NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)

TRANSMISSION DIRECTORATE

GRID OPERATION DEPARTMENT

BID DOCUMENT (NCB)

VOLUME –I OF I

(ITB, GCC, SCC, PRICE SCHEDULE & SPECIFICATIONS)

SHIFITNG OF POWER TRANSFORMERS

TENDER NO: GOD/2074/075-07

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BIDDING DOCUMENT

for

THE PROCUREMENT OF

SHIFTING OF POWER TRANSFORMERS

National Competitive Bidding (NCB)
IFB No.

NEPAL ELECTRICITY AUTHORITY

Issued on:

Issued to:

Invitation for Bids No.:

NCB No.:

Abbreviations

BD ..... Bidding Document

BDF ..... Bidding Forms

BDS ..... Bid Data Sheet

BOQ ..... Bill of Quantities

COF ..... Contract Forms

DP ..... Development Partners

DoLIDAR ..... Department of Local Infrastructure Development and Agricultural Roads

ELI ..... Eligibility

EQC ..... Evaluation and Qualification Criteria

EXP ..... Experience

FIN ..... Financial

GCC ..... General Conditions of Contract

GoN ..... Government of Nepal

ICC ..... International Chamber of Commerce

IFB ..... Invitation for Bids

ITB ..... Instructions to Bidders

JV ..... Joint Venture

LIT ..... Litigation

NCB ..... National Competitive Bidding

PAN ..... Permanent Account Number

PPA ..... Public Procurement Act

PPMO ..... Public Procurement Monitoring Office

PPR ..... Public Procurement Regulations

PL ..... Profit & Loss

SBD ..... Standard Bidding Document

SCC ..... Special Conditions of Contract

TS ..... Technical Specifications

VAT ..... Value Added Tax

WRQ ..... Works Requirements

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नेपाल विद्युत् प्राधिकरण

ग्रिड संचालन विभाग

राष्ट्रिय प्रतिस्पर्धात्मक बोलपत्र आह्वान

(प्रकाशित मिति : २०७४/११/२२)

यस विभागको लागि तल उल्लेखित सेवा / वस्तु आपूर्ति कार्य गर्नु परेको हुनाले इच्छुक सेवा प्रदायक कम्पनी / आपूर्तिकर्ताहरूबाट सिलबन्दी बोलपत्र / दरभाउपत्र आह्वान गरिन्छ ।

क्रस	कार्यको विवरण	बोलपत्र नं.	सिलबन्दी बोलपत्र अन्तिम बिक्रि मिति	सिलबन्दी बोलपत्र दाखिला मिति, खोल्ने समय र स्थान	सिलबन्दी बोलपत्रको रकम	विड्डवण्ड (बैंक डिपोजिट)	सिलबन्दी बोलपत्र उपलब्ध हुने स्थान	बैंक खाता नं.
१	Shifting of Power Transformers	Tender (ebidding) GOD/ 2074/075-07	प्रथम प्रकाशित मितिले ३० औं दिनको कार्यालय समय भित्र सम्म	प्रथम प्रकाशित मितिले ३१ औं दिनको १२:०० बजे सम्म । खोल्ने समयः सोही दिन दिनको २:०० बजे । स्थानः ग्रिड संचालन विभाग, मिनभवन, काठमाडौं ।	३,०००।००	सिलबन्दी बोलपत्र फारम्मा उल्लेख भए बमोजिम	ग्रिड संचालन विभाग , काठमाडौं ।	A/C/ No. 00100105000095 Everest Bank Limited, Baneshwor

विस्तृत जानकारीको लागि: सम्बन्धित कार्यालय ग्रिड संचालन विभागको टेलिफोन नं. ०१ ४६२०६१९मा सम्पर्क गर्न सक्नुहुने छ ।

नोट: बोलपत्र, सिलबन्दी बोलपत्र/दरभाउपत्र फाराम खरिद गर्दा सम्बन्धित बोलपत्र खरिद गर्न आउने फर्म/कम्पनी व्यक्तिको नाम, पद आदि खुलाई निजको सही प्रमाणित गरेको अधिकार पत्र, बोलपत्रदाताले खरिद कारवाहीमा भाग लिन अयोग्य नभएको, प्रस्तावित खरिद कारवाहीमा आफ्नो स्वार्थ नबाझिएको र सम्बन्धित पेशा वा व्यवसाय सम्बन्धी कसुरमा आफूले सजाय नपाएको भनी लिखित रूपमा गरेको घोषणा पत्र, इजाजत पत्र, आयकर प्रमाण पत्र, कर चुक्ताको प्रमाणित प्रतिलिपि निवेदन साथ पेश गर्नु पर्नेछ ।

विद्युतीय माध्यमबाट बोलपत्र बुझाउन चाहने बोलपत्रदाताहरूले ने.वि.प्रा.को वेभसाइट http://www.e-nea.org.np बाट बोलपत्र डाउनलोड गरी प्राप्त गर्न वा सम्बन्धित कार्यालयबाट सोझै बोलपत्र खरिद गर्न सक्नु हुनेछ । विद्युतीय माध्यमबाट बोलपत्र बुझाउदा बोलपत्रदाताले बोलपत्रको "इबिडिङ्गको लागि" (Special Instruction for e-Bidders) अनुसार बुझाउन सक्नु हुनेछ ।

Part - I

BIDDING PROCEDURES

SECTION - I Instruction to Bidders

A. General	
1. Scope of Bid	1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS. 1.2 Throughout this Bidding Document: (a) the term "in writing" means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) "day" means calendar day.
2. Source of Funds	2.1 NEA Funded: In accordance with its annual program and budget, approved by the NEA, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or Public Entities' own Resource Funded: In accordance with its annual program and budget, approved by the public entity, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or DP Funded: The NEA has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") indicated in the BDS toward the cost of the project named in the BDS. The NEA intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. 2.2 DP Funded: Payment by the DP will be made only at the request of the NEA and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the NEA and the DP (hereinafter called the "Loan/Grant Agreement"), and will be subject in all respects to the terms and conditions of that Loan/Grant Agreement. No party other than the NEA shall derive any rights from the Loan Agreement or have any claim to the funds.

3. Fraud and Corruption	3.1 Nepal Electricity Authority (NEA) requires that the Procuring Entities as well as bidders, suppliers and contractors and their sub-contractors under NEA/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer; (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (iv) "obstructive practice" means: (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NEA/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the NEA's/DP's inspection and audit rights provided for under sub-clause 3.5 below. (b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; 3.2 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 in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing 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 bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract. 3.3 NEA, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a NEA/DP-financed contract. (d) if the successful bidder fails to sign the contract. 3.4 A bidder declared blacklisted and ineligible by the NEA, Public Procurement Monitoring Office (NEA) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the NEA, NEA and/or the DP. 3.5 The Contractor shall permit the NEA/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the NEA/DP, if so required by the NEA/DP. 3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP. (a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; (b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the NEA or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the NEA having taken timely and appropriate action satisfactory to the DP to remedy the situation.
4. Eligible Bidders	4.1 A Bidder may be a natural person, private entity, or government - owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV: (a) all partners shall be jointly and severally liable for the execution

	of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS. The qualification requirement of the parties to the JV shall be as specified in Section III Evaluation and Qualification Criteria, and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution. 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub Contractors or suppliers for any part of the Contract including related services. 4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if: (a) they have controlling partners in common; or (b) they receive or have received any direct or indirect subsidy from any of them; or
	(c) they have the same legal representative for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract. 4.4 A firm that is under a declaration of ineligibility by the NEA/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. 4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the NEA.

	4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders. 4.8 Firms shall be excluded in any of the cases, if (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
	(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them. 4.9 The bidder shall meet the eligibility criteria specified in section III (Evaluation and Qualification Criteria) of bid document.
5. Eligible Materials, Equipment and Services	5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services. 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
B. Contents of Bidding Documents	
6. Sections of bidding document.	6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. **PART I Bidding Procedures** Section I Instructions to Bidders (ITB) Section II Bid Data Sheet (BDS) Section III Evaluation and Qualification Criteria (EQC) Section IV Bidding Forms (BDF) **PART II Requirements** Section V Works Requirements (WRQ) Section VI Bill of Quantities (BOQ)

	PART III Conditions of Contract and Contract Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms (COF) 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document. 6.3 The Employer is not responsible for the completeness of the Bidding Document and **their** Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2. 7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.

	7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS. 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. 7.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing agenda. 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2
C. Preparation of Bids	
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise the following: (a) Letter of Bid; (b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS; (c) Bid Security, in accordance with ITB 19; (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17 establishing

	the Bidder's qualifications to perform the Contract; (g) Technical Proposal in accordance with ITB 16; (h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and (i) Any other document required in the BDS. 11.2 The Bidder is solely responsible for the authenticity of the documents submitted by the Bidder.
12. Letter of Bid and Schedules	12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered. 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion. 13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section V (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below. 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.

	14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1. 14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all Contracts are submitted and opened at the same time. 14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings. 14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
15. Currency of Bid and Payment	15.1 The currency of the bid and payment shall be in Nepalese Rupees.
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
17. Documents Establishing the Qualifications of the Bidder	17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).
18. Period of Validity of Bids	18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive. 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be

	made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
19. Bid Security	19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.
	19.2 The bid security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from "A" class commercial bank or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2. 19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal. 19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected. 19.5 The bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1and 39.1. 19.6 The bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 18.2: (i) during the period of bid validity specified by the Bidder on the Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission.

	(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1; (c) a Bidder involves in fraud and corruption pursuant to clause 3.1; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with ITB 38.1; or (ii) sign the Contract in accordance with ITB 39.1 (iii) accept the correction of arithmetical errors pursuant to clause 31.1; 19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
20. Format and Signing of Bid	20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(b), If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e). 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid. 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail, by hand or by courier

i. Bidders shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as

"ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

ii. The inner and outer envelopes shall:

(aa) bear the name and address of the Bidder;

(bb) be addressed to the Employer as provided in BDS 22.1;

(cc) bear the specific identification of this bidding process indicated in BDS 1.1; and

(dd) bear a warning not to open before the time and date for bid opening.

iii. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

(b) Electronic Bid Submission **P**rocedures : Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause as follows:

For e-submission, E-procurement information

Bidders may submit their bids electronically as per specific procedures and requirements as specified in the Instructions to Bidders (ITB).
General procedures for electronic bid submission (e-submission) is described below.

Bid preparation
A Bidder who wish to submit the bid electronically may purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
Description of bid submission procedure through electronically (e-submission) only:
i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid doument from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
a) Bill of Quantity (BOQ) with rate, amount
b) Forms of Bid, Qualification Information

iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename shown in the table below.

Single Envelop document set (As guided by PPMO)

document_name	mandatory	filename	remark
Letter of Bid	1	Letter bid -1	
Bid Security (Bank Guarantee)	1	Bid security-2	
Company Registration	1	Company reg-3	
VAT Registration	1	VAT-Reg-4	Mandatory for National Fi
Tax Clearances Certificate	1	Tax-5	Mandatory for National Fi
Power of Attorney of Bid signatory	1	Power of att-6	
Business Registration (Licence) Certificate	1	Licence-7	
Bank Voucher for Cost of Bid Doc	1	Voucher-8	
Joint Venture Agreement	1	JV-Doc-9	Mandatory for JV Firms
Qualification Information	1	Qualifications-10	
Applicable Price Adjustment Table	1	Price adjust-11	Mandatory if Applicable
Complete BoQ	1	BOQ-12	

Two Envelop document Set (As guided by PPMO)

Letter of Technical Bid	1	Letter techbid-1	Technical Document
Bid Security (Bank Guarantee)	1	Bid security-2	Technical Document
Company Registration	1	Company reg-3	Technical Document
VAT Registration	1	VAT-Reg-4	Technical Document [Manda
Tax Clearances Certificate	1	Tax-5	Technical Document [Manda
Power of Attorney of Bid signatory	1	Power of att-6	Technical Document
Business Registration (Licence) Certificate	1	Licence-7	Technical Document
Bank Voucher for Cost of Bid Doc	1	Voucher-8	Technical Document
Joint Venture Agreement	1	JV-Doc-9	Technical Document [Manda
Qualification Information	1	Qualifications-10	Technical Document
Letter of Price Bid	1	Letter Pricebid -1	Financial Document
Applicable Price Adjustment Table	1	Price adjust-2	Financial Document
Complete BoQ	1	BOQ-3	Financial Document

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

iv) For e-submission purpose the Bidder shall, at first, register in the e-procurement section of NEA Web site http://www.nea.org.np

v) After preparing all the required bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF bid files and submit his complete bid online through e-procurement section of NEA website http://www.nea.org.np within the specified date and time.

The Employers address for the purpose of e-submission of bid;

The Employers address for the purpose of electronic Bid submission is e-procurement section of http://www.nea.org.np.

In case of e-submission of bid, the bidder shall submit his bid electronically in PDF files in the manner as specified above and additional submission of hard copy of "Original plus one copy of bid" is not mandatory.

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

However, for electronically submitted bid in PDF files, the bidder shall be

	required to submit documents/clarifications as specified in ITB Clause. **The deadline for e-submission of bids shall be;** i) Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting. ii) The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above. iii) The standard time for e-submission is Nepalese standard time as set out in the server of Department of Roads. iv) In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause. **Provision for Substitution or Modification or Withdrawal of Bid** When a bidder submits his 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. **In case of e-submitted bid;** i) Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission. ii) For Substitution of Bid the Bidder shall follow similar steps as specified in ITB Clause with a Substitution letter in PDF file. iii) For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners. **Bid opening for e-submitted bid;** i) Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice. ii) The e-procurement system allows the Employer to download and open the e-submitted bid files from bidders only after the time for opening the bids. iii) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation. iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening. In case of "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITHDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened. **Clarification of Bid** In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer. **Examination of e-submitted Bids and Determination of Responsiveness** For a e-submitted bid to be substantially responsive the requirement as specified in the ITB Clauses shall be fulfilled. **Evaluation and Comparison of e-submitted Bids** 1. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications as specified in ITB Clause. 2. In case, the Bidder could not substantiate or provide evidence to prove

the information provided in e-submitted bid through documents/ clarifications as per ITB Clause, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

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

1. Prepare the paper bid document

- Either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- Fill the rates and amount in BOQ,
- Fill the Bid Form,
- Prepare the necessary copy of Company registration, VAT/PAN registration , Tax clearance certificate,
- Prepare the necessary specific papers like Power of Attorney for bid signatory, Joint Venture agreement, if bidding in JV,
- Prepare summary of qualification information sheet (Financial turnover, Experience, Manpower, Equipment, Credit line, Litigation etc) in the specified format,
- Prepare the bid guarantee letter for the specified bid security amount and in the specified format,

2. Prepare the Electronic bid files in pdf format

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

3. Electronic bid submission

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

	supporting bid documents and clarifications, as necessary during bid evaluation process. • The Bidder shall submit the necessary supporting documents and clarifications (conventional bid document
22. Deadline for Submission of Bids	22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. In case of e-submission, the standard time for e-submission is Nepalese Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid. 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, and Modification of Bids.	24.1 A Bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 20 and ITB 21,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (bb) received by the Employer twenty four hour hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22. ii) E-submitted bids. a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through NEA's E-procurement Web system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder will not be able to submit another bid for the same bid. b) Withdrawal and modification of bids through hard copy shall not

	be considered in case of e-submitted bids 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening. 24.3 Bidder may submit request for withdrawal or modification only one time. 24.4 No bid may be withdrawn if the bid has already been modified. 24.5 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered. 24.6 The following provisions apply for withdrawal or modification of the Bids: (i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. (ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
25. Bid Opening	25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend. 25.2 The Employer shall download the e-submitted bid files. The e-procurement system allows the Employer to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee. 25.3 Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 25.4 Thereafter, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

	25.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1. 25.6 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Bids	
26. Confidentiality	26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid. 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
27. Clarification of Bids	27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 11.1 for verification of submitted documents for acceptance of the e-submitted bid. 27.2 If a Bidder does not provide clarifications of its bid by

	the date and time set in the Employer's request for clarification, its bid may be rejected.
28. Deviations, Reservations, and Omissions	28.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
29. Determination of Responsiveness.	29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11. 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section V (Works Requirements) have been met without any material deviation, reservation or omission.
	29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. 29.5 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.
30. Nonconformities,	30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid.

Errors, and Omissions	30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid. 30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria). 30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid. 30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.
31. Correction of Arithmetical Errors	31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis: (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.
	(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above. 31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.

32. Evaluation of Bids	32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. 32.2 To evaluate a bid, the Employer shall consider the following: (a) the bid price, excluding Value Added Tax , Provisional Sums, and the provision, if any, for contingencies in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) adjustment for nonconformities in accordance with ITB 30.3; (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria); 32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation. 32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria). 32.5 In case of special evaluation in civil works, if the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. 32.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.
33. Comparison of Bids	33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.

34. Qualification of the Bidder	34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria). 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. 34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F. Award of Contract	
36. Award Criteria	36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

37. Letter of Intent to Award the Contract/Notification of Award	37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. 37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.
38. Performance Security	38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

	ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **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. 38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 37.
39. Signing of Contract	39.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 38.1. 39.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Development Committee, District Administration Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price 39.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing. 39.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
40. Complaint and Review	40.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 37.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds. 40.2 Late application filed after the deadline pursuant to ITB 40.1 shall not be processed. 40.3 The chief of Public Entity shall, within five (5) days after receiving

	the application, give its decision with reasons, in writing pursuant to ITB 40.1: (a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or (b) to reject the application. The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 40.4. 40.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 40.3, is not given within five (5) days of receipt of application pursuant to ITB 40.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the NEA, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is more than Rupees Twenty Million (Rs. 20,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself. 40.5 Late application filed after the deadline pursuant to ITB 40.4 shall not be processed. 40.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 40.4, the Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 40.3. 40.7 Within three (3) days of receipt of the notification pursuant to ITB 40.6, the Public Entity shall furnish the copy of the related documents to the Review Committee. 40.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 40.4. 40.9 The Bidder, filing application pursuant to ITB 40.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to zero point five percent (0.15%) of its quoted Bid amount with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 40.4. 40.10 If the claim made by the Bidder pursuant to ITB 40.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 40.9, within seven (7) days of such decision made.

SECTION - II Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : GOD/2074/075-07
ITB 1.1	The Employer is: Grid Operation Department , Minbhawan, Kathmandu
ITB 1.1	The number and identification of lots comprising this bidding process is: ***Tender No-GOD/2074/075-07***
ITB 2.1	The name of the Project is: ***Shifting of Power Transformers.*** The DP: None The implementing agency is: Grid Operation Department NEA own resource.
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be : 3 (three)
ITB 4.2	Eligible countries ***Nepal***
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention Grid Operation Department Address: Minbhawan, Kathmandu Telephone: 977 (01) 4621465, 4620486, 4620619 Facsimile number: 977 (01) 4620586 Electronic mail address: gridnea@nea.org.np
ITB 7.4	A Pre-Bid meeting ***shall*** not held. Take place at the following date, time and place: Date: Time: Place: A site visit ***shall not be*** organized by the Employer.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 3(Three) days prior to the deadline for submission of bids.

C. Preparation of Bids	
ITB 10.1	The language of the bid is: English / Nepali
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts: None
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: **The Bidder shall submit with its bid the following additional documents:** **(a) Up to date Firm/Company Registration Certificate (and in case of JV by all firms in the Joint Venture);** **(b) VAT Registration Certificate (For National Firms);** **(c) Tax Clearance Certificate for FY 20723/74 or in case Tax Return Period for FY 2073/74 has been extended, such document extending tax return submission time and tax clearance certificate of FY 2072/723(For National Firms); (d) *Power of attorney***
ITB 13.1	Alternative bids ***shall not be*** permitted.
ITB 13.2	Alternative times for completion ***shall not be*** permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: *(Not Applicable)* If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 14.6	The prices quoted by the Bidder ***shall not be*** subject to adjustment during the performance of the Contract.
ITB 18.1	The bid validity period shall be: Ninety (90) Days
ITB 19.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of NRs. ***1,20,000.00***, which shall be valid for 30 days beyond the validity period of the bid. .
ITB 19.2 (b)	Account Name: Transmission Directorate Bank Name: Everest Bank Limited Bank Address: : New Baneshwor, Kathmandu Account Number: 001 001 05000095
ITB 20.1	In addition to the original of the bid, the number of copy/ies is/are: ***Not Applicable***
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall

	indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Bids	
ITB 21.1	Bidders ***shall*** have the option of submitting their bids electronically.
ITB 22.1	For bid submission purposes only, the Employer's address is : Attention :Director, Grid Operation Department Address: Minbhawan, Kathmandu The deadline for bid submission is : Date : 2074/12/22(5th April,2018) Time : ***12:00 PM***
ITB 25.1	The bid opening shall take place at : Address : Minbhawan, Kathmandu Date :2074/12/22(5th April,2018) Time : 2:00 PM
E. Evaluation and Comparison of Bids	
ITB 32.5	The amount of the performance security be increased by Eight (8) percent of the quoted bid price.

SECTION - III Evaluation and Qualification

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. NEA requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 32 and ITB 34, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

In addition to the criteria listed in ITB 32.2 (a) - (e) the following criteria shall apply:

Note:
Use the evaluation criteria listed below as appropriate and required for the project.

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Works Requirements).

1.2 Multiple Contracts Not applicable

Pursuant to Sub-Clause 32.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Works are grouped in multiple contracts and pursuant to Sub-Clause 32.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Equipment to be allocated, and
- Personnel to be fielded.

1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

Not applicable

1.4 Alternative Technical Solutions

Alternative technical solutions, if permitted under ITB 13.4, will be evaluated as follows:
(N/A)

1.5 Quantifiable Nonconformities, Errors and Omissions

[insert project specific requirements]

The evaluated amount of quantifiable nonconformities, errors and/or omissions shall be determined by ascertaining the price of such effect on an equal basis by adjusting the same to the quoted price of the bid. A bid having minor deviations and having no material deviation to cause any serious effect upon the scope, quality, characteristics, terms and conditions, performance or any other requirements stated in the bidding documents and acceptable to the Employer can be considered to be substantially responsive.

2. Qualification

2.1 Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
2.1.2 Government-owned Entity					
Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI - 1, ELI - 2, with attachments
2.1.3 UN Eligibility					
Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.8.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid

2.1.4 Other Eligibility					
Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration Certificate (License)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate ***(only for domestic bidders)***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence for the F/Y 072/73.***(Only for domestic bidders)***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Additional requirements ***[Insert if any]***	……..	……	……	……	……

2.2 Pending Litigation

Criteria		**Compliance Requirements**			**Documents**
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirements**
		All Partners Combined	**Each Partner**	**One Partner**	
2.2.1 Pending Litigation					
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than …… 50% percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

2.3 Financial Situation

Criteria		Compliance Requirements			Documents
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirements**
		All Partners Combined	**Each Partner**	**One Partner**	
2.3.1 Historical Financial Performance					
Submission of audited balance sheets and income statements, for the last Three (3) years to demonstrate the current soundness of the Bidder's financial position and prospective long term profitability.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
2.3.2 Average Annual Construction Turnover					
Minimum average annual construction turnover of NRS 7.1Millions calculated as total certified payments received for construction contracts in progress or completed, within best three years out of last ten years.	must meet requirement	must meet requirement	must meet ……25% of the requirement	must meet ……40% of the requirement	Form FIN - 2
2.3.3 Financial Resources					
Using Forms FIN - 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet : ❑ The following cash-flow requirement 4.02 Million	must meet requirement	must meet requirement	must meet ……25% of the requirement	must meet ……40% of the requirement	Form FIN - 3 and Form FIN - 4

2.4 Experience

Criteria		Compliance Requirements			Documents
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirements**
		All Partners Combined	**Each Partner**	**One Partner**	
2.4.1 General Construction Experience					
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 5(five) years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
2.4.2 Specific Construction Experience					
(a) Contracts of Similar Size and Nature					
Participation as Prime contractor, management contractor, or subcontractor, in at least **one** contracts within the last ten (10) years, Shifting/Supply, Installation, Testing & Commissioning of at least 1 Nos. of Power Transformer, as described in Section Section V, Works Requirements.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1
(b) Construction Experience in Key Activities					
For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities :	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)
Shifting/Supply, Installation, Testing & Commissioning of at least 1 Nos. of Power Transformer capacity of 30 MVA or above and Voltage level 132kV or above					

NOTE: To substantiate the above qualification, the Bidder must submit work completion certificates from the client.

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Academic Qualification *[When position demands]*	Total Work Experience [Years]	Experience in Similar Works [years]
1.	**Project Engineer (Civil or Electrical)**	**B.E.**	**5**	**3**

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV (Bidding Forms).

Note:
The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The qualification criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and those superintendents working under the project manager who will be responsible for major components (e.g., superintendents specialized in dredging, piling, tunneling, or earthworks, as required for each particular project).

Criteria of acceptability should be based on:

(a) a minimum number of years of experience in a similar position; and
(b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.
(c) minimum education qualification only in case the position requires.

It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staff in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.

In case the bidder proposes to consider Personnel that may be spared from committed/ongoing contracts for evaluation,

The bidder shall provide details of personnel which will be spared from such committed/ongoing contracts based on the physical progress at the date of bid submission. The details so submitted by the bidder and the physical progress of the ongoing contracts only the spared personnel shall be taken into the consideration during evaluation.

2.6 Equipment

In case the Bidder proposes to consider Equipments that may be spared from committed/ongoing contracts for evaluation,

The Bidder shall provide details of Equipments which will be spared from committed / ongoing contracts clearly demonstrating the availability of such equipments with respect to the physical progress of the ongoing contracts on the date of bid submission. Based on the details so submitted by the Bidder, only the spared equipments proposed for the contract shall considered for evaluation.

In case of Equipments to be leased/hired the same procedure as mentioned above shall apply.

The Bidder must demonstrate that it has the key equipment listed hereafter:

i. For the equipments under Bidder's ownership

No.	Equipment Type and Characteristics	Total Nos. of Equipments under Bidder's Ownership	No. of Equipments engaged/proposed for ongoing/committed contracts	Nos. of Equipments proposed for this contract
1.	Insulation Resistance Tester	1		
2.	Relay Testing Kit	1		
3.				
4.				
5.				
6				
7				

ii. For the Equipments to be leased/hired

No.	Equipment Type and Characteristics	Total Nos. of Equipments under the ownership of lease/hire provider	No. of Equipments engaged/committed for other works	Nos. of Equipments proposed to be leased/hired for this contract
1.				
2.				
3.				

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)

The Bidder/Lease Owner shall be solely responsible for the data provided. However, this shall not limit the right of employer to verify the authenticity of submitted information.

Note:

An inventory of construction equipment represents a high capital cost overhead to a contractor. Consequently, not all competent potential bidders will maintain an inventory of high-value items that are in suitable condition for major contracts. This is particularly so with management contractors, who undertake construction projects mainly by subcontracting. In most cases Bidders can readily purchase, lease, or hire equipment; thus, it is usually unnecessary for the assessment of a contractor's qualification to depend on the contractor's owning readily available items of equipment. The pass fail criteria adopted should therefore be limited only to those bulky or specialized items that are critical for the type of project to be implemented, and that may be difficult for the contractor to obtain quickly. Examples may include items such as heavy lift cranes and piling barges, dredgers, tunnel boring machines, asphalt mixing plants, etc. Even in such cases, contractors may not own the specialized items of equipment, and may rely on specialist subcontractors or equipment-hire firms. The availability of such subcontractors and of the specified equipment should be subject to verification prior to contract award. The terms of any lease or hire agreement for equipment should preferably include provision that the equipment will remain on the site (or be vested in the Employer) in the event of default of the Contractor, thereby ensuring more timely continuity of work by a replacement contractor.

SECTION - IV Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

Letter of Bid

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

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To
The Director,
Grid Operation Department
Nepal Electricity Authority
Minbhawan, Kathmandu.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
(b) We offer to execute in conformity with the Bidding Documents the following Works:

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

(d) The discounts offered and the methodology for their application are:

(e) Our bid shall be valid for a period of ***[insert validity period as specified in ITB 18.1]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;

GRID OPERATION DEPARTMENT New Baneshwor, Kathmandu

(j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(k) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;[1]

(l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

(n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(o) If awarded the contract, the person named below shall act as Contractor's Representative:

(p) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: .....

In the capacity of .....

Signed ……....

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

Date ……....

1 Use one of the two options as appropriate.

Table of Price Adjustment Data as per GCC 45.1

[To be used if Price Adjustment is applicable
Not Applicable]

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - adjustable (A)			0.15	0.15
	Labor (b)				
	Materials (c)				
	Equipment usage (d)				
		Total			**1.00**

*Normally following source of index shall apply. Public Entity shall choose applicable Index for each item.

(a) Labor: "National Salary and Wage Rate Index"- "Construction Labor" of Nepal Rastra Bank
or
rate fixed by District Rate Fixation Committee

(b) Material:"National Wholesale Price Index" - Construction Materials" of Nepal Rastra Bank

(c) Equipment usage:

"National Wholesale Price Index" - "Transport Vehicles and Machinery Goods" of Nepal Rastra Bank

or

"Fuel" Price fixed by Nepal Oil Corporation.

** Bidders proposed weightings should be within the range specified by the Employer in column - 5

Table of Price Adjustment Data as per GCC 45.7

[To be used if Price Adjustment is applicable :Not applicable]

Code	Construction Material*	Unit	Base Price (NRs/Unit) (Ex-factory)	Source (Factory)**
1	2	3	4	5

* Major construction materials to be specified by Employer in column - 2.

** Base Price and source normally to be specified by Employer (or alternatively informed to be proposed by bidder) in column 4 and 5.

Note:
The base prices of the construction materials shall be taken as of 30 days before the deadline for submission of the Bid as quoted by the Bidder and verified by the Employer. For the purpose of calculation of price adjustment, the Ex-factory price of the same source shall be taken into consideration.

Bid Security

Bank Guarantee

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

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

Date: ……...

Bid Security No.: .....

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

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

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

(a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
(d) is involved in fraud and corruption in accordance with the ITB

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

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

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

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

Note:

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

Technical Proposal Format

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Personnel

Form PER - 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

No.	Name	Position*	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.					
2.					
3.					
4.					
5.					

* As listed in Section III (Evaluation and Qualification Criteria).

Form PER - 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personal Information	**Name**	**Date of Birth**
	Professional qualifications	
Present employment	**Name of employer**	
	Address of employer	
	Telephone	**Contact (manager/personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present employer**

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	**To***	**Company, Project, Position and Relevant Technical and Management Experience***

Note:

In case of e-submission the Resume of Proposed Personnel shall be submitted on notification by the Employer as per ITB 27.

Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	**Name of manufacturer**	**Model and power rating**
	Capacity*	**Year of manufacture**
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** **🗀 Owned 🗀 Rented 🗀 Leased 🗀 Specially manufactured**	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**email**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

Note:

In case of e-submission the "Agreements" shall be submitted on notification by the Employer as per ITB 27.1

Bidder's Information and Qualification Format

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2. 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.	

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 20.2. 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	

Form LIT - 1: Pending Litigation

Each member of a JV must fill in this form

Pending Litigation			
☐ No pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria) ☐ Pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
Year	**Matter in Dispute**	**Value of Pending Claim in NRS**	**Value of Pending Claim as a Percentage on Net Worth**

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [in NRS]		
Year 1 :	**Year 2 :**	**Year 3 :**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profit Before Tax			
Profit After Tax			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified auditor.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:
In case of e-submission the attachments should not be uploaded but shall be submitted on notification by the Employer as per ITB 27.1

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 10 Years (Construction only)	
Year	**Amount Currency**

- **Average Annual Construction Turnover (Best three years within the last 10 years)**

Form FIN - 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

Financial Resources		
No.	**Source of financing**	**Amount (in NRS)**
1		
2		
3		

Note :

The letter from the Bank must be unconditional.

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments									
No.	**Name of Contract**	**Name of the Contractor/s**	**Employer's Contact Address, Tel, Fax**	**Contract Amount**	**Contract Date**	**Contract Duration**	**Value of outstanding works [NRS]**	**Estimated Completion Date**	**Average Monthly Invoicing [NRS/month]**
1									
2									
3									
4									
5									
6									

Form EXP - 1: General Construction Experience

Each Bidder or member of a JV must fill in this form.

General Construction Experience				
Starting Month Year	**Ending Month Year**	**Year**	**Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder**	**Role of Bidder**

Form EXP - 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No…… of…..	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	☐ **Contractor**	☐ **Management Contractor**	☐ **Subcontractor**
Total Contract Amount	☐ **NRS ……..**		
If Partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's Name **Address** **Telephone/Fax Number** **E-mail**			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Note : ***The Employer should insert here contract size, complexity, methods, technology, or other characteristics as described in Section V (Work Requirements) against which the bidder demonstrates similarity in the box on the right-hand-side.***			

Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No…… of……..	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	🗀 **Contractor**	🗀 **Management Contractor**	🗀 **Subcontractor**
Total Contract Amount	🗀 **NRS ……..**		
If Partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's Name **Address** **Telephone/Fax** **Number** **E-mail**			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Note : *The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.*			

Part - II

REQUIREMENTS

SECTION - V

Works Requirements

Scope of Works

Shifting of Power transformers with RTCC panel, One 132/33 kV 30 MVA Transformer from GODAK S/S to Modi S/S and another 132/33 kV 15 MVA Transformer from Modi s/s to Mahendranagar S/S with its Accessories. The scope of works shall be as below:

a. The additional transformer oil required to top up to make up the losses of oil during handling shall be included in the quoted price.

b. Operational Checks for Protection, Tap Changer, RTCC, Cooling fans and Control cubicles as applicable. All transformer accessories should be checked for operation, and in case of fault detection, the fault shall be rectified or calibrated, if necessary.

c. Above transformers with all its accessories shall be transported to Modi S/S and Mahendranagar S/S reinstalled there. During transportation, transformer should be properly sealed with dummy plates and gaskets such as to prevent any chance of moisture ingress inside the tank or leakage of oil.

Means like Trolley, Crane & other accessories required during the Whole work are required to be arranged by the Contractor. The Bidders shall submit proof of Ownership of the Crane / Trolley or shall enclose Certificate from the Owner providing them on hire basis if they were awarded the Tender.

d. After satisfactory refitting of all parts and Accessories, refilling of Transformer Oil etc the transformer should be subjected to hot oil circulation & other suitable methods until satisfactory IR value, PI Value and Oil breakdown strength is achieved.

The filtration work should be done by the Contractor at NEA's facilities and electrical energy charges shall be borne by the Contractor, if NEA Power is utilized.

e. Testing and calibration of all protection, Indicators like Buchholz relay, differential relay, OTI, WTI, oil level indicators etc are to be successfully executed.

Insurance & Guarantee

The Transformer is to be shifted and transported to destination after dismantling of all parts like Radiators, Bushings, Conservator tank as mentioned above.

f. The transformer should be insured with reputable company, for any damage during Dismantling, Transportation, Assembly, Erection, etc.

g. The Contractor shall provide and maintain insurance applying to all shipments of Goods & Services with continuous coverage from existing site to destination Site as specified in the Bid Package, for the period of 3 months beyond the date of Commissioning of Transformer at NEA's site.

h. The Insurance shall cover the following risks, and not limited to them, during Handling, Transportation, Testing, and Commissioning & in operation of the Power Transformer. In Case of Damage to Transformer, all the cost needed for rectification / replacement by new one, shall be borne by the Insurance.

i. Loading and Unloading
ii. Dismantling and Assembly of Transformer
iii. Transportation of Transformer
iv. Heating, Insulation Buildup
v. Testing and commissioning
vi. Smooth Operation up to Defect Liability Period. The defect liability period for shifting and successful operation is three month from the Date of Commissioning.
vii. In case of damage to the transformer or any problem during transit and during three months of operation, all the cost required for rectification / replacement by new one, shall be borne by the Insurance. In such case, the defect liability period for such repaired transformer shall be 6 months from date of commissioning of repaired transformer.

i. The insurance provided shall cover all risks including marine insurance if applicable, and the minimum limits of insurance shall be the total cost plus 10% of the materials delivered to the NEA warehouse sites as specified in the Bid Packages.

j. The Estimated total Cost of the 30 MVA Transformer is NRs. 30 Million and 15MVA Transformer is NRs. 15 Million. Therefore, the insurance for both the transformers shall be separate for Estimated Cost + 10% of Estimated Cost.

Gasket sets:

The Gaskets to be used should be of type 'B' conforming to IS: 4253 (part-II) and any amendments thereof. The gaskets to be used should be of high quality. The gaskets shall have an International Standard certification mark.

In order to prevent oil leakage from tank top, conservator and radiator valves, rubberized cork sheet shall be used.

Tests:

The above transformer shall be subjected to acceptance tests

1.1 Measurement of Insulation Resistance, Before Dismantling, after placing on the foundation, during filtration, after filtration, before commissioning.

1.2 Measurement of Dielectric Strength of oil: Before Dismantling, during filtration & before Commissioning,.

1.3 Operational Check & Test, complete for protection, OLTC, Fan control etc.

1.4 Testing and Calibration of protection relays, pressure device, OTI, WTI, Oil level Indicators etc.

1.5 Testing and Calibration of the Control Panel Equipment and Instrumentation, OLTC Panel Equipment & Instrumentation.

1.6 The fresh transformer oil filled shall be tested for dielectric breakdown strength in accordance with the IS: 1866 and any amendments thereof.

3.1 LV Power Cables, Control Cables and necessary Wires complete, with terminal lugs and accessories for Control, metering, relaying, alarms, AC /DC Supply and any other cable and wires required for interconnection with New & Existing Equipment.

3.2 Supply and delivery of miscellaneous materials, grounding materials, conductors etc.

Operational Requirement

3.3 All control signals and indications facilities of the existing equipments shall be properly provided in the panels.

Testing & Commissioning

4 Testing and Commissioning of the Complete Bay as per the Specification should be performed to the satisfaction of the Owner.

All the work mentioned above is to be done in such a way that the shutdown period should be minimum. So, the Bidder is required to submit the proposal regarding the work methodology.

SECTION - VI
Bill of Quantities[1]

Notes for Unit Rate Contracts:

Objectives

The objectives of the Bill of Quantities are

(a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

(b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Content

The Bill of Quantities should be divided generally into the following sections:

(a) Preamble;

(b) Work Items (grouped into parts);

(c) Day works Schedule;

d) Provisional Sums; and

(d) Summary.

Preamble

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works.

Work Items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:

[1] In lump sum contracts, delete "Bill of Quantities" and replace with "Schedule of Activities" throughout this section.

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(a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.

(b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

Summary

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Bidding documents. They should not be included in the final documents.

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New Baneshwor, Kathmandu

Preamble of Bill of Quantities

A. General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.

3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.

4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references where given in the item description of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant-specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.

8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.

9. The method of measurement of completed work for payment shall be in accordance with the Specifications.

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10. The abbreviations and symbols used in this Bill of Quantities are:
[Insert as applicable]

B. Day work Schedule

a) **General**

1. Work shall not be executed on a day work basis except by written order of the Project Manager. Bidders shall enter basic rates for day work items in the Schedules. These rates shall apply to any quantity of day work ordered by the Project Manager. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall, be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for day work shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

b) Day work Labor

1. In calculating payments due to the Contractor for the execution of day works, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of day work to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing work ordered by the Project Manager and are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

2. The Contractor shall be entitled to payment in respect of the total time that labor is employed on day work, calculated at the basis rates entered by it in the " SCHEDULE OF DAY WORK RATES: 1. LABOR". The rates for labor shall be deemed to cover all costs to the Contractor including (but not limited to) i) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, ii) any sums paid to or on behalf of such labor for social benefits in accordance with Nepal law, iii) Contractor's profit, overheads, superintendence, liabilities and insurance and iv) charges incidental to the foregoing.

c) Day work Equipment

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the “SCHEDULE OF DAY WORK RATES:2 EQUIPMENT ”. The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.

2. In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Project Manager to be employed on day work and the time for return journey there to shall be included for payment.

d) Day work Materials

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;

   (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.

   (ii) the cost of hauling materials for use on work ordered to be carried out as

day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Bill of Quantities

[insert Bill of Quantities]

Grid Operation Department
Nepal Electricity Authority

SUMMARY OF PRICE SCHEDULE

Tender No: GOD/2074/2075-07

Shifting of Power Transformers

L/C : Local Currency (NRs)

PRICE SCHEDULE	DESCRIPTION	Imported Supply		Local Supply (delivery to site) of Nepalese good only (if any) (excluding VAT)	Construction and Installation Works (excluding VAT)	Total Amount (excluding VAT)
		CIP Nepal Border Prices (excluding VAT)	Clearing, Forwarding & Transportation up to site (excluding VAT)			
		L/C	L/C (N.Rs.)	L/C (N.Rs.)	L/C (N.Rs.)	L/C
		1	2	3	4	5=1+2+3+4
A - 1	IMPORTED SUPPLIES			X	X	
A - 2	LOCAL SUPPLY	X	X		X	
A- 3	CONSTRUCTION & INST.	X	X	X		
A-4	TRANSFORMERS SHIFTING, ERECTION & COMMISSIONING	X	X	X		
	GRAND TOTAL					

Company:

Seal :
Date:

Signature:

Title:

Grid Operation Department Nepal Electricity Authority				PRICE SCHEDULE "A-1"			
WORKS : IMPORTED SUPPLIES **Tender No: GOD/2074/2075-07**				**L/C : Local Currency (Nepalese Rupees)**			
Shifting of Power Transformers		**Estimated**		**Supply CIP Nepal Border Prices** (excluding VAT)		**Clearing, Forwarding and Transportation up to site (excluding VAT)**	
Serial No	**Description**	**Qty**	**Unit**	**L/C**		**L/C**	
				Unit	**Amount**	**Unit**	**Amount**
					1		4
1	**ELECTRICAL WORKS**						
1.1	**Main Items**						
1.1.1	LV Control & Power Cable and Power cable required to complete the scope of work as specified	2	Lot			-	-
1.1.2	Earthing of Transformer, Equipment with Buried Copper strips/Conductors with Risers, Electrode grounding materials and accessories to complete the specified scope of works, complete, Lot.	2	Lot				
A	**Sub - Total of 1.1**						
B	**Total of Price Schedule "A-1" (Imported Supplies)**						

Signature: .....

Title .....

Company :

Seal Date:

Grid Operation Department Nepal Electricity Authority	**PRICE SCHEDULE "A-2"**
WORKS : LOCAL SUPPLIES OF NEPALESE ORIGIN (if any) **Tender No: GOD/2074/2075-07**	

1. If Bidder wishes to supply any item in Price Schedule A-1 partially from Nepalese origin and partially from foreign origin, prices of such item shall be quoted in Price Schedule A-1 and A-2 accordingly (NEPALESE ORIGIN MEANS MANUFACTURED IN NEPAL)
2. If Bidder wishes to supply any item in Price Schedule A-1 completely from Nepalese origin only,the price of such items shall be quoted only in Price Schedule A-2.
3. Prices quoted in Price Schedule A-2 shall be payable in local currency only.
4. Serial no in the following table shall match those in Price Schedule A-1.

L/C : Local Currency (Nepalese Rupees)

Shifting of Power Transformers		**Estimated**		**Supply**		**Inland transportation**		**Total (delivery to site)**
				(excluding VAT)		**up to site (excluding VAT)**		**(excluding VAT)**
Serial	**Description**	**Qty**	**Unit**	**L/C**		**L/C**		**L/C**
				Unit	**Amount**	**Unit**	**Amount**	**Total Amount**
No					1		2	3=1+2
	Total of Price Schedule "A-2" (Local Supplies)							

Company :

Seal Date:

Signature: .....

Title .....

Grid Operation Department Nepal Electricity Authority	PRICE SCHEDULE "A-3"
WORKS : CONSTRUCTION & INSTALLATION **Tender No: GOD/2074/2075-07**	**L/C : Local Currency (Nepalese Rupees)**

Shifting of Power Transformers		**Estimated**		**Construction and Installation Works (excluding VAT)**	
Serial No	**Description**	**Quantity**	**Unit**	**L/C**	
				Unit	**Amount**
1	**ELECTRICAL WORKS**				
1.1	LV Control & Power Cable and Power cable required to complete the scope of work as specified	2	Lot		
1.2	Earthing of Transformer, Current Transformer and other Equipment with Buried Copper strips/Conductors with Risers, Electrode grounding materials and accessories to complete the specified scope of works, complete	2	Lot		
2	**Civil Works**				
2.1	Modification of existing foundation for 30 MVA Power Transformer	10	Cum		
2.2	Modification of existing foundation for 15 MVA Power Transformer	10	Cum		
2.3	Adjustment of Rail Track	2	Lot		
A	**Sub - Total of 1**				
B	**Total of Electrical Works(A)**				
C	**Total of Price Schedule "A-3" (Construction & Installation), (B)**				

Signature: .....

Company:

Title .....

Seal:

Grid Operation Department Nepal Electricity Authority				PRICE SCHEDULE "A-4"	
WORKS : TRANSFORMER SHIFTING ERECTION & COMMISSIONING **Tender No: GOD/2074/2075-07**				**L/C : Local Currency (Nepalese Rupees)**	
Shifting of Power Transformers		**Estimated**		**Shifting and Erection Works (excluding VAT)**	
Serial No	**Description**	**Quantity**	**Unit**	**L/C**	
				Unit	**Amount**
1	**SHIFTING & MAINTENANCE**				
1.1	Dismantling of Transformers, Bushing, Radiators, Conservator Tank, Detanking of Oil,RTCC Panel, Inspection such as to make ready for the Transportation.	2	Lot		
1.2	Loading, Transportation & Unloading of 30 MVA Transformer and its Acessories including RTCC Panel from Godak Substation to Modi Substation	1	Lot		
1.3	Loading, Transportation & Unloading of Transformer and its Acessories including RTCC Panel from Modi Substation to Mahendranagar Substation	1	Lot		
1.3	Shifting of Existing 10 MVA Transformer to safe area within the substaion at Mahendranagar S/S	1	Lot		
1.4	Installation and Assembly of Transformesr and its acesorriesincluding RTCC Panel at Modi & Mahendranagar S/S	2	Lot		
1.5	**Electrical Works including Wiring of Equipment, Protection Circuits, Testing & Commissioning.**				
1.5.1	Checking of existing Protection circuit and Transformer Panels including testing and calibration of Bucholz Relay, OTI, WTI, Protection Devices, Circuit & Installation of RTCC Panel	2	Lot		
1.5.2	Filtration of Oil until suitable BDV is achieved, Testing Breakdown strength	25700	Liter		
1.5.3	Testing & Commissioning	2	Lot		
2	**Total of Price Schedule "A-4" Transformer Shifting,Erection & Commissioning**				

Signature: .....

Title .....

Company :

Seal Date:

Part - III

CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION - VII

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder.

(d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(e) **Compensation Events** are those defined in GCC 42 hereunder.

(f) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 53.1.

(g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.

It consists of the documents listed in GCC 2.3 below.

(h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.

(i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

(j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(k) **Days** are calendar days; months are calendar-months.

(l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(m) A **Defect** is any part of the Works not completed in accordance with the Contract.

(n) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

(o) The **Defects Liability Period** is the period calculated from

the Completion Date where the Contractor remains responsible for remedying defects.

	(p) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract. (q) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the SCC. (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. (s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. (t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance. (u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order. (v) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance. (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works. (x) **Party** means the Employer or the Contractor, as the context requires. (y) **SCC** means Special Conditions of Contract (z) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. (aa) The **Project Manager** is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. (bb) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 46.1. (cc) The **Site** is the area defined as such in the SCC. (dd) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the

	Site.
	(ee) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager. (ff) The **Start Date** is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates. (gg) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site. (hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. (ii) A **Variation** is an instruction given by the Project Manager which varies the Works. (jj) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.

2. Interpretation	2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC. 2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works). 2.3 The documents forming the Contract shall be interpreted in the following order of priority: (a) Contract Agreement, (b) Letter of Acceptance, (c) Letter of Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and (i) Any other document listed in the SCC as forming part of the Contract.
3. Language and Law	3.1 The language of the Contract and the law governing the Contract are stated in the SCC.
4. Project Manager's Decisions	4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation	5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting	7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. Other Contractors	8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other

	Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification

9.Personnel and Equipment	9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
10 Employer's and Contractor's Risk	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks	11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks	12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance	13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) Personal injury or death.
	13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred. 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due. 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. 13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports	14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.
15. Contractor to Construct the Works	15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
16. The Works to Be Completed within intended Completion Date	16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.
17. Design by contractor and Approval by the Project Manager	17.1 The contractor shall be responsible for the design of permanent works as specified in SCC. 17.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval. 17.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use. 17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.
18. Safety, Security and Protection of the Environment	18.1 The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein: a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons. b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others. c. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion. e. Any spoil or material removed from drains shall be

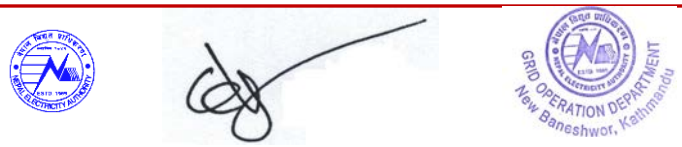
	disposed off to designated stable tipping areas as directed by the Project Manager. f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works. g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife. h. Provide on the Site such life saving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.

19. Discoveries	19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the site	20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22. Instructions, Inspections and Audits	22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located. 22.2 The Contractor shall permit the NEA/DP and/or persons appointed by the NEA/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the NEA/DP if required by the NEA/DP. The Contractor's attention is drawn to Sub-Clause 58.2 which provides, inter alia, that acts intended to materially impede the exercise of the NEA's/DP's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.
23. Dispute Settlement	23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract. 23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.
24. Appointment of the Adjudicator/ DRC Members	
25 Procedures for Disputes	25.1 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC.

B. Time Control	
26. Program	26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities. 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager. 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
27. Extension of the Intended Completion Date	27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
28. Acceleration	28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer

	and the Contractor. 28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager	29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
30. Management Meetings	30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure. 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
31. Early Warning	31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible. 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
C. Quality Control	
32. Identifying Defects	32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
33. Tests	33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
34. Correction of Defects	34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time



	specified by the Project Manager's notice.
35. Uncorrected Defects	35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
D. Cost Control	
36. Contract Price	36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. 36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
37. Changes in the Contract Price	37.1 In the case of an Unit Rate contract: (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, except with the prior approval of the Employer. (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities. 37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
38. Variations	38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
	38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the

	Variation is ordered. 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs. 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event. 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning. 38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

39. Cash Flow Forecasts	39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
40. Payment Certificates	40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously. 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor. 40.3 The value of work executed shall be determined by the Project Manager. 40.4 The value of work executed shall comprise: (a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule. 40.5 The value of work executed shall include the valuation of Variations and Compensation Events. 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
41. Payments	41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made. 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute. 41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
42. Compensation Events	42.1 The following shall be Compensation Events: (a) The Employer does not give access to a part of the Site

	by the Site Possession Date pursuant to GCC 20.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. (l) Force majeure events as determined by the Project Manager. 42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended. 42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the

	Contractor shall react competently and promptly to the event. 42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax	43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.
44. Currency	44.1 The currency of Contracts shall be Nepalese Rupees.
45. Price Adjustment	45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due. 45.2 **Adjustment Formulate[1]:** "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type: $$pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + etc.$$ Where: **pn** is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41; **A** is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;[2] **b, c, d,** etc., coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC; **Ln, Mn, En,** etc., are the current cost indices or reference prices of the cost elements for month "n," determined pursuant to Sub-Clause 45.4, applicable to each cost element; and **Lo, Mo, Eo,** etc., are the base cost indices or reference

[1] For complex Works involving several types of construction work with different inputs, a family of Formulae will be necessary. The various items of Day work may also require different formulae, depending on the nature and source of the inputs

[2] Insert a figure for factor A only where there is a part of the Contractors' expenditures which will not be subject to fluctuation in cost or to compensate for the unreliability of some indices. A should normally be 0.15. The sum of A, b, c, d, etc., should be one.

	prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4
	45.3 **Sources of Indices and Weightings:** The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager. 45.4 **Base, Current and Provisional Indices:** The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available. 45.5 **Weightings:** The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason. 45.6 **Subsequent Legislation:** If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to any National Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2
	45.7 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price

	Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas: For unexpected increase in price $P = [R_1 - (R_0 \times 1.10)] \times Q$ For unexpected decrease in price P $= [R_1 - (R_0 \times 0.90)] \times Q$ Where: "P" is price adjustment amount "R_1" is the present price of the construction material (Source of indices shall be those listed in the Bidding forms) "R_0" is the base price of the construction material "Q" is quantity of the construction material consumed in construction during the period of price adjustment consideration If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms- Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC.. 45.8 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC. 45.10 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract or a Fixed Budget Contract.

46. Retention	46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works. 46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns . On completion of the whole works, the Contractor may substitute retention money with an "on demand" bank guarantee.
47. Liquidated Damages	47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC.41
48. Bonus	48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
49. Advance Payment	49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

	49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. 49.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities	50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a 'A' class commercial bank acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee. 50.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.
51. Day works	51.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way. 51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done. 51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
52. Cost of Repairs	52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
E. Finishing the Contract	
53. Completion	53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
54. Taking Over	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. Final Account	55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals	56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC.** 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
57. Termination	57.1 In no case, the Contractor shall terminate the Contract unilaterally without duly notifying the Employer. 57.2 The Employer may terminate the Contract at any time if the contractor; a. does not commence the work as per the Contract, b. abandons the work without completing, c. fails to achieve progress as per the Contract. 57.3 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. 57.4 Fundamental breaches of Contract shall include, but shall not be limited to the following: (a) The Contractor uses the advance payment for matters other than the contractual obligations, (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (g) the Contractor does not maintain a Security, which is required; and (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC. (i) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1. 57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those

	listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not. 57.6 Notwithstanding the above, the Employer may terminate the Contract for convenience. 57.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Fraud and Corruption	58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site. 58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9. For the purposes of this Sub-Clause; (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. (ii) "fraudulent practice"[5] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice"[6] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice"[7] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the NEA's/DP's inspection and audit rights provided for under Sub-Clause 22.2.
59. Black Listing	59.1 Without prejudice to any other rights of the Employer under this Contract, NEA, Public Procurement Monitoring Office (NEA), on the recommendation of procuring entity, may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder. (a) if it is established that the Contractor has committed

	substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.
60. Payment upon Termination	60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. 60.2 60.2 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer. In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.

5 a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

6 "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

7 a "party" refers to a participant in the procurement process or contract execution.

61. Property	61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
62. Release from Performance	62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
63. Suspension of DP Loan/Credit/Grant	63.1 In the event that the Donor Agency suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made: a. the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Donor Agency's suspension notice; and b. if the Contractor has not received sums due him within the 30 days for payment provided for in Sub-Clause 41.1, the Contractor may immediately issue a 15-day termination notice.
64. Project Manager's Duties and Authorities	64.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.
65. Quarries and Spoil Dumps	65.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
66. Local Taxation	66.1 The prices tendered by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.

67. Value Added Tax	67.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.
68. Income Taxes on Staff	68.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations. 68.2 The issue of the Final Account Certificate pursuant to clause 55 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.
69. Duties, Taxes and Royalties	69.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor. 69.2 The Contractor shall familiarize himself with NEA the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible. 69.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the local District Development Committee (DDC) as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DDC.
70. Member of Government, etc, not Personally Liable	70.1 No member or officer of NEA or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.
71. Approval of Use of Explosives	71.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.

72. Compliance with Regulations for Explosives	72.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
73. Permission for Blasting	73.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.
74. Records of Explosives	74.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Project Manager.
75. Traffic Diversion	75.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.

SECTION - VIII

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

Special Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is: Grid Operation Department, Minbhawan, Kathmandu
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be 6 Months
GCCs 1.1 **(aa) & 4.1**	The Project Manager is The Director, Grid Operation, Department. The Project Manager and Engineer are synonyms.
GCC 1.1 (cc)	The Site is located at Illam,Parbat, Kanchanpur and is defined in drawings No.
GCC 1.1 (ff)	The Start Date shall be ... : The Effective Date, upon which the period until the Time for Completion of the Facilities shall be counted from, is the date when all of the following conditions have been fulfilled: (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; (b) The Contractor has submitted to the Employer the performance security. (c) The Employer has paid the Contractor the first installment of advance payment. Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable. In case the Contractor does not claim the advance payment within 7 days of the date of contract signing, the 7th day will be considered as the start date
GCC 1.1 (jj)	The Works consist of Shifting of 132/33 kV 30 MVA Transformer from Godhak S/S to Modi S/S &132/33 kV 15 MVA Modi S/S to Mahendranagar S/S
GCC 2.2	Sectional Completions are: .***Not applicable***
GCC 2.3(i)	The following documents also form part of the Contract: None
GCC 3.1	The language of the contract is ENGLISH/NEPALI The law that applies to the Contract is the law of NEPAL
GCC 8.1	Schedule of other contractors: ... . **Not applicable**.
GCC 13.1	The minimum insurance amounts and deductibles shall be: 1. The minimum cover for loss of or damage to the Works, Plant and Materials is 115% of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is:***[10% of the loss amount*** 3. The minimum cover for loss or damage to

	Equipment is : ***Cost of Replacement*** ***4.*** The maximum deductible for insurance of Equipment is: ***10 % of the loss amount In case of the equipment/vehicles owned, to be rented or leased for the works, the contractor shall provide the insurance policy for the equipment/vehicle to be used for the works under the contract in the name of owner with a sum sufficient to provide for replacement*** 5. The minimum for insurance of other property is ***NRs.1,000,000.00 (Rupees One Million)*** 6. 6. The maximum deductible for ins***u***rance of ot***her property is: 2 % of the loss amount.*** 7. 7. The minimum cover for personal injury or death insurance i. for the Contractor's employees is that specified in the Labor act of Nepal and ii. for other people of third parties is : NRs. 500,000.00(Rupees Five Million Only)per person for thirty five persons with an unlimited number of occurrences. iii. For Employer's/Engineer's staff: NRS. 1000,000.00 (One Million) per person for 5 persons with an unlimited number of occurrences i.
GCC 14.1	Site Invest***igation Reports*** are: ..None.
GCC 17.1	The following shall be designed by the Contractor:.***None***
GCC 20.1	The Site Possession Date(s) shall be: ***3 days after Contract Agreement***
GCC 25.4	The place of arbitration shall be: ... . ***kathmandu***
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within Seven. days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is ... . days. The amount to be withheld for late submission of an updated Program is ……
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 90 days.
D. Cost Control	
GCC 41.1	***The prevailing interest rate is % per annum*** **Not applicable**
GCC 45.1	The Contract ***is not*** subject to price adjustment, and the following information regarding coefficients ***does not*** apply. The coefficients and indices for adjustment of prices in Nepalese Rupees shall be as specified in the Table of Adjustment Data submitted by bidder together with the

	Letter of Bid which is approved by the Project manager and attached as Annex-1.
GCC 45.7	Base Price of Construction Materials applicable for price adjustment shall be as per the Table of Adjustment Data submitted by Bidder together with the Letter of Bid which is approved by the Project manager and attached as Annex-1
GCC 45.8	The Price Adjustment amount shall be limited to a maximum: No Adjustment
GCC 46.1	The proportion of payments retained is: 5 (FIVE) PERCENT
GCC 47.1	The liquidated damages for the whole of the Works are 0.05 PERCENT of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 PERCENT of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is ***None*** per day. The maximum amount of Bonus for the whole of the Works None of the Contract Price.
GCC 49.1	The Advance Payments shall be: Up to 10 % (ten percent) of total Contract price
GCC 49.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 20%[1] of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract period.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is ***not applicable***
	The date by which "as built" drawings are required is ***None***
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or Operating and maintenance manuals is ***none***
GCC 57.2 (g)	The maximum number of days is: 200
GCC 61.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is ***25 %]***
GCC 64	The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions : a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7; b. Certifying additional costs determined under General Conditions of Contract Clause 42; c. Determining start date under General Conditions of Contract Clause 1; d. Determining the extension of the intended Completion Date under General

	Conditions of Contract Clause 27; e. Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. f. Adjustment of rates under General Conditions of Contract Clause 37;

Note:

(1) % of advance payment × 100/(80-30)

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Letter of Intent

[on letterhead paper of the Employer]

Date: ... ……

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

Subject: ... . Issuance of letter of intent to award the contract .....

This is to notify you that, it is our intention to award the contract ... .[insert date] .....for execution of the ... . [insert name of the contract and identification number, as given in the Contract Data/SCC] to you as your bid price ..... [insert amount in figures and words in Nepalese Rupees] as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: ……

Name: ... ……..

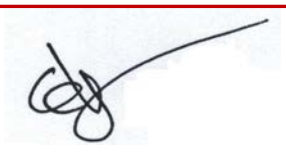
Title: ……

CC:

[Insert name and address of all other Bidders, who submitted the bid]

[Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.]



Notification of Award

[*Employer's letterhead*]

Letter of Acceptance

Date: ……..

To: .....

name and address of the Contractor ……...

Subject: ..... Notification of Award

This is to notify that your Bid dated . . . . ***date***. . . . for execution of the . . . . . .***name of the contract and identification number, as given in the Contract Data/SCC*** . . . . . for the Contract price of the equivalent of ***[iamount in figures and words in the currency……]***, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

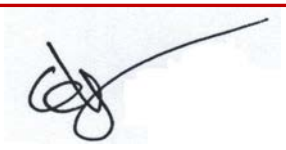
You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section 9 (Contract Forms) of the Bidding Document.

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

Authorized Signature: ……...

Name and Title of Signatory: …….

Attachment: Contract Agreement



Contract Agreement

THIS AGREEMENT made on the [*insert number*] day of [*insert month*], [*insert year*],

BETWEEN

(1) [*name of the employer*], a corporation incorporated under the laws of *[country of the employer*] and having its principal place of business at [*address of the employer*] (hereinafter called "the Employer"), and (2) [*name of the contractor*], a corporation incorporated under the laws of [*country of the contractor*] and having its principal place of business at [*address of the contractor*] (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. [*list of facilities*] ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1
Contract Documents

1.1 **Contract Documents** (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement and the Appendixes hereto

(b) Notification of Award-Letter of Acceptance

(c) Letter of Bid and Price Schedules submitted by the Contractor

(d) The Bid Addendum and Clarifications (relevant pages only).

(c) Special Conditions of Contract

(d) General Conditions of Contract

(f) Specifications

(g) Drawings

(h) Other completed Bidding Forms submitted with the Letter of Bid

(i) Any other documents forming part of the Employer's Requirements

(j) Any other documents shall be added here[1]

1.2 **Order of Precedence** (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 **Definitions** (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

Article 2
Contract Price and Terms of Payment

2.1 **Contract Price** (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of [. . . *amounts of foreign currency in words* . . .], [. . . *amounts in figures* . . .] as specified in Price Schedule No. 5 (Grand Summary), [. . . *amounts of local currency in words* . . .], [. . . *amounts in figures* . . .], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Terms of Payment** (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

Article 3
Effective Date

3.1 **Effective Date** (Reference GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:

(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.

(b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee.

(c) The Employer has paid the Contractor the first installment of the advance payment.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

In case the Contractor does not claim the advance payment within 30 days of the date of contract signing, the 30thday will be considered as the effective date.

3.2 If the conditions listed under 3.1 are not fulfilled within 2 months from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4
Communications

4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is: [Employer's *address*].

4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: [Contractor's *address*].

Article 5.
Appendixes

5.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

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

Signed by, for and on behalf of the Employer

[*Signature*]

[*Title*]

in the presence of

[*Signature*]

[*Title*]

Signed by, for and on behalf of the Contractor

[*Signature*]

[*Title*]

in the presence of

[*Signature*]

[*Title*]

APPENDIXES

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Price Adjustment

Appendix 3 - Insurance Requirements

Appendix 4 - Time Schedule

Appendix 5 - List of Major Items of Plant and Services and List of Approved Subcontractors

Appendix 6 - Scope of Works and Supply by the Employer

Appendix 7 - List of Documents for Approval or Review

Appendix 8 - Functional Guarantees

Appendix 9 Minutes of Meeting held prior to contract signing

Appendix 10 Price Schedules

Appendix 1 - Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

All Payments for the Plants and materials supplied from aboard as well as local portion of the Contract shall be made in Nepalese Rupees.

Advance Payment

(i) Up to 10 % (Ten percent) of total Contract price may be payable in two installments:

Up to 5% after the signing of agreement for the mobilization of contractor's team at the site.

The second installment of remaining amount may be made according to the work progress of the contractor.

(ii) For the Advance payment the Bidder shall produce the advance payment bank guarantee, which shall be deducted in proportion to each and every running bill submitted by the contractor. Such bank guarantee shall be made valid up to the entire contract period. Conditional bank guarantee shall not be accepted.

(iii) The contractor shall start the work within 30 days of the first Advance Payment.

(iv) The contractor shall submit to NEA, the provision evidencing for which the expenditure of the advance payment was made.

(v) The Advance Payment guarantee shall be forfeited if the Advance Payment is used in the works other than the scope of this contract.

Payment for Supply & Delivery

Eighty percent (80%) of the Contract Price for supply portion will be paid against delivery of Plant and Materials at Site and submission of shipping documents comprising of clean on-board bill of lading for goods supplied from outside the Country or delivery list/truck receipt for goods supplied from within the Country, detailed invoice, inspection and test certificates issued by Employer's inspector/nominated inspection agency (where applicable), factory test report, packing list, insurance certificate, certificates of origin, manufacturer's or supplier's warranty certificate and certificate issued by the Employer's Representative evidencing delivery of Plants or Materials at Site.

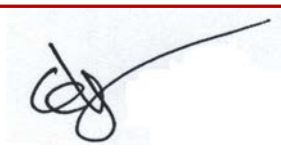
Remaining Five Percentage (5%) of supply portion will be paid after testing and commissioning of equipment and issuance of taking over certificate.

Payment for Construction and Installations

Payment for Construction and Installation works against progress bill will be made according to the progress report, approved by the Employer's Representative.

i. Payments to the Contractor for progress payments shall be made by the NEA to the Contractor within reasonable time after receipt of invoices.

ii. Payments to be made to the Contractor by the NEA other than progress payments shall be made in accordance with the relevant clauses governing each type of payment.



iii. All payments to the Contractor for work performed under the Contract shall be in Nepalese Rupees in accordance with supply and construction items unit prices pursuant to the Bid Price Schedules. Notwithstanding NEA procedural assistance to the Contractor, will neither make any foreign currency payments to the Contractor for any reason whatsoever nor guarantee any foreign currency commitment by the Contractor.

iv. Progress Payment shall be made only after the completion of work under any construction unit complete as mentioned in BOQ as per standard drawing, specification and as directed by the Manager.

Retention Amount

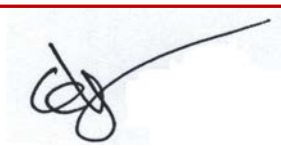
Five percent (5%) from each progress payment for supply of Plant and Materials; Insurance, Clearing, Forwarding and Inland Transportation to Site; and Construction and Installation works shall be retained. The following conditions shall be fulfilled for the payment of such retained amount:

(a) 5% retention amount shall be paid against issuance of Defect Liability Certificate. This Certificate shall be issued upon receipt of income tax clearance certificate by Government of Nepal (GON), Internal Revenue Department (IRD) and custom clearance documents showing the re-export of all the returnable items or tax payment Certificate for items disposed in the Country including fulfillment of all outstanding obligations. If the Contractor fails to clear all the required taxes, custom clearances and all outstanding obligations as mentioned above, such money shall be deducted from this portion of the Retention money.

The Employer shall pay the Contractor the amounts certified by the Manager within 45 days from the date of approval of each certificate.

Income Tax Deduction

From each progress bill, an amount, as determined by the prevalent rules and regulations of GOVERNMENT OF NEPAL, shall be deducted and deposited with the concerned Tax Department in the Country as a deposit towards Contractor's income tax.



Appendix 2 -Price Adjustment(not Applicable)

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_1 = P_0 \times (a + b\frac{L_1}{L_0} + c\frac{M_1}{M_0}) - P_0$$

in which:

P_1 = adjustment amount payable to the Contractor

P_0 = Contract price (base price)

a = percentage of fixed element in Contract price (a= %)

b = percentage of labor component in Contract price (b = %)

c = percentage of material and equipment component in Contract price (c = %)

L_0, L_1 = labor indexes applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

M_0, M_1 = material and equipment indexes in the country of origin on the base date and the date for adjustment, respectively

Conditions Applicable to Price Adjustment

The base date shall be the date 28 days prior to the deadline for submission of the Bid.

The date of adjustment shall be the mid-point of the period of manufacture or installation of the component or Plant.

The following conditions shall apply:

(a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.

(b) If the currency in which the Contract price, P_0, is expressed is different from the currency of the country of origin of the labor and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

Appendix 3 -Insurance Requirements

(A) Types of Insurance to Be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the types of insurance set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount [incurrency(ies)]	**Deductiblelimits [incurrency(ies)]**	**Partiesinsured [names]**	**From [place]**	**To [place]**
110%of total priceforplantand equipment	(*)	Contractor	Manufacturer place / cargo warehouse	Site Delivery

(*) Excess 5% of claimed amount subject to minimum of NRs. 20,000 or its equivalent for Normaland NRs. 80,000 or its equivalent for act of God perils and collapse.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
110% of total price for plant and equipment	(*)	Contractor	Site Delivery	Final Acceptance

(*) Excess 5% of claimed amount subject to minimum of NRs. 10,000 or its equivalent for Normaland NRs. 30,000 or its equivalent for testing period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
NRs. 1,000,000 or its equivalent as in (b) above		Contractor's Employee	Commencement of work	Final Acceptance
NRs. 1,000,000 or its equivalent as in (b) above		Employer's Personnel	Commencement of work	Final Acceptance
NRs. 1,000,000 or its equivalent as in (b) above		Third Party Personnel	Site Delivery	Final Acceptance

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(g) Other Insurance

The Contractor is also required to take out and maintain at its own cost the following types of insurance:

Details:

Amount [in currency(ies)]	**Deductible limits [in currency(ies)]**	**Parties insured [names]**	**From [place]**	**To [place]**

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Subclause 34.1, except for the Third Party Liability, Workers' Compensation, and Employer's Liability Insurance, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Subclause 34.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurance. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

(B) Types of Insurance to Be Taken Out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurance policies.

Details:

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]

Appendix 4 -Time Schedule

TheBiddershallsubmitthedetailimplementationschedulewithitsbid.

Appendix 5 -List of Major Items of Plant and Services and List of Approved Subcontractors

A list of major items of plant and services is provided below.

The following Subcontractors and Manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Subclause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Services	Approved Subcontractors and Manufacturers	Nationality

Appendix 6 -Scope of Works and Supply by the Employer

The following personnel, facilities, works, and supplies will be provided or supplied by the Employer, and the provisions of GCC Clauses 10, 21, and 24 shall apply as appropriate.

All personnel, facilities, works, and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Subclause 18.2.

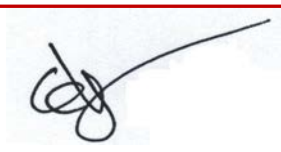
Unless otherwise indicated, all personnel, facilities, works, and supplies will be provided free of charge to the Contractor.

Personnel	Charge to Contractor (if any)

Facilities	Charge to Contractor (if any)

Works	Charge to Contractor (if any)

Supplies	Charge to Contractor (if any)



Appendix 7 -List of Documents for Approval or Review

Pursuant to GCC Subclause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Subclause 18.2 (Program of Performance), the following documents for

(A) Approval

1. Work Program

2. Work Procedure

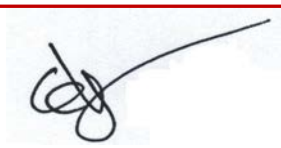
3. Manufacturers, prior to placing of order

4. Design, calculations and drawings of Plant &Equipments

5. All Civil design and drawings.

(B) Review

……



Appendix 8 -Functional Guarantees

The transformer losses and capacitor losses will be capitalized as follows for evaluation purpose:

Guaranteed Values Not Reached

If the individual losses of a power transformer/Capacitor Bank as measured during test exceeds the values guaranteed in the Bid, then for each kilowatt of losses in excess of the losses guaranteed, an amount at the rates of twice the rates of specified below shall be deducted from the Contract Price.

The transformer losses will be capitalized as follows for evaluation purpose:

a) No load losses:	US$ 4684 per kW
b) Load losses:	US$ 1180 per kW
c) Loss associated with cooling fan load:	US$ 393 per kW

The capacitor losses will be capitalized as follows for evaluation purpose:

D) Losses (self-consumption):	US$ 4,719 per kW

PERFORMANCE GUARANTEE

The performance figures quoted on Technical Data Sheet shall be guaranteed within the tolerances permitted by relevant standards listed under Volume II –Employer's Requirements, and shall become a part of the successful Bidder's Contract.

In case of loss capitalization, no tolerance shall be permitted for the guaranteed value.

The transformer will be rejected, if the measured no-load and load losses (excluding fan loss) exceed the guaranteed value by over 15 % provided that the total losses do not exceed 10% as specified.

Capacitors with losses beyond the permissible tolerance value will be outright rejected.

PC loss of capacitor: 10%

Performance Security

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

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

Date: .....

Performance Guarantee No.: .....

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

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

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

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

. . . . . .

Seal of Bank and Signature(s)

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

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

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

Advance Payment Security

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

Beneficiary: Name and Address of Employer

Date:

Advance Payment Guarantee No.:

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

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

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . Contractor's account number. . . . . at . . . . . name and address of the Bank. . . . . .

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

. . . . . .

Seal of Bank and Signature(s)

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

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

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