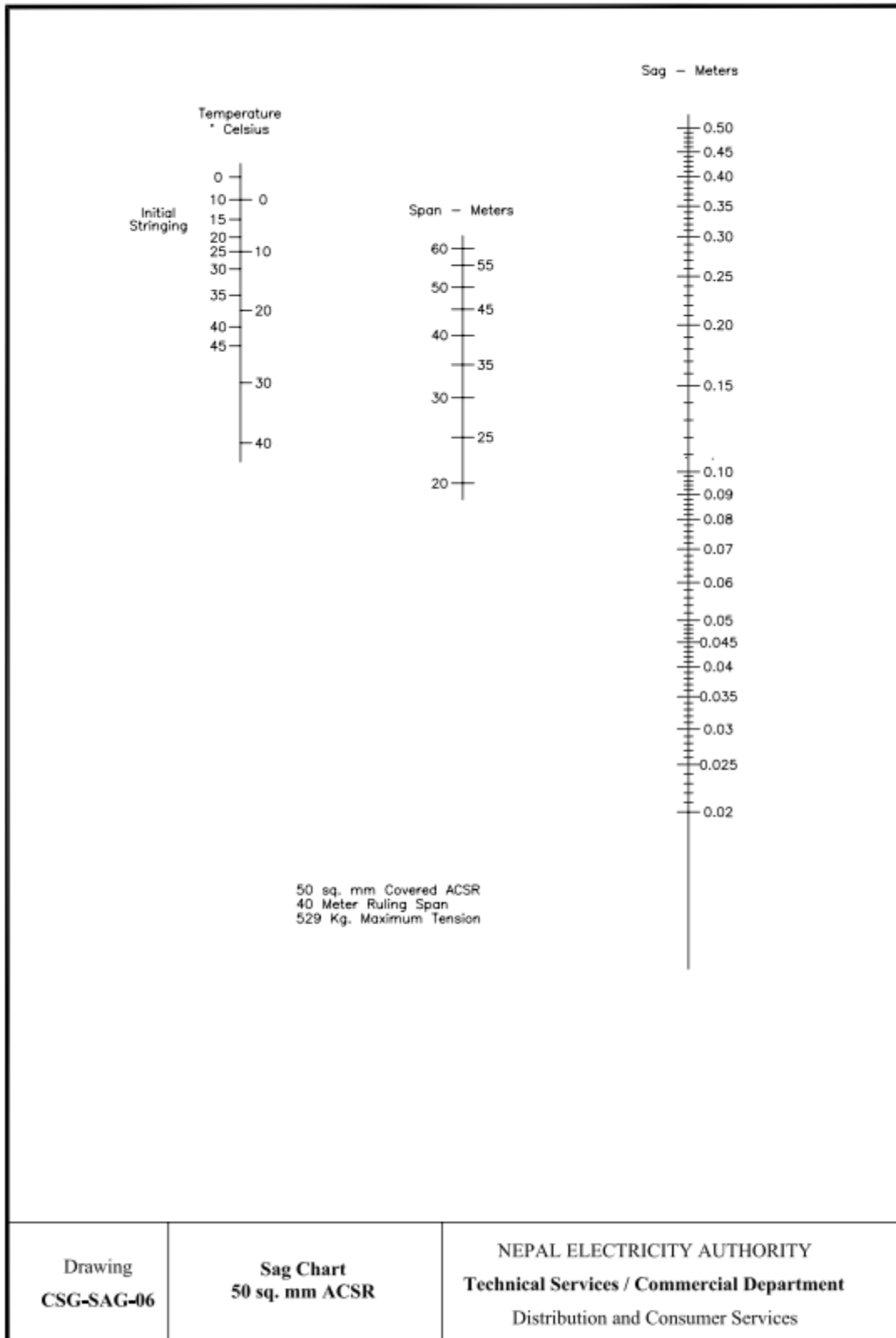


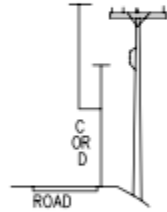
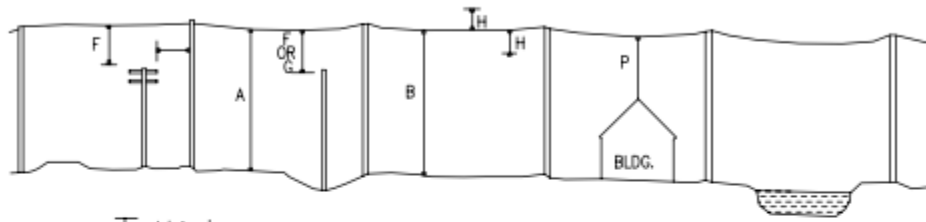




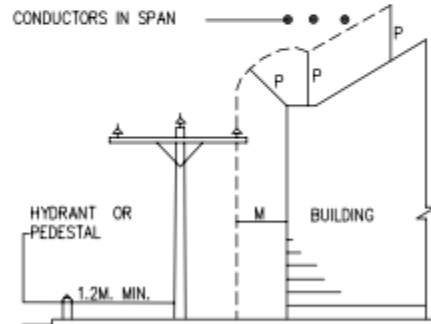








POLES ADJACENT TO ROADS.



MINIMUM CLEARANCE FROM BUILDINGS.

CROSSING OVER	VOLTAGE OF CIRCUIT CROSSING	METER
A ROAD, STREET, HIGHWAY OR LIMITED ACCESS HIGHWAY	230/400 V - 11 KV*	5.80
	11 KV** - 33 KV	6.10
B AREAS ACCESSIBLE TO PEDESTRIANS ONLY	230/400 V - 11 KV*	4.60
	11 KV** - 33 KV	5.20
LINE ALONG SIDE OF		
C MAIN HIGHWAYS, STREETS OR ALLEYS	230/400 V - 11 KV*	5.50
	11 KV** - 33 KV	5.80
D RURAL ROADS NO VEHICLE CROSSING UNDER	230/400 V - 11 KV*	4.60
	11 KV** - 33 KV	5.20

LOCATION	VOLTAGE	CLEARANCE (METER)
Min. Horizontal Clearance from Buildings, M	230/400 V - 11 KV**	1.25
	11 KV** - 33 KV	2.00
Min. Vertical Clearance from tallest pt. of Garage, Hut or Wall, P	230/400 V	3.00

CLEARANCE M ALSO SPECIFIED HORIZONTAL CLEARANCE FROM BALCONIES.

\* Exclusive \*\* Inclusive

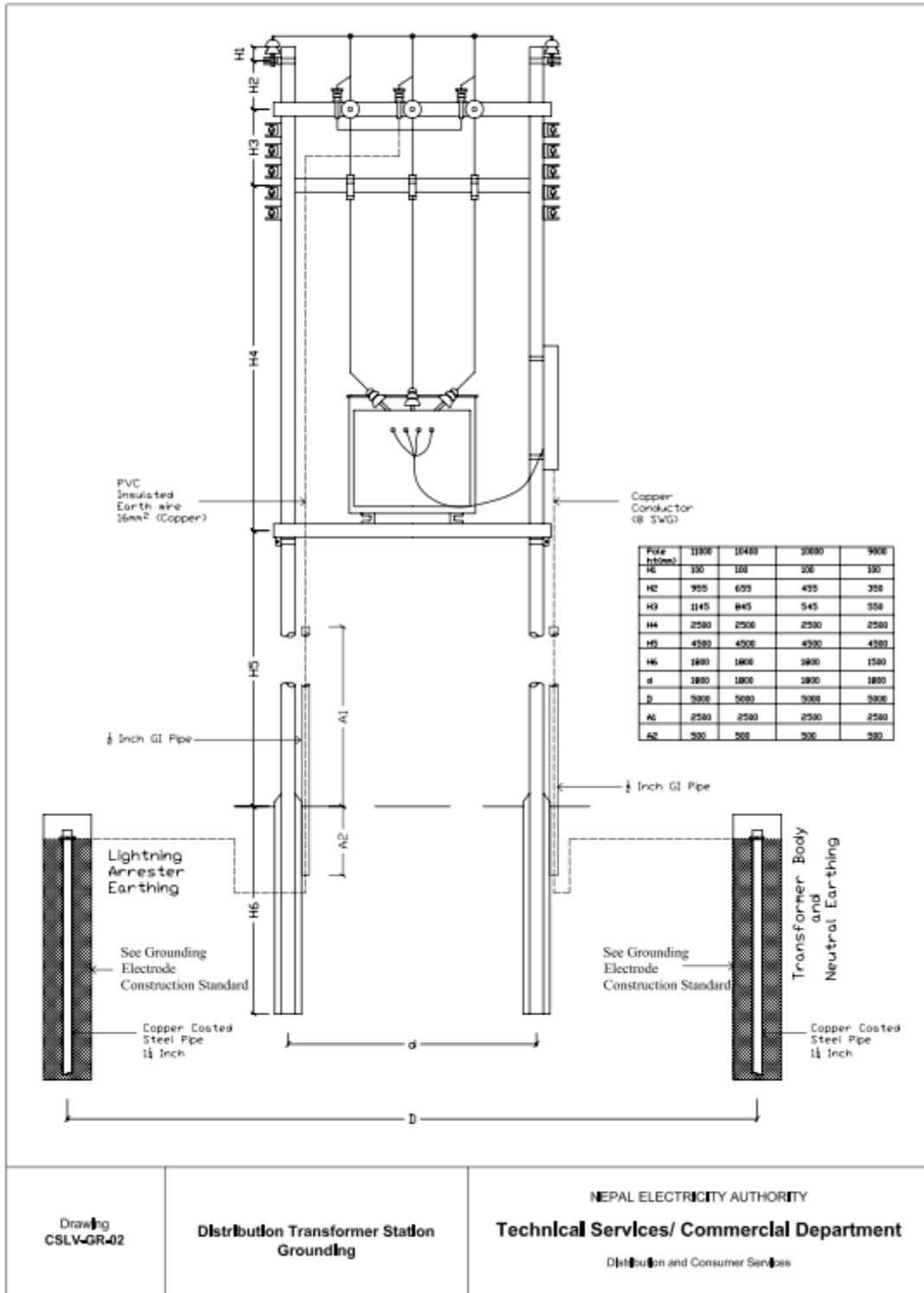
CONDUCTORS AT LOWER LEVEL	CONDUCTORS AT HIGHER LEVEL	SERVICE DROP 0 - 650 V	OPEN SUPPLY WIRES			STAYS AND SUPPLY CABLES ON GROUNDED MESSENGER
			0 - 650V	651 - 11000 V	33000 V	
F	COMMUNICATION WIRES	0.60 M.	—	—	—	0.60
	COMMUNICATION CABLES AND MESSENGER	0.6 M. OVER 2.2 M. UNDER	1.38	2.15	—	
G	SUPPLY CABLES ON EFFECTIVE GROUNDED MESSENGER	0.6 M. OVER 2.2 M. UNDER	0.60	0.60	—	0.60
H	OPEN SUPPLY 0 - 650 V.	—	1.30	1.80	2.70	0.60
	WIRES 651 - 11,000 V.	—	—	1.20	—	1.20
GUYS SERVICE DROPS 0 - 650 V.		0.60	0.60	1.20	—	—

Drawing  
CSG-CLR-01

**Conductor Clearance**

NEPAL ELECTRICITY AUTHORITY  
Technical Services / Commercial Department  
Distribution and Consumer Services





Drawing  
CSLV-GR-02

**Distribution Transformer Station  
Grounding**

NEPAL ELECTRICITY AUTHORITY  
**Technical Services/ Commercial Department**  
Distribution and Consumer Services



# SECTION VIII

## BILL OF QUANTITIES

## Section VIII BILL OF QUANTITIES

### PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specification, Tender and Appendices, and Drawings. (NOTE: The Bill of Quantities, Form of Unit Rate Analysis, and Appendices, Exhibits and Annexure to the Tender form part of the Tender.)
2. The unit rates and amounts in the Bill of Quantities (comprehensively referred to as the Unit Rates) shall except in so far as it is otherwise provided under the Contract be deemed to cover all obligations set out in the Contract and all matters or things necessary for the proper completion and maintenance of the works.
3. Each item shall be priced by the Contractor including the items to which no work quantities are given. If the Contractor omits to quote any item in the Bill of Quantities, the cost of the items shall be deemed by other unit rates and amounts.
4. The Contract Price of the entire work shall accumulate the amounts computed from the quantity of works and the unit rate bid for the respective items in the Bill of Quantities.
5. The Quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the works which may be required to perform. The actual quantities will be determined by the Supervisor by measurement of the work completed by the Contractor.
6. The bidder shall ensure that his tender price and unit rates are well balanced and that no section of the Bill of Quantities is heavily priced to cause lower price in another section. The NEA reserves the right to balance the tender price and unit rates before acceptance.
7. The Contractor shall have no claim for any further payment in respect of any method of execution which may be described or implied in the Tender Documents. The unit rates quoted shall be deemed to be applicable to any method of execution.
8. The NEA shall be exempted from any measurement, estimate or certificate made either before or after completion and acceptance of the work and for payment therefrom showing the true amount and character of the work performed and materials furnished by the Contractor, from showing that any such measurement, estimate or certificate is untrue or is incorrectly made and that the works or materials do not in fact confirm to the Contract.
9. The Bill of Quantities priced are a part of the Form of Tender and Contract Documents. All prices shall be stated in Nepalese Rupees (NRs.). The "Unit Rate" and "Amount" Columns shall be quoted in both figures and words. If some discrepancies in Unit Rate and Amount occur, the Unit Rate shall prevail. If some discrepancies in words and figures occur the words shall prevail.



**NEPAL ELECTRICITY AUTHORITY**  
(A Government of Nepal Undertaking)  
**Distribution & Consumer Service Directorate**  
Biratnagar Regional Office  
**Ilam Distribution Centre,**  
Ilam

**BILL OF QUANTITY**

**Job: Electrification Work at Aangna and Mauwa VDC of Panchthar District**

**S.Q. No.: NEA-Ilam DC-2074/075-17, SQ**

*Page 1 of 3*

Item No.	Description of Works	Unit	Quantity	Unit Rate NRs. (In Figure)	Unit Rate (In Words)	Amount In NRS
<b>1. Site Location : Sabik Aangna VDC Jorsalle To Dhukure</b>						
1.1	Erection of STP Pole 10/11M	Nos	44.00			
1.2	Erection of STP Pole 8/9M	Nos	21.00			
1.3	Stringing of ACSR Conductor 0.05 Sq. Inch 3 wire HT	KM	2.20			
1.4	Stringing of ACSR Conductor 0.03 Sq. Inch 1 wire LT	KM	6.20			
1.5	Installation of Stay Set	Set	22.00			
1.6	Installation of 25 KVA Transformer	Set	1.00			

**Job: Electrification Work at Aangna and Mauwa VDC of Panchthar District****S.Q. No.: NEA-Ilam DC-2074/075-17, SQ****Page 2 of 3**

Item No.	Description of Works	Unit	Quantity	Unit Rate NRs. (In Figure)	Unit Rate (In Words)	Amount In NRS
1.7	Transportation of Transformer 25 KVA from Tilkeni Store	Nos	1.00			
1.8	Transportation of STP Pole 10/11 M & 8/9M From Phidim Store With Load Unload Charge	Nos	65.00			
1.9	Transportation of ACSR Conductor, Insulator, Stay & Other Accessories	L/S	1.00			
<b>2. Site Location : Near Mauwa Bazar, Panchthar</b>						
2.1	Erection of STP Pole 8/9M	Nos	17.00			
2.2	Stringing of ACSR Conductor 0.03 Sq. Inch 1 wire LT	KM	3.40			
2.3	Installation of Stay Set	Set	6.00			
2.4	Transportation of STP Pole 8/9 M From Phidim Store With Load Unload Charge	Nos	17.00			
2.5	Transportation of ACSR Conductor, Insulator, Stay & Other Accessories	L/S	1.00			

<b>Job: <u>Electrification Work at Aangna and Mauwa VDC of Panchthar District</u></b> <b>S.Q. No.: <u>NEA-Ilam DC-2074/075-17, SQ</u></b>							<i>Page 3 of 3</i>
Item No.	Description of Works	Unit	Quantity	Unit Rate NRs. (In Figure)	Unit Rate (In Words)	Amount In NRS	
<b>3. Site Location : Sabik Mauwa VDC(Pasal Dada To Mauwa Bazar)</b>							
3.1	Erection of STP Pole 10/11M	Nos	16.00				
3.2	Erection of STP Pole 8/9M	Nos	12.00				
3.3	Stringing of ACSR Conductor 0.05 Sq. Inch 3 wire HT	KM	0.80				
3.4	Stringing of ACSR Conductor 0.03 Sq. Inch 1 wire LT	KM	2.40				
3.5	Installation of Stay Set	Set	9.00				
3.6	Transportation of STP Pole 10/11 M From Phidim Store With Load Unload Charge	Nos	28.00				
3.7	Transportation of ACSR Conductor, Insulator, Stay & Other Accessories	L/S	1.00				
<b>Sub Total:</b>							
<b>13 % VAT:</b>							
<b>Grand Total:</b>							
<b>Total Amount in NRS. :-</b>							



# SECTION IX

## FORMS OF SECURITIES

**BID SECURITY FORM**

Date:

**Contract:**

To: -The Centre Chief  
IlamDistribution Centre  
Nepal Electricity Authority,  
Ilam

Contract: **Electrification Work at Aangna and Mauwa VDC of Panchthar District**Quotation ID: **NEA-ILAMDC-2074/75-17, SQ**

Whereas [*name of bidders*] (hereinafter called "the Bidders") has submitted its Bid dated [*date of bid*] for the performance of the above-named Contract (hereinafter called "the Bid").

Know all people by these presents that We [*name of bank*] of [*name of country*] having our registered office at [*Address of Bank*] (hereinafter call "the Bank"), are bound unto IlamDistribution Centre, Nepal Electricity Authority, Ilam (hereinafter called "the NEA") in the sum of [*Amount of the Guarantee in Words and Figures*], for which payment well and truly to be made to the said NEA, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Conditions of this obligation are:

1. If, after bid opening, the Bidder withdraws its Bid during the period of bid validity specified in the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the NEA during the period of bid validity:
  - (a) fails or refuses to sign the Contract Agreement when required; or
  - (b) fails or refuses to issue the Performance Security, in accordance with the Instructions to Bidders:

We undertake to pay to the NEA up to the above amount, according to, and upon receipt of, its first written demand, without the NEA having to substantiate its demand, provided that in its demand the NEA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force **up to and including [date 120 days after the closing date for bid submission]**, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

by \_\_\_\_\_  
(Title)  
Authorized Representative



## PERFORMANCE BANK GUARANTEE

**To:**  
**Nepal Electricity Authority,**  
**Ilam Distribution Centre,**  
**Ilam, Nepal**

Whereas [name and address of contractor] (hereinafter called "the contractor") has undertaken, in pursuance of Contract No. **NEA-Ilam DC-2074/075-17, SQ** dated [date] to execute **Electrification Work at Aangna and Mauwa VDC of Panchthar District** (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of [amount of Guarantee] [amount in words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid for at least 30 days beyond the date of issue of Defects Liability Certificate.

Signature and seal of the Guarantor: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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

### BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To:  
**Nepal Electricity Authority,  
Ilam Distribution Centre,  
Ilam, Nepal**

Contract: **Electrification Work at Aangna and Mauwa VDC of Panchthar District**  
Quotation ID: **NEA-ILAMDC-2074/75-17, SQ**

Dear Ladies and/or Gentlemen,

In accordance with the provisions of the Conditions of Contract, Sub clause 10.5 (“Advance Payment”) of the above-mentioned Contract, *[name and address of contractor]* (hereinafter called “the contractor”) shall deposit with **NEA** a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of NEA]* on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding *[amount of Guarantee] [amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between **NEA** and the contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the **NEA** receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

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