

# NEPAL ELECTRICITY AUTHORITY

DISTRIBUTION AND CONSUMER SERVICES DIRECTORATE

## DAMAK DISTRIBUTION CENTRE

DAMAK, JHAPA



### BID DOCUMENT

FOR

**Erection and Shifting of poles at Dipini marg, Damak**

**SEAL QUOTATION NO. :- NEA-DMK-2074/075-09-(SQ)**

**First Date of Notice Publication: 2074/ 11 /11**  
**Last Date of purchasing : 2074/ 11 /25 during office hours**  
**Last Date / time of Submission : 2074/11/27 (12:00 Noon)**  
**Date / time of Opening : 2074/ 11/27 at 14:00**

**Issued To :**

**Name of Bidder: .....**

**2074**



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# SECTION I.

# INVITATION FOR BIDS



## दरभाउपत्र आहवानको सूचना

(पोरस्तापत्र दैनिकका सूचना प्रकाशित मिति: २०७२/११/११)

यसै कार्यालय अन्तर्गतका तपसिलका वितरण केन्द्रहरूमा निम्न लिखित कार्य दरभाउपत्रको माध्यमबाट गराउनुपर्ने भएकोले सम्बन्धित कार्यको लागि नेपाल सरकारबाट ईजाजतपत्र, VAT, PAN या दर्ता माफका, आयकर तिमेका, रजिस्टर्ड कम्पनी/निर्माण आगुर्तिकर्ता वा अख्तियार प्राप्त कर्मबाट नियमानुसार तोकिएको सर्तको अधिनमा रही कार्य गर्ने दरभाउपत्र आहवान गरिएको विस्तृत सूचना सम्बन्धित कार्यालयको सूचनापट्टीमा 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 सम्बन्धी अन्य थाप कुरा बुझ्नु परेमा उल्लेखित वेबसाइट वा सम्बन्धित कार्यालयमा कार्यालय समयसम्म सम्पर्क गर्न सकिनेछ।

सि. नं.	दरभाउपत्र नम्बर	कार्यको विवरण	दरभाउपत्रको मूल्य रु.	दरभाउपत्रको जयान्त रु.	निर्माण कार्यको लागतअनुमान रु. (VAT सहित)	दरभाउपत्र खरिदगर्ने अनतिम मिति र समय	दरभाउपत्र दाखिला गर्ने अनतिम मिति र समय	दरभाउपत्र खरिद गर्ने कार्यालयको बैंक र खाता नं.	बिडपण्ड जम्मा गर्ने कार्यालयको बैंक र खाता नं.	दरभाउपत्र खोजिने मिति र समय	सम्बन्धित कार्यालय
१	NEA-DMK-२०७४/०४१/०९, SQ	Shifting and Erection of Poles at DipiniMarg, Damak	१,०००/-	३०,०००.००	१०,२७,००२.००	२०७४/११/२४ गता कार्यालय समयसम्म	२०७४/११/२७ दिनको १२:०० बजेसम्म	एनआईसी एसिया बैंक, टमक, ३४४१४९७००४२४००९	नेपाल बैंक, टमक, २२०१०१७०४०१०६४	२०७४/११/२७ दिनको १४:०० बजे	टमक वितरण केन्द्र ०२३-४८११६९



नेपाल विद्युत् प्राधिकरण  
विराटनगर क्षेत्रीय कार्यालय, विराटनगर।  
०२१-४३६३०६

**Nepal Electricity Authority**

**Distribution and Consumer Service Directorate**

**Damak Distribution Center Damak, Jhapa**

**Tel. : + 977 -023-581169**



## Section II. Instructions to Bidder

- 1. Scope of Works** The Employer stated in the Invitation for Sealed Quotation invites bids for Supply of Some Line Materials & Construction of 400/230 volt LT Line Works 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 contractors with qualifications as described below:

  - a) Up to date Firm/Company Registration Certificate
  - b) VAT and PAN Registration Certificates
  - c) Tax Clearance Certificate
  - 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 related offence.
  - e) Power of Attorney
  - 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. Cost of Bidding** 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.
- 5. Site Visit** 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.
- 6. Content of Quotation Form** The Quotation Form comprise the documents listed below:

  - Invitation for Sealed Quotations
  - Instructions to Bidders
  - Forms of Bid, Letter of Acceptance and Agreement
  - General Conditions of Contract (GCC)
  - Special Conditions of Contract (SCC)
  - Technical Specification
  - Drawings
  - Bill of Quantities
  - Sample Forms of Securities
- 7. Clarification** A prospective Bidder may obtain clarification on the Quotation Form from the Employer.
- 8. Language of Bid** All documents relating to the bid shall be in English or in Nepali.

- 9. Documents Comprising Bid** The bid by the Bidder shall comprise the following:
- Bid and Eligibility Information
  - Bid Security
  - Priced Bill of Quantities
- 10. Bid Prices** 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.
- 11. Bid Validity** The Bid shall remain valid for the period of 45 days after opening of the quotation.
- 12. Bid Security** The Bidder shall furnish a Bid Security of NRs. **30,000.00** . The Bid Security shall remain valid for a period of 75 days after opening of the quotation.
- The Bid 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.
- 13. Format and Signing of Bids** 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 initialled by the same authorized person.
- 14. Sealing and Marking of Bids** 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.
- 15. Deadline for Submission of Bids** Bids shall be delivered to the Employer at the address no later than the time and date specified in the Invitation for Quotation.
- 16. Late Bids** Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
- 17. Modification and Withdrawal of Bids** Bids once submitted shall not be withdrawn or modified.
- 18. Bid Opening** The Employer shall open the bids 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. The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
- 19. Process to be Confidential** 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.

- 20. Examination of Bids**
- 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.
- 21. Evaluation and Comparison of Bids**
- 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:
- a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - b. 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
- 21.2 If the Bidder does not accept the corrected amount, the bid shall be rejected and the Bid Security may be forfeited.
- 22. Award of Contract**
- 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 **15 days** of the opening of the quotation, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
- 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.
- 23. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 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.
- 24. Notification of Award and Signing of Agreement**
- 24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.
- 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.

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.

## **25. Performance Security**

The successful Bidder shall deliver to the purchaser a Performance Security in cash or Bank Guarantee acceptable to the purchaser equivalent to 5% of the quotation amount up to 15 % less than the estimated cost and if bid amount is more than 15 % below the bidder should add more 50% of less bid amount to the performance security amount .

## **26. Corrupt or Fraudulent Practices**

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.

## **27. Conduct of Bidders**

28.1 The Bidder shall be responsible to fulfil 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 :

- a) give or propose improper inducement directly or indirectly,
- b) distortion or misrepresentation of facts
- c) engaging or being involved in corrupt or fraudulent practice
- d) interference in participation of other prospective bidders.
- e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price..
- g) contacting the Employer with an intention to influence the Employer with regards to the 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

## **28. Blacklisting Bidder**

28.1 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:

- a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 28.2,
- b) if the bidder fails to sign an agreement pursuant to Sub - Clause 24.2,
- c) 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

28.2 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 III. Sample Forms of Bid, Eligibility Information etc.

Notes on Forms of Bid, Eligibility Information, Letter of Acceptance and Agreement

*The Agreement shall incorporate any corrections or modifications to the bid resulting from corrections of errors, acceptable deviations or any other mutually-agreeable changes allowed for in the General Conditions.*

*The bid which the contractor has submitted to the Employer becomes part of the contract documents.*

*All the information with regard to the preparation of bid to meet the Employer's requirements shall be provided before issuing the bidding documents.*

*The contractor shall provide the remaining information by completing the form.*

#### **Bid**

We have examined the documents listed in Instruction to Bidders, Clause 4 and offer to execute the Works 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 \_\_\_\_\_ [date]. This bid and your written acceptance of it shall constitute a binding contract between us.

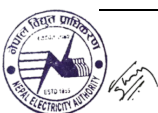
We understand that the Employer is not bound to accept the lowest or any offer received for the Works.

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

Name : \_\_\_\_\_ Authorised to sign on behalf of (organisation name): \_\_\_\_\_

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

Office Stamp of the Organisation: \_\_\_\_\_



**1. Eligibility Requirements:**

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

- a. Constitution or legal status of Bidder: [attach copy]
- b. Up to date Registration Certificate: [attach copy]
- c. Pan Registration Certificate: [attach copy]
- d. Up to date Tax Returns/ Clearance: [attach copy]
- e. Power of Attorney: [attach copy]
- f. Place of registration: [insert]
- g. 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.
- h. Principal Place of business: [insert]

## Letter of Acceptance

[Letterhead of the Employer]

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

To: [name and address of the contractor]

This is to notify you that your Quotation (Bid) dated [date] for execution of the [name of the Contract and identification number, as given in the Invitation for Quotation] for the Contract Price of [insert the amount in Nepalese Rupees in numbers and words] as corrected and modified<sup>1</sup> in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to contact our office [Office address] to 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 VIII Sample Forms of Securities, , consisting of a Bank Guarantee in an approved format or cash deposit voucher in favour of the Employer in the Employer's Bank account [enter account details].

The Employer 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.

Authorised Signature: \_\_\_\_\_

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

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

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<sup>1</sup> Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

## Agreement

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

Whereas the Employer is desirous that the contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Employer 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 witnesseth 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 Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer 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.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed, and Delivered by the said \_\_\_\_\_  
in the presence of: \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_



## 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.

## Other Definitions

- 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
- 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/ Engineer 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 organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## 1.3 Priority of

The documents forming the Contract shall to be taken as mutually

- Documents** 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, licences 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 Authorised Person** 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.
- 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, 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.

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.

A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.

- 4.2 Contractor's Representative** 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.
- 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 Liabilities** In this Contract, Employer's Liabilities mean:
- 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 Programme** The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC
- 6.3 Extension of Time** 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** 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. Remedying Defects

- 8.1 Remedying 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:
- a. where appropriate, at rates in the Contract, or
  - b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or
  - c. 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 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.

## **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 after the completion of whole works .

#### **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

#### **10.6 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 demobilise 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 demobilise 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 demobilisation 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.

1

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, demobilise 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 demobilisation,
- 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 fulfil 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 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:

- 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)

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.]*

Item	Clause	Data
<p>Documents forming the Contract listed in the order of priority</p> <p><b>Document</b> (delete if not applicable)</p> <p>a. The Agreement</p> <p>b. Special Conditions of Contract</p> <p>c. General Conditions of Contract</p> <p>d. The Technical Specifications</p> <p>e. The Drawings</p> <p>f. The Bill of Quantities</p> <p>g. ....(if any)</p> <p>h. ....(if any)</p>	<p>1.1.1</p>	<p>Document Identification</p>

Item	Clause	Data
Time for Completion	1.1.12	45 days with the date of agreement.
Law of Contract	1.4	Aarthik Prasashan Biniyamabali 2068 ( first amendment ) NEA & Applicable Law of Nepal
Language	1.5	English or [in Nepali version]
Provision of Site	2.1	On the commencement date
Authorised person	3.1	Center Chief
Name and address of Employer's representative (if known)	3.2	
Performance security (if any): Amount: Form:	4.4 4.4	...5.... % of the contract price Security format Attached in section IX
Time for the submission of programme	6.2	Within 7 days of the commencement date
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 (Warranty period)	8.1	180 days calculated from the Work completion date
Percentage of retention	10.3	5% of each payment made to the Contractor
Advance Payment	10.5(a)	N/A
Deduction of Advance Payment	10.5(b)	N/A

## Section VI. Specification

### 1. Scope of Work

This specification covers the **Shifting of poles and transformers of existing 9 mt. poles and 200 K.V.A distribution transformer and erection of 11 Mt. poles** at different places of **Damak Municipality ward. no. 5.**

### 2. Work Site

Work site is **from Sagarmatha petrol pump to Bhrikuti chowk** at **Damak Municipality ward no 5, Jhapa.**

### 3. Complete Line Materials to be provided by NEA

**NEA will provide 11mtr. PSC Pole, 0.05 sq. inch ACSR Conductor, Pin insulator, Disc insulator, nutbolt of different sizes, Stay set, Earthing set, bracing strips, cable socket, channel etc along with D iron shackle, Stay set, Stay wires, 8" Nutbolt. NEA will deliver the materials at office Store, Damak.**

4. Transportation

The Contractor shall transport all materials provided by NEA to the site required for the satisfactory execution of WORK.

5. Workmanship

The whole of the works shall be designed to ensure satisfactory operation. All reasonable precautions shall be taken in the fabrication of material and of the WORKS to ensure the safety of personnel concerned with the operation and maintenance of the works and of the public.

6 Specification drawings

The drawings issued by the Employer with the specification and forming part of the documents for tendering purposes are intended to be descriptive of the character of the works and shall in no way limit the responsibility of the contractor to fulfill the requirements of the contract works. Any omission from both drawing and the specification or any express reference to any detail or work necessary and obviously intended, shall not relieve the contractor of responsibility to include that detail of work in his supply and price.

7. Shutdown

For the connection of the new line to be constructed with the existing 11 kV line at the highway, the Contractor shall request the NEA for the shutdown of existing line, at least 3 days in advance. The request letter or form shall include duration of shutdown needed. The period of shutdown shall be as minimum as possible. NEA has right to decrease the period of shutdown, if requested period of shutdown by Contractor is excessive and to shift the date of shutdown.

The Contractor shall complete the work, during the shutdown period within the stipulated time period. If the Contractor fails to complete the work within the stipulated time limit, the Employer will claim the amount of money arising from the loss of energy not transmitted or distributed.

1. General Instructions

a. Poles: Pole shall be installed by length at locations in accordance with the construction plan and instructed by NEA. Poles shall be planted in ground to the depth of as mentioned below. Before planting the pole, bottom hole made for planting the pole shall be cleaned of free soil and firmly tamped, to prevent from the hole from settling.

<u>Pole Length</u>	<u>Depth of Burial</u>
8m long:	1.3 m
9m long:	1.5 m
11m long:	1.8 m

Pole shall be set to stand perpendicular except at terminals, angles and other points of excessive strain where they shall be given a rake not exceed 10 cm. against the direction of strain.

After the pole is in position and hole is back filled and tamped, soil shall be piled and packed firmly around the pole. Pole setting shall be inspected prior to acceptance and any back fills that have sunk shall be refilled.

b. Stay: All stays to be installed on a pole line shall be placed and sawn reasonably tight before the conductors are tensioned. After the conductors are tensioned and sagged to their final position, the stays shall be carefully inspected to see that each is carrying its share of the load on the pole as intended.

Stay anchors must be installed full depth and set to pull against undisturbed soil to develop full tension. An anchor not properly install will move and allow movement of the top of the pole, thus slacking the conductors. Stay anchors installed in soft and unstable earth shall be placed to required depth and backfilled by crushed stones to the satisfaction of NEA.

Stay insulators shall be installed on all stays.

- c. Stringing: While stringing the conductors, special care shall be taken at all times to prevent the conductor from becoming kinked, twisted or abraded in any manner. Where it is necessary to drag the conductors on the ground, the conductors shall be protected by covering all stones or other objects which might damage the conductor with bough of trees or suitable pieces of lumber. In stringing conductors across highways, the conductors shall be fully protected from passing vehicles.
- d. Sagging: Conductors shall be sagged in a balanced way to the satisfaction of NEA.

The importance of careful sagging of conductors cannot be over emphasized. Conductors have definite characteristic that control their behavior resulting from changes of temperature, wind speed and additional load due to ice, or wet snow.

Conductors must not be sagged to tightly as unspecified extra tensions may result in failure of conductor/structure.

Conductors sagged to loosely may contact adjacent conductors, hard wares or any structure. Excess sag can reduce clearance beneath the line with ground to the point of danger.

- e. Conductor attachment: Conductors shall be secured to sackle insulators as per instructions of site engineer.
- f. P.G. Clamps: P.G. Clamps shall be used in making tap and jumper connections.
- g. Ground clearance: Clearance of lower conductor from the ground shall be more than the followings:

Highway crossing	6.1 meters
Along Road	5.8 meters
Other places	5.2 meters

0.5 m shall be added to above clearance as the safety precaution.

- 2. Contractor's Representative: The contractor shall keep an engineer or experienced overseer at site during the execution of works.

## 8. Bid Documentation

### 8.1 The Bidder shall furnish the following technical data with the Bid:

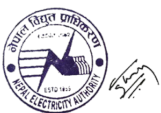
- a) If the material to be offered is to be manufactured in accordance with the specified B.S. standard, full technical data for the material and the identification of the manufacturer.
- b) If the material offered to be manufactured in accordance with an equivalent standard, two (2) clear copies of that standard shall be furnished in addition to the data required in (a) above.

All technical data furnished shall be bound separately from the Bids.

## 5. Tests

The testing of individual wires and complete conductor shall be in accordance with the nominated standards.

- Leakage Distance (min)                      63 mm
- Mechanical Strength                            11.5 kN
- IS Type    1



## **9 Dismantling**

- 9.1 9mt. poles shall be dismantled and transported safely to the local NEA office.

## **10 Safety**

- 10.1 The Contractor shall take all measures required to safeguard the public, public and private property from any hazard to life, limb, or property, which may arise during the performance of the construction of the works. Such measures shall include, but not be limited to barricades, signs, newspaper announcements, traffic control by police, or other advisory and control methods deemed appropriate.
- 10.2 The Contractor shall provide his work force with all tools and equipment in sufficient numbers and quality to perform all aspects of the works in a safe manner. The Contractor shall provide protective headgear for all members of his workforce, and shall provide protective clothing as required for specific tasks. The Contractor shall instruct his work Force in proper and safe construction techniques and shall continuously monitor compliance with safety instructions throughout the period of the Contract.
- 10.3 The Contractor shall provide, and require use of, protective grounding equipment when :
- a) Work is being performed on lines adjacent, either in extension of, or parallel to, energized circuits.

Work is being performed on isolated circuits after conductors have been installed

- 10.4 The Contractor shall maintain all tools and equipment in good working order. All mechanized equipment shall have adequate safety mechanisms and guards in place and be fully operational. Operators of such equipment shall be skilled and fully trained in the operation of such equipment.
- 10.5 The Contractor shall provide and maintain emergency medical supplies to cover with accidents and snakebites for his work force on a readily available basis. The Contractor shall also instruct all supervisory personnel in the action to be taken in the event of serious injury, and the sources and locations of professional medical assistance, which shall be employed in such cases.
- 10.6 The Contractor shall apply all accidental insurance policies to his work force for an accident occurring during the working period of the construction.

## **11 Tests**

- 11.1 The Contractor shall furnish the electrical test equipment and personnel to perform electrical tests of equipment and circuits, as specified by, and under the supervision of the NEA.
- 11.2 The Contractor shall meggar all circuits installed with a motor-driven megger or equivalent instrument to demonstrate the acceptable insulation characteristics of the line prior to energization and Provisional Acceptance. 400/230 V overhead circuits shall be tested at 500 volts AC.
- 11.3 The Contractor shall conduct DC hi-potential tests on all underground circuits, after makeup but prior to backfilling. The test shall be made with DC hi-potential test set capable of non-destructively testing the cable at approximately 300% of cable voltage rating.
- 11.4 The Contractor shall megger all transformers with a motor-driven megger prior to connection to the LV network.
- 11.5 All tests specified shall be conducted during suitable atmospheric conditions under the supervision and witness of the NEA. All test results shall be documented and signed by both parties.

## **11 Demolition**

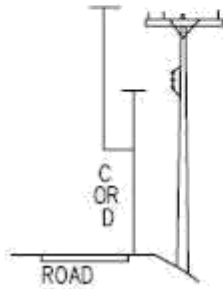
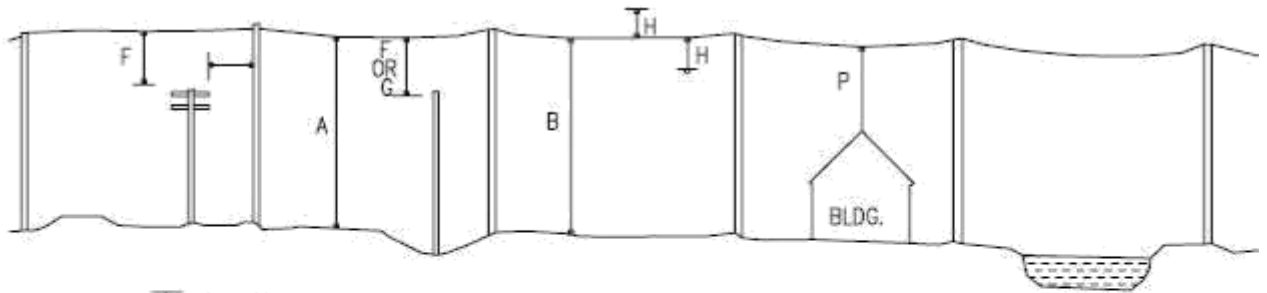
- 11.1 The Contractor shall perform the removal of all existing facilities in accordance with the specific directions of the Authorized Personnel. All materials removed shall remain the

property of NEA and the Contractor shall deliver all salvaged materials to the NEA warehouse, or as specifically directed by the Branch Chief in writing.

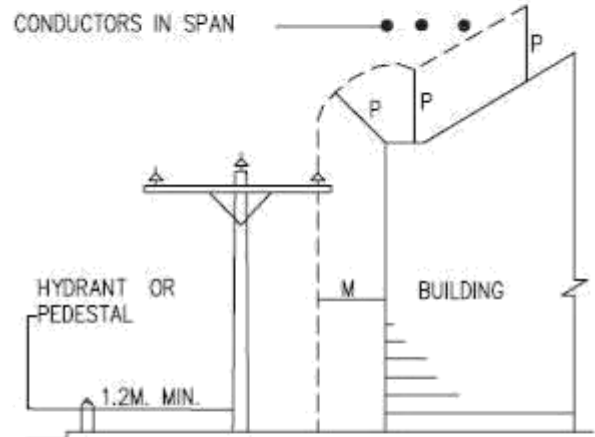
## **12 Cleanup**

- 12.1 The Contractor shall ensure that all worksites shall be free of all manner of debris resulting from the construction activity.
- 12.2 All crating, conductor reels, packaging materials, conductor scraps, and other miscellaneous items are removed from the workplace. All holes resulting from removal of facilities shall be filled. If trees or brush have been cut or trimmed, all cuttings shall be removed. The worksites shall be left in clean natural conditions.
- 12.3 Site cleanup shall be an integral part of the Provisional Acceptance process, and no line section shall be provisionally accepted unless all cleanup work has been accomplished.

## Section VII. Drawings



POLES ADJACENT TO ROADS



MINIMUM CLEARANCE FROM BUILDINGS

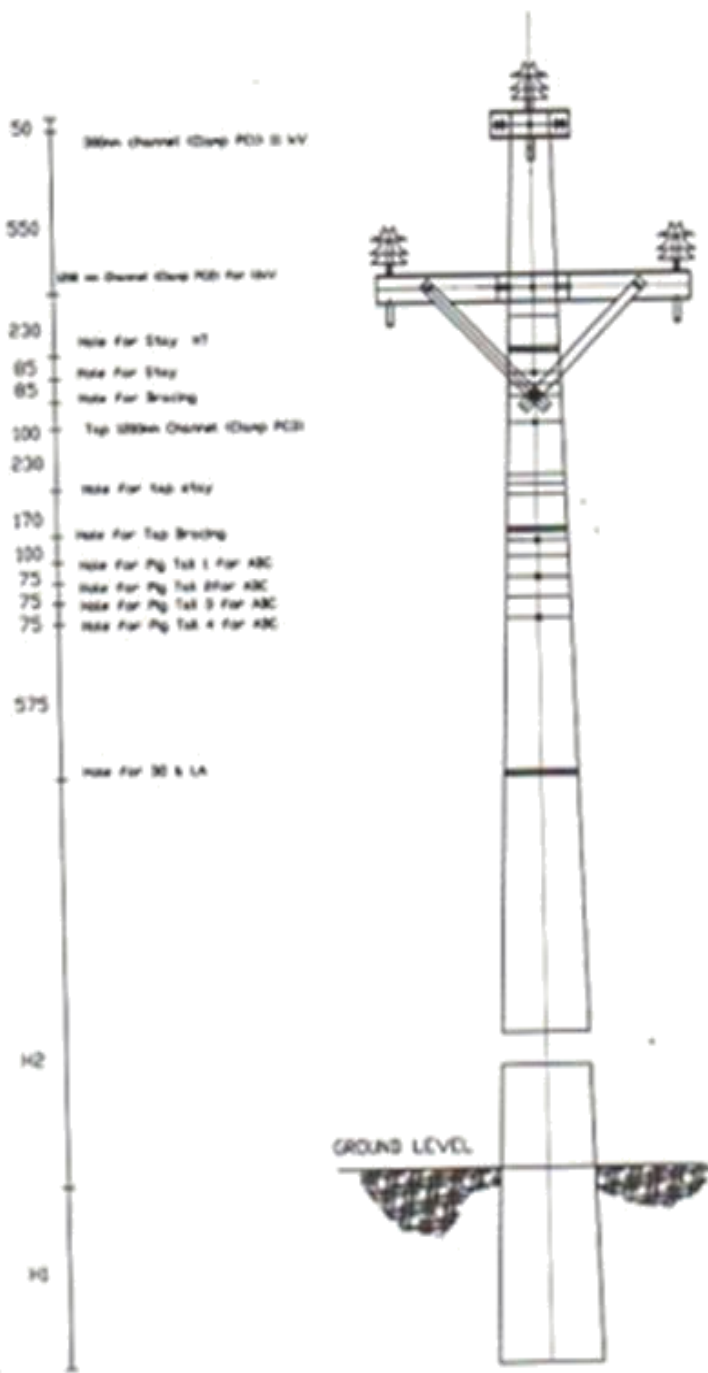
	CROSSING OVER	VOLTAGE OF CIRCUIT CROSSING	METER
A	ROAD, STREET, HIGHWAY OR LIMITED ACCESS HIGHWAY	230/400 V - 11 KV*	5.80
		11 KV** - 33 KV	6.10
B	AREAS ACCESSIBLE TO PEDESTRIANS ONLY	230/400 V - 11 KV*	4.60
		11 KV** - 33 KV	5.20
LINE ALONG SIDE OF			
C	MAIN HIGHWAYS, STREETS OR ALLEYS	230/400 V - 11 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

\* Exclusive \*\* Inclusive

CLEARANCE M ALSO SPECIFIED HORIZONTAL CLEARANCE FROM BALCONIES.

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.					
	COMMUNICATION CABLES AND MESSENGER	0.6 M. OVER 1.2 M. UNDER	1.38	2.15	—	0.60	
G	SUPPLY CABLES ON EFFECTIVE GROUNDED MESSENGER	0.6 M. OVER 1.2 M. UNDER	0.80	0.60	—	0.60	
H	OPEN SUPPLY WIRES	0 - 650 V.	—	1.30	1.80	2.70	0.60
		651 - 11,000 V.	—	—	1.20	—	1.20
GUYS SERVICE DROPS 0 - 650 V.		0.60	0.60	1.20	—	—	

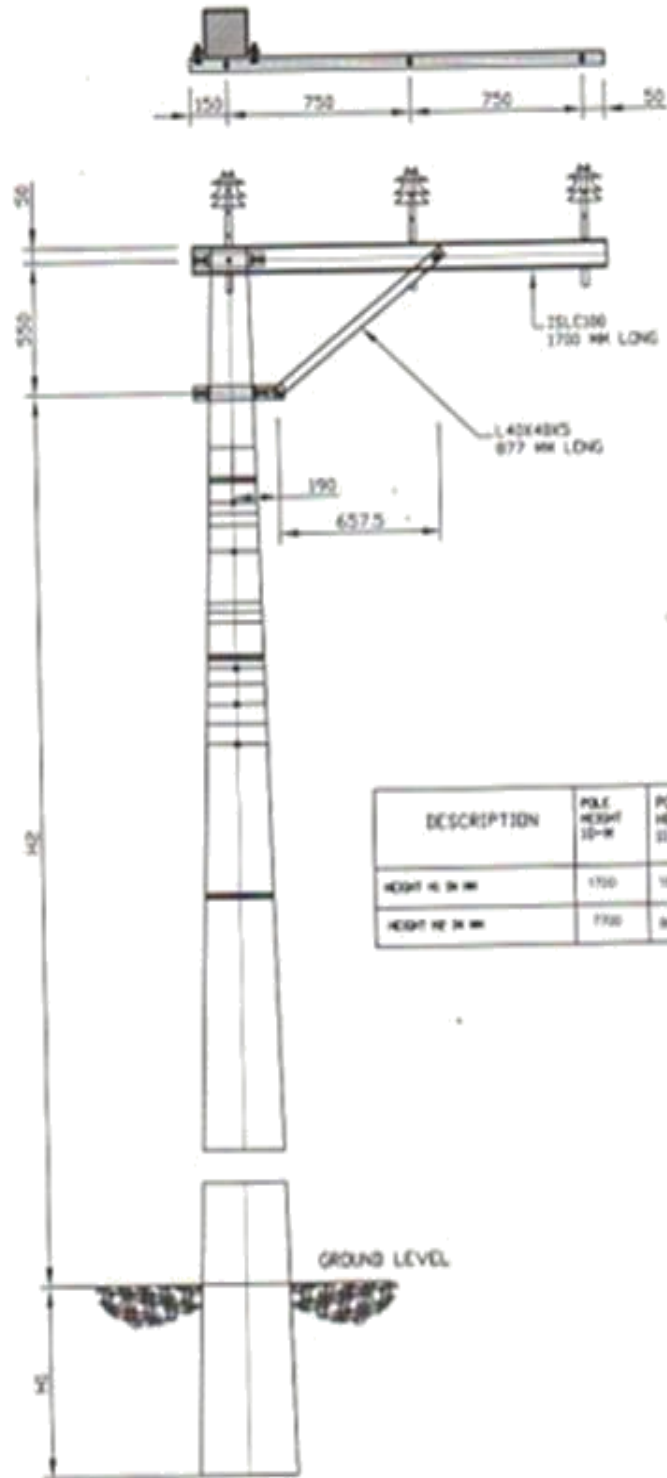


DESCRIPTION	PILE HEIGHT 10-M	PILE HEIGHT 11-M
HEIGHT H1 IN MM	1700	1900
HEIGHT H2 IN MM	5900	6000
PILE WIDTH AT TOP W1 IN MM	180	150
PILE WIDTH AT BOTTOM W2 IN MM	300	400
PILE BPTH 'D'	150	150

ALL DIMENSIONS ARE IN MM

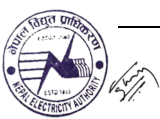
Drawing CS11-PSCP-04 11kV, 10/11 m PSC Pole Single Arm Structure

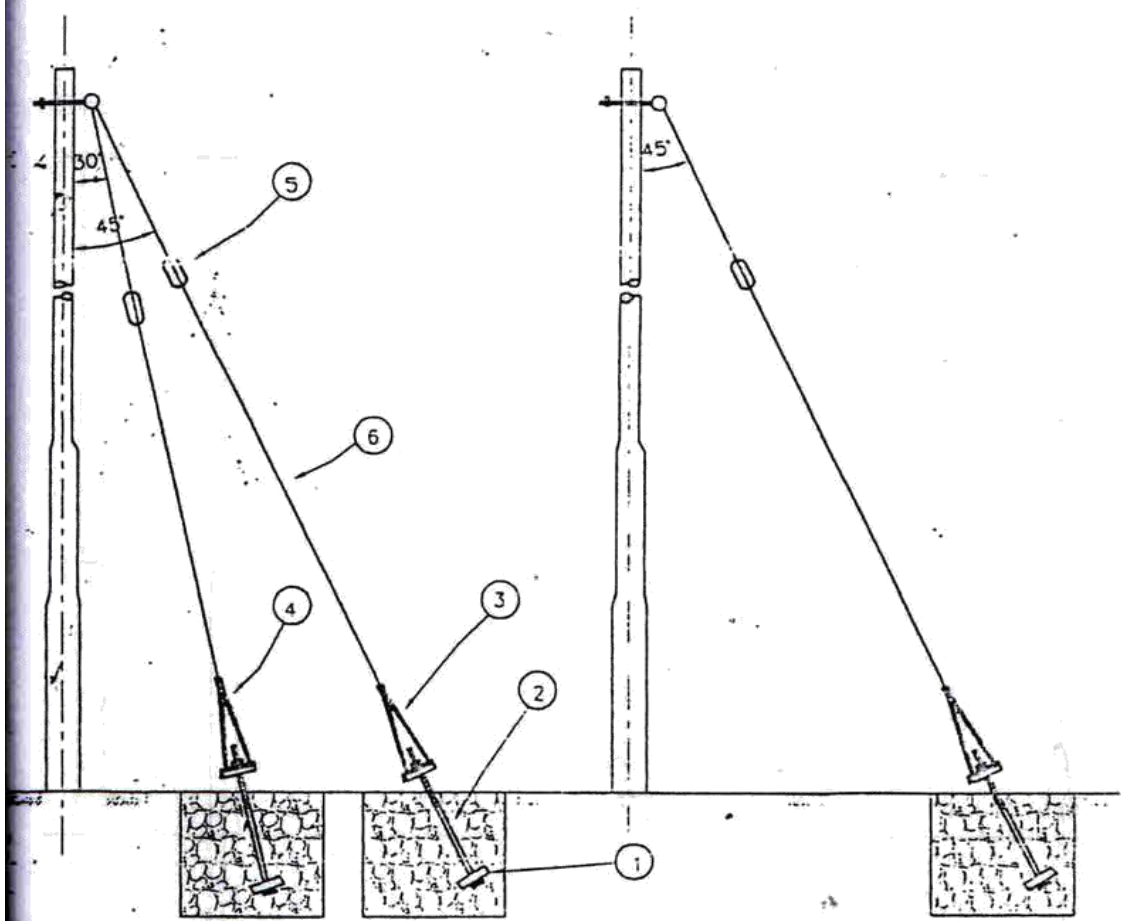




DESCRIPTION	POLE HEIGHT 10-M	POLE HEIGHT 11-M
HEIGHT 10 M MM	1700	1800
HEIGHT 11 M MM	1700	2600

Drawing CS11-PSCP-09 11 kV, 10/11 m PSC Pole Offset Pole Structure

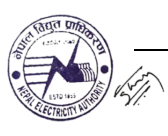


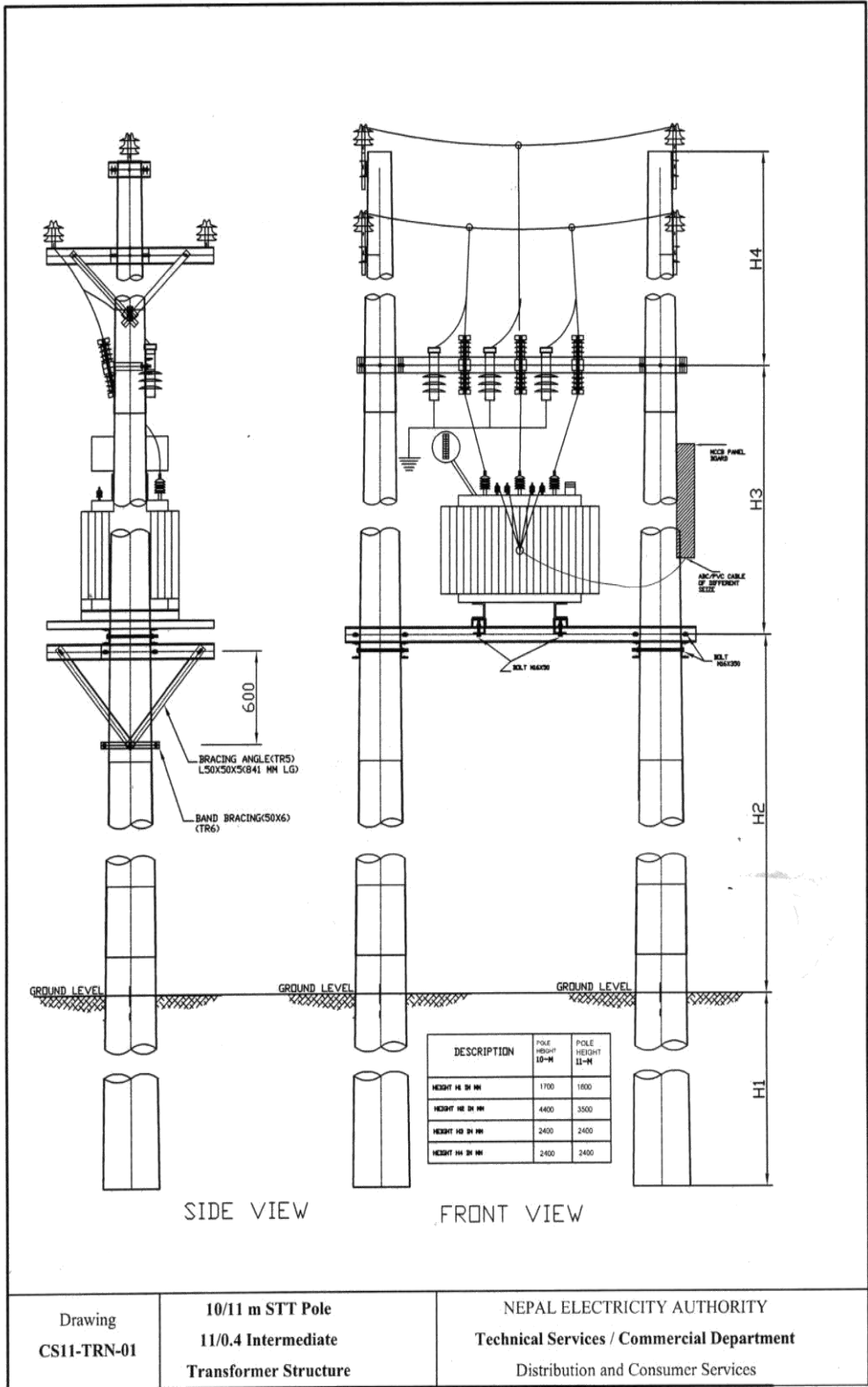


TYPE-B

TYPE-A

<p>ISSUED March 2050 REVISION (21)</p>	<p>STAY SET</p>	<p>TECHNICAL SERVICES DEPARTMENT DCS/NEA</p>
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## Section VIII. Special Instruction to Bidders for e-Bidding

### A) Bid submission procedure through electronically (e-submission):

- i. Interested eligible bidders shall, either purchase the hard copy of the Bidding document directly from the Employer's office as specified in the Invitation for Bid (IFB) or shall download the necessary parts of bidding documents from e-procurement section in NEA's web Site <http://www.e-nea.org.np>. In case, the Bidder choose to download the bidding documents, prepare his/her bids on downloaded documents, and submit his/her bid electronically, the Bidder is required to deposit the non-refundable fee for the cost of bidding document (as specified in the bid notice) in the bank account specified in the IFB. In addition, electronic scanned copy (\*.pdf format) of the Bank deposit voucher shall also be required to be submitted along with the electronic bid files.
- ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorised representative and with seal of the company. Bill of Quantity (BOQ) with rate, amount, b) Form of Bid, Qualification Information The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate filename shown in the table below. PDF (Adobe acrobat) version must be 4.0 or above.

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/PAN registration	VAT reg-4	Mandatory For National firms	All firms in case of JV
5	Tax clearances certificate for F/Y 2073/074	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 (if any)	JV doc-7	Mandatory	
8	Qualification Information	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufactures Authorization	Authorization-10	Mandatory	NA
11	Technical Data Sheet	TDS-11	Mandatory	NA
12	Certification Documents	Certifications-12	Mandatory	NA
13	Declaration Form	Declaration-13	Mandatory	

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

- iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section of NEA's Web site <http://www.e-nea.org.np>
- iv. After preparing all the required bidding documents in PDF, scan files as specified as in (ii).

- v. The Bidder shall upload the PDF bid files and submit his/her complete bid online through e-procurement section of NEA's website <http://www.e-nea.org.np> within the specified date and time.
- vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.
- vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of MIS Department of NEA.
- viii. When a bidder submits his/her bid in hard copy the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of NEA's web site.
- ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause-22 with a Substitution letter in PDF file.
- xi. 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 Authorised Representative/s of the Firm / all authorised Joint Venture partners.
- xii. When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
- xiii. In case, the Bidder choose to download the bidding documents and deposit the cost of bidding document (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the specified Employer's (revenue) account for the said document.
- xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website <http://www.e-nea.org.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

**B) Requirements and Conditions for e-submission of bid:**

- i. The Bidder shall submit his bid electronically in PDF files in the manner specified above, and submission of hard copy of "original plus one copy of bid" is not mandatory.
- ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission dead line, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures in the electronic bid 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. 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.

- iii. 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.
- iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and/or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- v. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited
  - a. if the Bidder does not respond and/or submit the documents and or clarifications when requested by the Employer.
  - b. if major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer

**C) Bid Opening for e-submitted Bid**

- i. Electronically submitted bid shall be opened first at the Bid opening time.
- ii. The e-procurement system allows the Employer to download the e-submitted bid files from the 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 with 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.
- v. 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.

**D) Bid Evaluation and Comparison Process for e-submitted Bid**

- i. In case of e-submitted Bids, the Employer evaluates the bid based on the information as per electronically bid files. For clarification/verification purpose, the Employer may request the Bidder to submit documents/clarifications.
- ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid

shall not be considered for further evaluation and respective ITB Clause or forfeiture of bid security shall be applicable.

**D) Qualification Information**

In case of e-Bidding, the Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents.

**E) Bid Security Format**

Form of Bid security shall include the provision as ‘This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee.

## Section IX. Bill of Quantities

**NEPAL ELECTRICITY AUTHORITY**  
**DISTRIBUTION AND CONSUMER SERVICE DIRECTORATE**  
**BIRATNAGAR REGIONAL OFFICE**  
**DAMAK DISTRIBUTION CENTER**



**BILL OF QUANTITIES**

**PROJECT: Shifting and Errection of Poles at Dipini marg, Damak**

**Quotation No. : NEA-DMK-2074/075- 09(SQ)**

**Location: from Sagarmatha petrol pump to Bhrikuti chowk, Damak 05**

**Labour Charge**

Sn.	Discription	Unit	Quantity	Rate.	Amount.	Amount In Words	Remarks
1	Dismantle of 9 Mt. long PSC Pole	Nos.	26				
2	Errection of 11 Mt. long PSC Pole	Nos.	26				
3	Shifting of HT 11 Mt. long PSC pole	Nos	23				
4	RE-stringing of HT 3 Wire 0.1 Sq. inch Conductor	K.M	1.23				
5	RE-stringing of HT 3 Wire 0.05 Sq. inch Conductor	K.M.	2.58				
6	RE-stringing of LT 1 Wire 0.05 Sq. inch Conductor	K.M.	6.95				
7	Shifting of Transformer Installation (2*200 KVA)	Nos.	2				
8	Stay set installation	sets	10				
9	Transportation of 11 mt. Psc Pole	Nos.	26				
<b>Total</b>							
<b>13 % VAT</b>							
<b>Total with VAT</b>							
<b>Grand Total in words including VAT</b>							
<b>Note: Rate quoted shall be considered exclusive of VAT</b>							

Authorized Signature of Bidder  
Name of Firm  
Name of Bidder

Seal of Bidder



## Section X. Forms of Securities

### Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Quotation (bid) dated *[date]* for the construction of *[name of 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]* (hereinafter called "the Bank") are bound unto *[name of Employer]* (hereinafter called "the Employer") in the sum of *[amount]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after bid opening, the Bidder withdraws his bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the bid,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[number]* days<sup>2</sup> 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.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

\_\_\_\_\_



# Performance Bank Guarantee

To: *[name and address of Employer]*

Whereas *[name and address of contractor]* (hereinafter called "the contractor") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (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]*<sup>3</sup> 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]*<sup>4</sup> 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 \_\_\_\_\_

\_\_\_\_\_