नेपाल विद्युत प्राधिकरण

वितरण तथा ग्राहक सेवा निर्देशनालय

विराटनगर क्षेत्रीय कार्यालय

खांदबारी वितरण केन्द्र

खांदबारी

दरभाउपत्र नं. : NEA-KHDC-2074/075-07 (SQ)

कार्य विवरण : चिचिला गा.पा. दिदि□मा ग्रामिण बिद्युतिकरण सम्बन्धि कार्य ।

दरभाउपत्र खरिद गर्ने अन्तिम मिति : २०७४।१२।१४ गते (कार्यालय समय भित्र)

दरभाउपत्र जम्मा गर्ने अन्तिम मिति : २०७४।१२।१५ गते (१२:०० बजे सम्म)

दरभाउपत्र खोल्ने समय : २०७४।१२।१५ गते (१४:०० बजे)

दरभाउपत्रदाताको नाम र ठेगाना :

दरभाउपत्र बिक्रि गर्नेको दस्तखत :

दरभाउपत्र बिक्रि मिति : २०७४/.....

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Section I. Invitation For Bids

दरभाउपत्र आह्वानको सूचना

(बोलपत्र दैनिकमा सूचना प्रकाशित मिति : २०७४ ११ ३०)

यस कार्यालय अन्तर्गतका तपसिलका वितरण केन्द्रहरूमा निम्नलिखित कार्य दरभाउपत्रको माध्यमबाट गराउनु पर्ने भएकोले सम्बन्धित कार्यको लागि नेपाल सरकारबाट इजाजतप्राप्त, VAT, PAN मा दर्ता भएका, आयकर तिरेका, रजिष्टर्ड कम्पनी/निर्माण/आपूर्तिकर्ता वा अख्तियार प्राप्त फर्मबाट नियमानुसार तोकिएको सर्तको अधिनमा सही‌कार्य गर्न दरभाउपत्र आह्वान गरिएको विस्तृत सूचना सम्बन्धित कार्यालयको सूचना पाटीमा टाँस गरिएको छ। दरभाउपत्रहरू **E-Bidding** का लागि नेपाल विद्युत् प्राधिकरणको वेबसाइट **eproc.nea.org.np** मा समेत राखिएको छ। दरभाउपत्र सम्बन्धी अन्यथा केही बुझ्नु पर्‍यो उल्लेखित वेबसाइट वा सम्बन्धित कार्यालयमा कार्यालय समयभित्र सम्पर्क राख्न सकिने छ।

सि. नं.	दरभाउपत्र नम्बर	कामको विवरण	दरभाउपत्रको मूल्य रु.	दरभाउपत्रको जमानत रु.	निर्माण कार्यको लागतअनुमान रु. (VAT सहित)	दरभाउपत्र खरिद गर्ने अन्तिम मिति र समय	दरभाउपत्र दाखिला गर्ने अन्तिम मिति र समय	दरभाउपत्र खरिद गर्ने कार्यालयको बैंक र खाता नं.	दरभाउपत्र जम्मा गर्ने कार्यालयको बैंक र खाता नं.	दरभाउपत्र खोलिने मिति र समय	सम्बन्धित कार्यालय
१.	NEA-KHDC-2074/075-07, SQ	चिलिलामा.प.टिठौडमा ग्रामिण विद्युतीकरण कार्य	१,०००/-	४७,०००/००	१७,४१,४७१/४८	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२.०० बजेसम्म	सेन्चुरी कमर्सियल बैंक, खाँदबारी, ०२७०००१४९ CA	नबिल बैंक लि., खाँदबारी, ४१०१०१४००१२८	२०७४/१२/१५ दिनको १४:०० बजे	खाँदबारी वितरण केन्द्र, ०२९-४६१०२८
२.	NEA-KHDC-2074/075-08, SQ	सिलीचोङ, चैनपुर, नुमालगायतका-ग्रामा ११ के.भि. प्रसारण तथावितरण प लाइननिर्माण कार्य	१,०००/-	४४,५००/००	१७,०१,०६४/१८	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२.०० बजेसम्म	सेन्चुरी कमर्सियल बैंक, खाँदबारी, ०२७०००१४९ CA	नबिल बैंक लि.,खाँदबारी, ४१०१०१४००१२८	२०७४/१२/१५ दिनको १४:३० बजे	खाँदबारी वितरण केन्द्र, ०२९-४६१०२८
३.	NEA-DhanDC-2074/075-08,SQ	HT/LT Line Extension Works	१,०००/-	२०,२००/००	८,०४,६८०/९३	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२.०० बजेसम्म	राष्ट्रिय वाणिज्य बैंक धनकुटा राजस्वखाता,४४२	राष्ट्रिय वाणिज्य बैंक धनकुटा, धनौटी खाता,११७०	२०७४/१२/१५ दिनको १४:०० बजे	धनकुटा वितरण केन्द्र फोन ०२६-४२००९१
४.	NEA-IDC-2074/075-05, SQ	LT Line Extension Works	१,०००/००	४४,०००/००	१९,९९,७९३/००	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२.०० बजेसम्म	ग्राइम कमर्सियल बैंक, इटहरी, ०१६००६१७CA	नबिल बैंक इटहरी ०९०६०१७४०००१२	२०७४/१२/१५ दिनको १४:०० बजे	इटहरी वितरण केन्द्र ०२४-४८३४४९
५.	NEA-IDC-2074/075-06, SQ	Office Building Construction Works	१,०००/००	४२,०००/००	१९,०६,४८७/४१	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२.०० बजेसम्म	ग्राइम कमर्सियल बैंक, इटहरी, ०१६००६१७CA	नबिल बैंक इटहरी ०९०६०१७४०००१२	२०७४/१२/१५ दिनको १४:३० बजे	इटहरी वितरण केन्द्र ०२४-४८३४४९

नेपाल विद्युत् प्राधिकरण

विराटनगर क्षेत्रीय कार्यालय, विराटनगर। फोन : ०२१ ४३६३०६

Section II. Instructions to Bidders

Instructions to Bidders

A. General

1. Scope of Works

The Employer invites bids for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The successful Bidder is expected to complete the works as mentioned in the Bidding Data.

2. Eligible Bidder

This Invitation for Bids is open to all registered Bidders with qualifications as described in the Bidding Data.

3.One Bid per Bidder

Each Bidder shall submit only one bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one bid shall cause all the proposals with the Bidder's participation to be disqualified. A firm may participate in more than one bid only as a subcontractor.

4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.

5. Site Visit

The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.

B. Bidding Documents

6. Content of Bidding Documents

The Bidding Documents comprise the documents listed below:

Section

I. Invitation for Bids
II. Instructions to Bidders
III. Sample Forms of Bid, Letter of Acceptance and Agreement
IV. General Conditions of Contract (GCC)
V. Special Conditions of Contract (SCC)
VI. Technical Specifications
VII. Drawings
VIII. Bill of Quantities
IX. Sample Forms of Securities

7. Clarification of Bidding Documents

A prospective Bidder may request clarification on the bidding documents in writing and the Employer shall respond to such request. Copies of the response shall be forwarded to all the purchasers of the bidding documents.

C. Preparation of Bids

8. Language of Bid

All documents relating to the bid shall be in English or in Nepali.

9. Documents Comprising Bid

The bid by the Bidder shall comprise the following:

a. Bid and Qualification/ Eligibility Information

b. Bid Security

c. Priced Bill of Quantities

d. Rate Analysis (optional at request of Employer)

10. Bid Prices

The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid by the Employer.

All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

11. Bid Validity

The bid shall remain valid for the period specified in the Bidding Data.

12. Bid Security

The Bidder shall furnish a Bid Security in Nepali Rupees in the amount specified in the Bidding Data. The Bid Security shall remain valid for a period of 75 days beyond the original validity period for bid and any period of extension subsequently requested by the employer.

The Bid Security shall be in the form of a bank guarantee from a bank acceptable to the Employer or a cash voucher deposited in the Bank Account of the Employer specified in the Bidding Data.

13. Format and Signing of Bids

One original and one duplicate copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data 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. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.

D. Submission of Bids

14. Sealing and Marking of Bids

The Bidder shall submit one original and a duplicate copy of the bid. These bids shall be placed in sealed envelopes. Both the sealed envelopes shall be placed in an outer envelope which shall also be sealed. The inner envelopes shall duly be marked as 'Original' and 'Copy'. The envelopes shall be addressed to the Employer at the address provided in the Bidding Data and bear the name and identification number of the contract.

15. Pre-Bid Meeting

A Pre-Bid meeting if provided for in the Bidding Data *may* be held at least 10 days before the bid submission date at the place, date and time as mentioned in the Bidding Data *if necessary*. Any amendment to be made in the Bid subsequent to the Pre-bid meeting shall be issued within 5 days of the meeting and the Addendum shall be circulated to all the purchasers of the Bidding Document, The Addendum thus issued shall be a part of the Bidding document.

16. Deadline for Submission of Bids

Bids shall be delivered to the Employer at the address no later than the time and date specified in the Bidding Data.

17. Late Bids

Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder.

18. Modification and Withdrawal of Bids

18.1 Bidders may modify or withdraw their Bids after it has been submitted by giving a written notice, duly signed by an authorized representative and shall include a copy of the authorization in accordance with Clause 13 before the deadline prescribed in Clause 16. The corresponding modification of the bid must accompany the respective written notice.

18.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 16 with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

18.3 No bid may be modified after the deadline for submission of Bids.

E. Bid Opening and Evaluation

19. Bid Opening

The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data.

The Bidders' names, the Bid Prices, the total amount of each bid, any discounts, bid modifications and withdrawals, the presence or absence of Bid Security, difference of rate in words and figures, quoted price for alternate technical specification if proposed, whether the Bid Form has signature of the bidder or authorized representative, corrections/effacement or obliteration in bidding document, any remarks made by the bidder in the Bid Form, details of rates if requested and such other details as the Employer may consider appropriate shall be announced by the Employer at the opening.
The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.

20. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

21. Clarification of Bids and Contacting the Employer

21.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 23.

21.2 Subject to Sub-Clause 21.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

21.3 Any efforts by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

22. Examination of Bids and Determination of Responsiveness

22.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

22.3 If a bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

a) The Bid is incomplete
b) The fails to comply with the requirements specified in "Eligible Bidders" under Clause no.2 of ITB .
c) The Bid security is not enclosed in the form attached in Annex or bid security have the less validity period of **75** (Seventy Five) days of Bid bond amount is less than **2.5%**
d) The Bid is received by NEA after the deadline for submission of Bids.
e) The Bid Document submitted are not the documents issued by the NEA
f) The Bid has price escalation clause or does not confirm to the requirements of clause 6.
g) The Bids fails to satisfy that the Bidder if fully cognizant of the scope and details of the work involved.
h) The Bid is not sealed.
i) The Bid is not signed by the Bidder.
j)The Completion time exceeding **30** (Thirty) days
k) Any other clauses put by the Bidder that is not acceptable to NEA.
l) In case of joint venture, the copy of agreement entered into by the joint venture partners not submitted.
m)Incase of joint venture, the proportion of liability between/amongst the joint venture partners not revealed.

23. Correction of Errors

23.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

a where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

b where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross

misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

23.2 The amount stated in the bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid shall be rejected and the Bid Security may be forfeited.

24. Evaluation and Comparison of Bids

24.1 The Employer shall evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 23.

24.2 Further the employer shall evaluate :

a) Whether the construction work plan, work performance schedule and mobilization period is consistent with the requirement of the bidding document or not,
b) Whether the quoted item unit rates in the Bill of quantities are reliable or not,
c) Whether or not the quoted price is unbalanced due to unnaturally high rates quoted by the bidder for work items to be completed in the initial stages of the contract or for work items whose quantities are assumed by the bidder to be underestimated.

24.3 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors pursuant to Clause 23;

24.4 The Employer reserves the right to accept or reject any variation deviation or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in bid evaluation.

24.5 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer's estimate of the items of Work to be performed under the contract pursuant to Sub - Clause 24.2 ,the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder the performance security set forth in clause 28 by additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.

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F. Award of Contract

25. Award of Contract

The Employer shall award the contract to the Bidder who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause2.

26. Employer's Right to Accept any Bid and to Reject any or all Bids

The Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.

27. Notification of Award and Signing of Agreement

27.1 The Employer shall notify it's intention to award the Contract to the successful bidder in accordance with Clause 25 prior to the expiration of the bid validity period and within 7 days of acceptance of his bid. This notification (called the "Letter of Acceptance") shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. The employer shall also provide information regarding the name, address and the contract amount of the successful bidder to all bidders who participated in the bid.

27.2 Any Bidder who is not satisfied with the procurement process or Employer's decision as per Sub - Clause 27.1 and believes that the Employer has committed an error or breach of duty which has or will result in loss to the bidder then the bidder may give an application for review of the decision to the Employer with reference to the error or breach of duty committed by the Employer. The review application should be given within 7 days of receipt of information regarding issue of Letter of Acceptance by the Employer to the successful bidder.

27.3 If the review application is not received by the Employer as per clause 27.2 then the bid of the Bidder selected as per clause 25 shall be accepted by the Employer and the successful bidder shall be notified by the Employer to submit Performance security as per clause 28, within 7 days for signing of an Agreement.

27.4 If the successful bidder fails to deliver the Performance Security and sign the Agreement pursuant to Sub - Clause 27.3 then the Employer shall forfeit the Bid Security of the bidder and accept the bid of immediately next lowest evaluated substantially responsive bidder.

28. Performance Security

Within 7 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in acceptable format to the Employer as specified in Section IX and equal to five percent (5%) of the contract Agreement Amount.

29. Advance Payment

The Employer may provide an Advance Payment on the Initial Contract Price as stipulated in the Letter of Acceptance, subject to a maximum amount as stated in the Bidding Data.

30. Additional Securities

The Contractor shall provide additional Performance Security pursuant to Sub –Cause 24.5

31. Adjudicator

The Employer proposes the person named in the Bidding Data to be appointed as Adjudicator under the Contract, at the hourly fee specified in the Bidding Data, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Contract Data at the request of either party.

32. Conduct of Bidders

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

32.2 The Bidder shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

a) give or propose improper inducement directly or indirectly,

b) distortion or misrepresentation of facts

c) engaging or being involved in corrupt or fraudulent practice

d) interference in participation of other prospective bidders.

e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price..

g) contacting the Employer wit an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

33. Blacklisting Bidder

33.1 Without prejudice to any other right of the Employer under this Contract, Nepal Electricity Authority (NEA) may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 32.2,
b) if the bidder fails to sign an agreement pursuant to Sub - Clause 27.4,
c) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
f) other acts mentioned in the Bidding Data

33.2 A firm declared blacklisted and ineligible by the GoN or *NEA* shall be ineligible to bid for a contract during the period of time determined by the PPMO.

G. Bidding Data

Instruction to Bidders Clause References

A. General

ITB 1	The Employer is: ***Distribution & consumer Service*** ***Biratnagar Regional Office, NEA,*** ***Khandbari Distribution Center, Khandbari, Sankhuwasabha*** ***(Hereinafter the Employer may be referred as NEA)*** The Scope of Work: ***11 kv & LT Line Extension,Transformer Installation Works in*** *Silichong,Num Ga.Pa.,Chainpur Na.Pa. Sankhuwasabha* **.**
ITB 2	Bidder's Eligibility Requirement: a) Registration Certificate b) Business Registration Licence c) VAT and PAN Registration Certificates d) Tax Clearance Certificate or Submissions of Tax Returns up to ***[2073/074BS]*** e) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence. f) Joint Venture Authorization/ Agreement (if any) g) Power of Attorney

B. Bidding Documents

ITB 7	Employer's address for **clarification purposes** is**:** ***Distribution & consumer Service*** ***Biratnagar Regional Office, NEA,*** ***Khandbari Distribution Center, Khandbari, Sankhuwasabha .*** ***Tel: 029-561128, 560078, 561028*** ***R***equests for clarification should be received by the Employer no later than: ***5 days before the last date of BID submission***

C. Preparation of Bids

ITB 8	The language of the bid is: English or Nepali
ITB 11	The bid validity period shall be**:** ***75 days from the last date of Bid submission.***
ITB 12	12.1 The Bidder shall furnish, as part of his Bid, an unconditional Bid security in the amount of 2.5 % (Two and one half percent) of the total Bid price. 12.2 The Bid security shall be denominated in Nepalese Rupees and shall be in one of the following forms. a. The Bid Bond shall be in the form of bank guarantee issued by a Commercial bank in the favor of NEA in the form provided in the Bidding Documents and valid for ***Seventy Five (75) days*** ; b. A certified cheque issued by a Commercial Bank in Nepal in favor of the NEA or the amount deposited to the Bank account of the Employer as mentioned below. 12.3 Any Bid not secured in accordance with 12.1 & 12.2 above will be rejected by NEA as non-responsive. 12.4 An unsuccessful BIDDER'S Bid security will be discharged/ returned as promptly as possible after award of Contract. 12.5 The successful BIDDER'S bid security will be discharged/returned upon the BIDDER'S executing the contract and furnishing the performance Security. 12.6 The Bid Security shall be forfeited: a. If BIDDER withdraws his bid during the period of bid validity specified by BIDDER on the Bid Form, or b. In the case of a successful BIDDER, if the BIDDER fails to sign the contract and to furnish the performance security. The Bank Account of the Employer: 4101017500128 (Security deposit) Nabil Bank , Khandbari, Sankhuwasabha .

ITB 13	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; or akhtiyarnaama. However if the Proprietor him/herself is signing the BID, no power of attorney or akhtiyaarnaama is required.*** ***(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 of Bids

ITB 15	A Pre-Bid meeting ***Shall not*** take place.
ITB 16	The Employer's address for **bid submission purposes** is: ***Distribution & consumer Service*** ***Biratnagar Regional Office, NEA,*** ***Khandbari Distribution Center, Khandbari, Sankhuwasabha .*** ***Tel: 029-561128, 560078, 561028*** **The deadline for bid submission is:** Date: 15th chaitra 2074 Time: Before 12:00 Noon

E. Bid Opening

ITB 19	The bid opening shall take place at: Address: ***Distribution & consumer Service*** ***Biratnagar Regional Office, NEA,*** ***Khandbari Distribution Center, Khandbari, Sankhuwasabha .*** ***Tel: 029-561128, 560078, 561028*** Date: 15th Chaitra 2074 Time: At 14:00 PM

F. Award of Contract

ITB 29	The Advance Payment amount shall be: ***up to 10 % of total Contract amount.***
ITB 31	Adjudicator shall be proposed by the Employer when it is required to solve the disputes between the Employer and Contractor

Special Instruction to Bidders for e-Bidding

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

i. Interested eligible bidders shall, either purchase the hard copy of the Bidding document directly from the Employer's office as specified in the Invitation for Bid (IFB) or shall download the necessary parts of bidding documents from e-procurement section in NEA's web Site http://www.e-nea.org.np. In case, the Bidder choose to download the bidding documents, prepare his/her bids on downloaded documents, and submit his/her bid electronically, **the Bidder is required to deposit the non-refundable fee for the cost of bidding document (as specified in the bid notice) in the bank account specified in the IFB. In addition, electronic scanned copy (*.pdf format) of the Bank deposit voucher shall also be required to be submitted along with the electronic bid files.**

ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorised representative and with seal of the company.

Bill of Quantity (BOQ) with rate, amount, b) Form of Bid, Qualification Information
The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate filename shown in the table below. PDF (Adobe acrobat) version must be 4.0 or above.

S.No.	Document	PDF File name	Requirement	Remarks
1	Form of Bid	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory	
3	Company registration,	Company reg-3	Mandatory	All firms in case of JV
4	VAT/PAN registration	VAT reg-4	Mandatory For National firms	All firms in case of JV
5	Tax clearances certificate for F/Y 2074/075	Tax-5	Mandatory For National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att -6	Mandatory	
7	Joint venture agreement (if any)	JV doc-7	Mandatory	
8	Qualification Information(if any)	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufactures Authorization	Authorization-10	Mandatory	NA
11	Technical Data Sheet	TDS-11	Mandatory	NA
12	Certification Documents	Certifications-12	Mandatory	NA
13	Declaration Form	Declaration-13	Mandatory	

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

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

iv. After preparing all the required bidding documents in PDF, scan files as specified as in (ii).

v. The Bidder shall upload the PDF bid files and submit his/her complete bid online through e-procurement section of NEA's website http://www.e-nea.org.np within the specified date and time.

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

vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of MIS Department of NEA.

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

ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.

x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause-22 with a Substitution letter in PDF file.

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

xii. When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.

xiii. In case, the Bidder choose to download the bidding documents and deposit the cost of bidding document (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the specified Employer's (revenue) account for the said document.

xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website http://www.e-nea.org.np in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

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

i. The Bidder shall submit his bid electronically in PDF files in the manner specified above, and submission of hard copy of "original plus one copy of bid" is not mandatory.

ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission dead line, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures in the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be

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

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

iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and/or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.

v. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.

vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited

a. if the Bidder does not respond and/or submit the documents and or clarifications when requested by the Employer.

b. if major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer

C) Bid Opening for e-submitted Bid

i. Electronically submitted bid shall be opened first at the Bid opening time.

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

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

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

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

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

i. In case of e-submitted Bids, the Employer evaluates the bid based on the information as per electronically bid files. For clarification/verification purpose, the Employer may request the Bidder to submit documents/clarifications.

ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause or forfeiture of bid security shall be applicable.

D) Qualification Information

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

E) Bid Security Format

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

Section III. Sample Forms of Bid, Qualification Information, and Agreement

Bid Form

We have examined the documents and offer to execute the Works in conformity with the Contract for the sum of …….. …….. (in words) ……(in figures) or such other sum as may be ascertained under the contract.

This bid is submitted in one original and one duplicate copy.

We accept the appointment of ***[_____name proposed in Bidding Data]*** as the Adjudicator

[or]

W e do not accept the appointment of ***[name proposed in Bidding Data]*** as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

Signature _____ Date: _____

Name : _____

Designation: _____

Authorised to sign on behalf of (organisation name): _____

Office Stamp of the Organisation: _____

Eligibility Information

Notes to Bidders

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

1. Eligibility Requirements:

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

a)Registration Certificate .
b)Place of Registration .
c)Principal place of Business .
d)Business Registration Licence .
e)VAT and PAN Registration Certificates .
f)Tax Clearance Certificate or Submissions of
Tax Returns as specified in Bidding Data .
g)A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence.
h)Joint Venture Authorization/ Agreement (if any)
i)Power of Attorney

2. Joint Ventures Requirements (if any)

2.1 Attach the power of attorney of the signatory (ies) of the bid authorising signature of the bid on behalf of the joint venture.

2.2 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(d) each joint venture partners shall provide details as per information listed in 1 above.

Form of Contract Agreement

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

Whereas the Employer is desirous that the contractor execute *[name and identification number of contract]* (here in after called "the Works") and the Employer has accepted the bid for _____ *[insert the amount in Nepalese Rupees in numbers and words]* by the contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of _____
was hereunto affixed in the presence of: _____

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

Binding Signature of Employer _____

Binding Signature of Contractor _____

[Addendum showing the corrections if any made during the bid evaluation should be attached with this agreement]

Section IV. General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "**Contract**" means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).

1.1.2 "**Specification**" means the document as listed in the SCC, including Employer's requirements in respect of design to be carried out by the contractor, if any, and any variation to such document.

1.1.3 "**Drawings**" means the Employer's drawings of the Works as listed in the SCC, and any variation to such drawings.

1.1.4 "**Bill of Quantities**" means the priced and completed bill of quantities forming part of the Tender.

1.1.5 "**Bid or Tender**" means the contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

1.1.6 "**Letter of Acceptance**" means the formal acceptance by the Employer of the **bid** or Tender.

Persons

1.1.7 "**Employer**" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee.

1.1.8 "**Contractor**" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.9 "**Party**" means either Employer or the contractor.

Date, Times and Periods

1.1.10 "**Commencement Date**" means the date 7 (Seven) days after the date the Agreement comes into effect or any other date agreed between the Parties.

1.1.11 "**Day**" means a calendar day.

1.1.12 "**Time for Completion**" means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.13 "**Cost**" means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

1.1.14 "**Contract Price**"is the price stated in the letter of

Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

1.1.15 "**Retention Money**" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 11.3.

Other Definitions

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

1.1.17 "**Country**" means Nepal.

1.1.18 "**Employer's Liabilities**" means those matters listed in Sub-Clause 6.1.

1.1.19 "**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.

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

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

1.1.22 "**Site**" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.23 "**Variation**" is an instruction given by the Employer which varies the Works pursuant to Sub-Clause 10.1

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

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

1.1.26 "**Temporary Works**" means all temporary works of every kind (other than contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

1.1.27 "**Adjudication**" means the procedure to be adopted by the contractor and the Employer in solving the dispute if it is not solved amicably pursuant to Sub-Clause 15.1.

1.2 Interpretation

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

1.3 Priority of Documents

The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents

shall be in accordance with the order as listed in the SCC.

1.4 Law The law of the Contract is stated in the SCC.

1.5 Communications Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed.
If a notice given pursuant to Sub-Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.

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

2. The Employer

2.1 Provision of Site The Employer shall provide the Site and right of access there to at the times stated in the SCC.

2.2 Permits and Licenses The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Employer's Instructions The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.

3. Employer's Representatives

3.1 Authorised Person One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.

3.2 Employer's Representative The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.

4. The Contractor

4.1 General Obligations The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.

During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under.

A child who has not attained the age of fourteen (14) years shall not be employed in any work as a labourer.

4.2 Contractor's Representative

The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.

4.3 Subcontracting

The contractor shall not subcontract the whole of the Works. The contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

As stated in the SCC, the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.

4.4.1 Pursuant to Clause no. 28 of ITB, the CONTRACTOR shall furnish a Performance Security to the NEA in the amount of **five (5) percent** of his total Bid Price.

4.4.2 The Performance Security shall be in the form of a Bank Guarantee, acceptable to the NEA, drawn on a commercial Bank in Nepal in the favor of NEA. The Performance Security shall be valid for an initial period of one year pursuant to the conditions stated in these documents. Validity of Performance Bond shall be extended one month period to the expiry date of every extension.

4.4.3 The proceeds of the Performance Bond security shall be payable to the NEA as compensation of any loss resulting from the CONTRACTOR'S failure to complete the works under the CONTRACT. The CONTRACTOR shall cause the validity period of the Performance Security to be extended for such periods as the CONTRACT performance may be pursuant to the General Conditions of Contract.

4.4.4 The Performance Security will be returned to the CONTRACTOR by the NEA not later than thirty (30) days after the date of final acceptance of all works and submission to the NEA by the CONTRACTOR of the Income Tax clearance certificate issued by the concerned GON Tax Office

5. Design by Contractor

5.1 Contractor's Design

The contractor *may* carry out design to the extent specified, as referred to in the SCC. The contractor shall promptly submit to the Employer all designs prepared by him. Within 15 days of receipt, the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The contractor shall not construct any element of the permanent work designed by him within 15 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also

remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

6. Employer's Liabilities

6.1 Employer's Liabilities

In this Contract, Employer's Liabilities mean:

a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,

b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,

c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works,

d. ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the contractor may be responsible for the use of any radio-active material,

e. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

f. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,

g. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,

h. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions,

i. Force Majeure,

j. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure,

k. any failure of the Employer,

l. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer,

m. any delay or disruption caused by any Variation,

n. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement,

o. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and

p. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.

7. Time for Completion

7.1 Execution of the Works

The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2 Programme

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

7.3 Extension of Time

Subject to Sub-Clause 10.3, the contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.
The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date.On receipt of an application from the contractor, the Employer shall consider all supporting details provided by the contractor and shall extend the Time for Completion as appropriate.

7.4 Liquidated Damages for Delay

If the contractor fails to complete the Works within the Time for Completion, the contractor's only liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works. The total amount of Liquidated damages shall not exceed the amount stated in the SCC.

7.5 Bonus

Not applicable.

8. Taking-Over

8.1 Completion

The contractor may notify the Employer when he considers that the Works are complete.

8.2 Taking-Over Notice

The Employer shall notify the contractor when he considers that the contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Works upon the issue of this notice. The contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

9. Remedying Defects

9.1 Remedying Defects

The Employer may at any time prior to the expiry of the period stated in the SCC, notify the contractor of any defects or outstanding work. The contractor shall remedy at no cost to the Employer any defects due to the contractor's design, materials, plant or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the contractor's cost.

9.2 Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials,

plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. Variations and Claims

10.1 Right to Vary

Variations of plus or minus 15% of the works specified in the BOQ shall be made without any change in the net price of the terms & conditions of the Contract.

Variations exceeding plus or minus 15% of the works specified in the BOQ / Price Schedule shall be made at a price and conditions mutually agreed between the Employer & the CONTRACTOR

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10.2 Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The contractor shall take all reasonable steps to minimise these effects.

The contractor's entitlement to extension to Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and has taken all reasonable steps.

10.3 Right to Claim

If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

10.4 Variation and Claim Procedure

The contractor shall submit the Employer an itemised make-up of the value of Variations and claims within 30 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. Contract Price and Payment

11.1 Valuation of the Works

The Works shall be valued as provided for in the SCC, subject to Clause 10.

11.2 Monthly Statements or Running Bill

Payments to be the CONTRACTOR shall be made by the EMPLOYER (NEA) as promptly as possible, after receipt of the invoice / Running Bill. Maximum two numbers of invoices can be submitted for payment through out Contract period. First Invoice submitted shall not be less than 40% of the contract price.

11.3 Interim Payments

Within 30 days of acceptance of each statement, the Employer shall pay to the contractor the amount shown in the contractor's statement less retention at the rate stated in the SCC, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the contractor.

11.4 Payment of First Half of Retention

One half of the retention and any such other retention shall be paid by the Employer to the contractor within 15 days upon expiry of Defects Liability Period.

11.5 Payment of Second Half of Retention

The remainder of the retention shall be paid by the Employer to the contractor within 15 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns.

11.6 Final Payment

Within 45 days of the latest of the expiry of the defects liability period, the contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 30 days after the submission of this final account, the Employer shall pay to the contractor any amount due. If the Employer disagrees with any part of the contractor's final account, he shall specify his reasons for disagreement when making payment

11.7 Currency

Payment shall be in the currency stated in the SCC.

11.8 Delayed Payment

The contractor shall be entitled to pay any interest at the rate stated in the SCC for each day the Employer fails to pay beyond the prescribed payment period.

11.9 Advance Payment

a The Employer may make advance payment to the contractor of the amounts stated in the SCC within 15 days, against provision by the contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid. Interest shall not be charged on the advance payment.

b 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 Employer/ Engineer.

c The advance payment shall be deducted from the contractor's invoice amount / Running Bill. The balance amount shall be deducted from the final invoice (third invoice). The terms for advance payment shall be as per Article 79 of Financial Administration Act, 2063 of NEA.

11.10. Price Adjustment

a) The Contract is subject to price adjustment only for construction material in accordance with this clause. If the Contract Agreement is concluded following the Invitation for National Level Bidding and after the signing of the Contract Agreement if the price of the construction materials stated in the SCC increase or decrease in an unexpected manner in excess of ten (10%) percent in comparison to the base price stated in the SCC, 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
" 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

(c) The Price Adjustment amount pursuant to the clause will be limited to a maximum of 25% of the initial Contract Amount unless otherwise is specified in the SCC.

Since all the construction materials shall be supplied by the employer, Clause 11.10 "Price Adjustment" shall not be applicable for this Contract.

b) The Price Adjustment provision pursuant to Clause 11.10 (a) shall not be applicable 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.

11.11 Local Taxation & Value Added Tax

a. 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.

b. 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.

GON may impose the following taxes on the CONTARACTOR:

i. Value Added Tax (VAT) of 13 (Thirteen) percent shall be imposed on construction unit prices quoted in the Price Schedule prior to any deductions.

ii. Income tax shall be imposed on the CONTRACTOR in accordance with the prevalent rules and regulations of GON, which shall be deducted by the Project at the time of progress payments.

12. Termination of Contract

12.1 Default by Contractor

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

If the contractor has not taken all practicable steps to remedy the default within 15 days after the contractor's receipt of the Employer's notice, the Employer may, by a second notice given

within a further 22 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any contractor's Equipment which the Employer instructs in the second notice to be used until the completion of the Works.

12.2 Default by Employer

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

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

12.3 Insolvency

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

12.4 Termination by Convenience

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

12.5 Payment upon Termination

After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

a. any sums to which the contractor is entitled under Sub-Clause 10.4,

b. any sums to which the Employer is entitled,

c. if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,

d. if the contractor has terminated under Sub-Clause 12.2 or 12.3, the contractor shall be entitled to the Cost of his suspension and demobilisation together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination

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

13. Risk and Responsibility

13.1 Contractor's Care of the Works

The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage occurs as a result of an Employer's Liability, the contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the contractor, his agents or employees.

13.2 Force Majeure

If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment.

If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.

After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

a. any sums to which the contractor is entitled under Sub-Clause 10.4,

b. the Cost of his suspension and demobilisation,

c. any sums to which the Employer is entitled.

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

14. Insurance

14.1 Extent of Cover

The contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

a. for loss and damage to the Works, Materials, Plant and the contractor's Equipment,

b. for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the contractor's performance of the Contract, including the contractor's liability for damage to the Employer's property other than the Works, and

c. for liability of both Parties and of any Employer's representative for death or injury to the contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

14.2 Arrangements

All insurances shall conform with any requirements detailed in the SCC. The policies shall be issued by insurers and in terms approved by the Employer. The contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

14.3 Failure to Insure

If the contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the contractor.

15. Resolution of Disputes

15.1 Adjudication

If any dispute shall arises out of or in connection with the Contract, including any valuation or other decision of the Employer, then the parties shall attempt to settle such dispute amicably within 15 days of the notification of the Employer's decision. However if the dispute is not settled amicably or no attempt is made to settle the dispute amicably then the dispute shall be referred by either Party to adjudication in accordance with the attached Rules of Adjudication ("The Rules"). The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 30 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction, as per sub clause 15.2 shall be referred to a single arbitrator under the rules specified in the SCC. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the SCC. Any hearing shall be held at the place specified in the SCC and in the language referred to in Sub-Clause 1.5.

16.Conduct of Bidders

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

16.2 The Bidder shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

h) give or propose improper inducement directly or indirectly,

i) distortion or misrepresentation of facts

j) engaging or being involved in corrupt or fraudulent practice

k) interference in participation of other prospective bidders.

l) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

m) collusive practice among bidders before or after submission of bids for distribution of works among

bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price..

n) contacting the Employer wit an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

17. Blacklisting Bidder

17.1 Without prejudice to any other right of the Employer under this Contract, Nepal Electricity Authority may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

g) if it is proved that the bidder committed acts pursuant to the Sub - Clause 16.2,
h) if the bidder fails to sign an agreement pursuant to ITB Sub – Clause 27.4,
i) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
j) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
k) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
l) other acts mentioned in the Bidding Data

m) A firm declared blacklisted and ineligible by the NEA or GoN shall be ineligible to bid for a contract during the period of time determined by the NEA /PPMO/GoN.

18. Transportation of construction materials

The CONTRACTOR is solely responsible for transportation of all materials from site store to the work site.

19. Tree cutting and trimming

Any tree cutting or tree trimming authorized and directed shall be accomplished by the CONTRACTOR under the direct supervision of NEA by their own cost.

All cuttings shall be removed by the CONTRACTOR with disposition of cutting as specified by NEA

20. Liability for losses of materials

The CONTRACTOR shall indemnify and keep indemnified the NEA against all losses of materials until the handover of the work has been done

21. Inspection

Employer's representative shall inspect the site during transportation, excavation, erection, backfilling, stringing and bush cutting or during other time. CONTRACTOR if necessary shall modify and improve his work as per instruction during inspection. The performance of work must meet the requirement of the specification.

Section V Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

Item	Clause	Data
Documents forming the Contract listed in the order of priority	1.1.1	**Document** (delete if not applicable) a. The Agreement b. Special Conditions of Contract c. General Conditions of Contract d. The Technical Specifications e. The Drawings f. The contractor's tendered design (if any) g. The Bill of Quantities h. ……..(if any) ……(if any
Time for Completion	1.1.12	***30 days from the date of Contract agreement.***
Law of Contract	1.4	Applicable Law of Nepal
Language	1.5	English or Nepali
Provision of Site	2.1	After submission of the Programme by the Contractor
Authorised person	3.1	Shall be informed to the Contractor after the contract agreement has been made**.**
Name and address of Employer's representative (if known)	3.2	Shall be informed to the Contractor after the contract agreement has been made
Performance security : Amount Form	 4.4 4.4	 5 % of the contract price Attached in section X
Requirements for contractor's design (if any)	5.1	Specification Clause No's…….
Time for the submission of programme	7.2	Within 7 days of after the Contract agreement signed and before the commencement date
Liquidated Damages for Delay	7.4	0.05% of Contract Price per day up to a maximum of 10%* of sum stated in the Agreement
Bonus or early completion (if any)	7.4	Not Applicable
Period for notifying defects	9.1	365 days calculated from the date stated in the notice under Sub-Clause 8.2.
Daywork rates (if any)	10.2 (e)	Not applicable

Valuation of the Works*	11.1	A. Payments shall be made adhering to actual measurements strictly. For any variations in quantity at the unit rate of the bid shall prevail. B. The payment will be deducted for work short or disqualified if any. C. No extra payment will be made for any difficulty in transportation, excavation, backfill etc. due to geological, topographical or climatic conditions. D. No extra payment will be made for modifications required due to appropriate creation or some improvements instructed during inspection by Project Chief or his representatives. E The payment shall be only done after the submission of Structure data sheet with their invoice including printed constructed line route alignment map duly certified from the Site-In charge and Engineer stating the pole type, length of line and materials used. The sample format of Structure data sheet is enclosed in Section XII.
Percentage of value of Materials and Plant	11.2 (b)	Not Applicable
Percentage of retention	11.3	5% of each Payment made to the Contractor
Currency of payment	11.7	Nepalese Rupees
Rate of interest	11.8	Not applicable
Advance Payment	11.9	Up to 10 % of the contract price
Price Adjustment Base Price	11.10.	Not applicable
Insurances	14.2	**Type of Cover** / **Amount to Cover** The Works.Material.Plant And Fees — The Sum stated in the Agreement plus 15% Contractor's Equipment — Full Replacement Cost Third Party injury to persons and damage to property Workers . — Insert amount per person, number of persons and number of occurrences (All the risks of plant, material's and labour shall be borne by the contractor till the period of warranty . The contractor may insure to cover his risks) . — As per Labour Act of Nepal
Adjudication	15.1	Appointing Authority: Nepal Council of Arbitration (NEPCA}
Arbitration	15.3	Arbitration Rules : Nepal Council of Arbitration(NEPCA}

		Appointing Authority: Nepal Council of Arbitration (NEPCA} Place of Arbitration: [insert place] Language; English ,Nepali

Section VI. Technical Specification : Include general Specification and Construction Standards

GENERAL SPECIFICATIONS

1.General

This General specification, together with the construction standards, shall govern the performance of the works and shall be the basis for inspection and acceptance of the worker by the project.

The general specification shall be followed at all times by the contract form, unless specifically expected in writing by the project or unless some aspects of the works covered by these general specifications are not required by the scope of work.

1.1 Proposed transmission line route map shall be forwarded to the successful bidder.

1.2 However the site engineer may change the line route if necessary as per the site condition.

2 Material storage

2.1 Receipt and return of materials

a. The contractor shall receive all materials and equipment furnished by the project for the work at the project warehouse. The contractor shall provide all labour, equipment and vehicles to load and transport the said materials and equipment to the contractor's storage facilities and work sites as required.

b. The contractors shall transport all materials and equipment to the warehouse of the project, which has to be returned on completion of the works whether they are new, ,excess damaged or reclaimed materials.

2.2 Contractor's storage facility

The contractor shall be financially responsible for secure and proper storage of materials prior to installation of the materials and equipment to prevent loss, pilferage or damage to any materials .

2.3 storing at work site

Extended storage of materials along the route of lines shall not permitted. All small items of materials shall be provided to the work crews on a daily basis and no small items of materials may be stored on the work site overnight

3 Excavation

3.1 All excavations made for the installation or demolition of facilities shall be accomplished in timely manner according to the scheduled installation. Required excavations shall be opened, material installed and back fill placed, as specified in a continuing operation to the greatest extent practicable.

3.2 Any excavation left open during discontinuous construction which is accessible to the public or along public through fare hall be covered or barricaded and marked by suitable visual means to prevent a public hazard.

3.3 All excavations shall be back filled with excavated materials or as specified for the installation. Back fill shall be free of foreign materials and shall be well tamped with excess back fill grade over the excavated area to prevent depression resulting from eventual natural compaction. Large amounts of excess back fill shall be removed from the site by contractor. The contractors shall provide suitable black fill materials for excavations where exiting removed materials is insufficient or inappropriate to provide suitable grading of the excavated area.

4 Pole setting

Poles shall be set in accordance with the appropriate sections of the construction standard.

CONSTRUCTION STANDARDS

1.Poles

1.1 Poles:

Poles shall be Steel Tubular Poles (Folding type) and to be erected at the locations in accordance with the Construction plan and instruction of engineer.

1.2 Pole Fitting:

Steel Tubular Poles (Folding type) as indicated in Price schedule should be assembled according to the instruction given by Site Supervisor. Pole fittings include the Cross arm, Bracing, pole clamps, and others for 10m. long pole and D-Iron, pole clamps etc.

1.3 Pole Erection:

Pole shall be erected to the Ground to the depth of One sixth of it's length as specified in Drawing. Before setting a pole , the bottom of the pole shall be cleaned of free soil, or firmly tamped, to prevent the hole from setting. Pole holes shall be dug large enough in diameter to admit a tamping bar all around the periphery of the pole and shall have a uniform diameter at the top and bottom.

The stability of the pole, particularly unsteady pole, is greatly influenced by the size of the pole hole, the nature of the soil and the care exercised in back filling and ramming.

Poles shall be set to stand perpendicular, except at terminals, angles and other point of excessive strain where they shall be given a rake not to exceed 10 centimeters against the direction of strain. Poles located in the sides of banks or other locations where washouts can occur shall be protected by suitable cribbing, or shall be referred to the engineer for recommended action.

After the pole is in a position and hole is backfilled and tamped, soil shall be piled and packed firmly around the pole. Pole setting shall be inspected prior or acceptance and any incomplete back filling shall have to be refilled.

Erected pole shall have to be removed if any as instructed by Engineer/Supervisor so not to letting any damages to the poles and the pit should be filled with the soil perfectly.

1.4 Pole Framing

Pole and structures shall generally be framed in accordance with these standards. Where special farming requirments are necessary, the Engineer shall provide traming instructions for the specific structure.

Each cross arms shall be fixed to the pole by a pole clamp or Nutbolts of sufficient length to pass completely through pole and cross arms and receive their full complement of nuts. Bolts of proper length shall be used.D-Iron are fixed with help of proper size of Nuts and Bolts.

1.5 Field Modifications

Any time Galvanized hardware is modified in the field for construction purposes by drilling, ramming, fitting, or sawing, the area of the steel exposed shall be coated with zinc-Rich paint to protect the steel from corrosion.

2. Conductor stringing

2.1 General

The conductor to be used for 11 KV Line is 0.05 sq. inch ACSR "Rabbit" conductor as specified in the Price schedule. The stringing shall be done with proper tension, to the satisfaction of the Engineer or his authorised representative. The connections like jump ring etc. shall be done according to the best engineering practices to the satisfaction of the Engineer. If the stringing work is not done per the instructions, the Engineer may ask the contractor to repeat the work for which no additional amount can be claimed by the contractor.

2.2 Stringing

Attach targets to each structure, at a distance below each point of support of conductor equal to required sag, Sight from one target to the other. The line of sight between targets may be horizontal or inclined. Drawing the conductor up to the proper sag, that will be reached when its lowest point will be in line with the targets.

Where terrain and or length of span is such that the targets would fall below the ground line, the difference in elevation between the lower conductor attachment and the lowest point of sag below support, will be furnished by the Engineer in the table form.

In general, the use of dynamometers and similar apparatus is not recommended for sagging conductors. Dynamometer are to be checked for accuracy before using.

For stringing aluminium conductors of all sizes, stringing sheaves or roller shall be used to support the conductor as it is pulled out and sagged. Stringing sheaves or rollers shall be used regardless of size of aluminium conductors.

Stringing sheaves shall be suspended at each insulator support in such a position that the conductor in passing over the sheaves, will be at approximately the elevation at which it finally will be held by the conductor clamp. Stringing sheaves shall have a diameter at least 20 times the conductor diameter and so finished as to prevent damage of any kind to the conductor are calculated on the basic of non pre stressed conductor.

For this reason, the conductors of this type shall be pulled to sag which are less than those shown by the charts.

Special care shall be taking at all times to prevent the conductor from becoming kinked, twisted or abraded any manner. Where it is necessary to drag conductor in the ground the conductors shall be protected by covering all stones, other objects which might damage the cable with boulders or trees or suitable pieces of lumber. These requirements are especially important when Aluminium conductor is being handled on river crossing spans, floats with rollers shall be used to prevent the conductor from dragging along the river bottom.

2.3 Conductor attachment

Conductors shall be secured to pin Insulators/Shackle insulator with the wire Conductors shall be connected to dead end assemblies in accordance with the standard practice.

2.4 Sagging

Conductors shall be sagged in accordance with the sag chart attached herein. The importance of careful sagging of conductors cannot be over emphasized. Conductors have definite characteristics that control their behaviour resulting from changes at temperature or loading (wind and /or ice of wet snow).

Conductors must not sagged too tightly (less than specified sag) as tensions may be

such as to result in conductor or structure failure.

Conductors sagged too loosely (more than specified sag) may contact adjacent conductors or facilities. Excess sag can reduce clearance beneath the line to the point of danger.

3. Installation of Stays

3.1 Where stays are installed at a line angle structure, line of stay shall bisect the out side line angle.

3.2 Stay Rods shall be as long as practical to maximize the included angle at point of attachment between the poles and the stay. The included angle shall not be less than 30 degree. Stay set shall be installed as per the Drawing attached herewith.

3.3 Stay and stay rods shall be so that the axis of the rod and line of stay shall be straight. The above ground portion of the stay rod shall be bent at an angle to connect a stay wire. If this occurs, stay and stay rod shall be reset. No more than 45 centimeters at the stay rod shall be exposed above ground after the stay is set.

3.4 If the gravel backfill is required to set stay in soft or unstable soil gravel backfill shall be done.

4. Transformer Mounting

Each transformer shall be so mounted on the platform that the centre of the transformer is in the middle of the platform. Deviations are not permitted from this rule.

5. Grounding Procedure

5.1 Purpose

Grounding conductors and electrodes (ground plates) are installed on poles and structures to provide a low impedance path to ground for fault currents and over voltages and current waves initiated by lightning strokes. The objective is to minimize possible difference in potential between normally non-current carrying parts and from those parts to ground. It is also necessary to provide a current path to ground to enable protective devices to quickly de energize the circuit under over voltages and over current conditions.

5.2 Parts to be grounded

The following parts shall be grounded

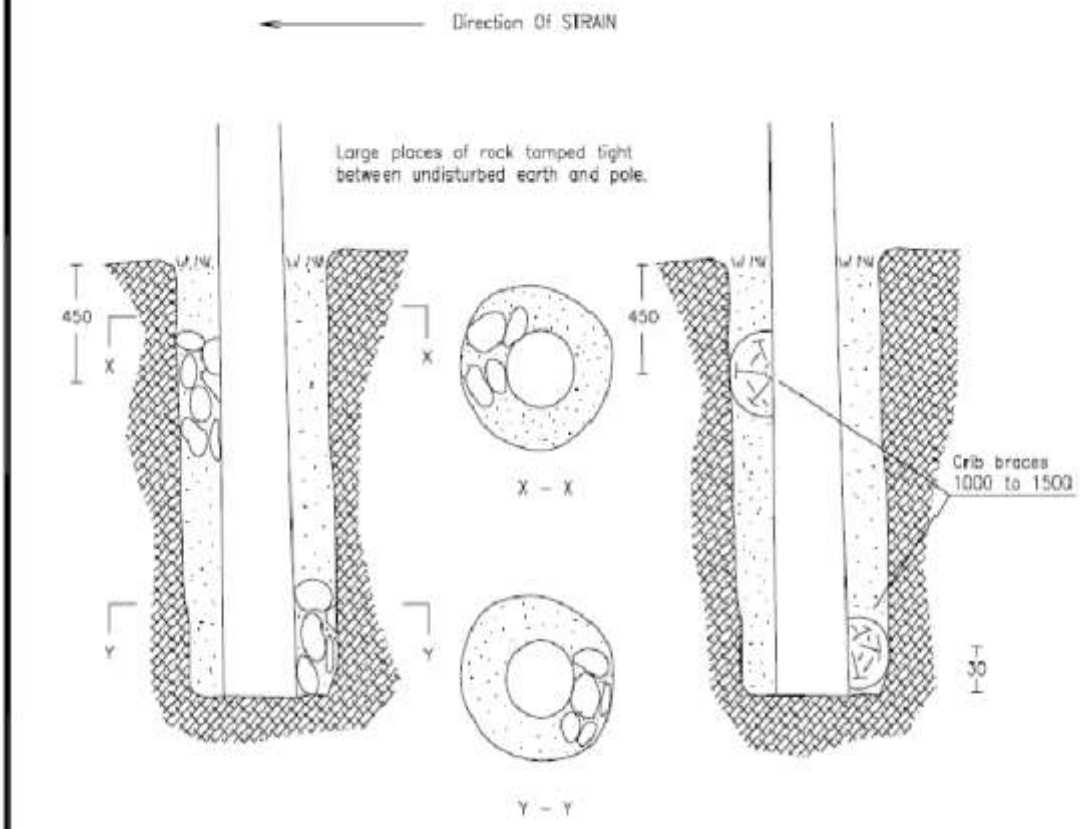
a) Surge arrester ground studs.

b) Normally non-current carrying parts of the transformers,

c) Low voltage neutral points of the transformer.

Section VII. Drawings :

Drawings

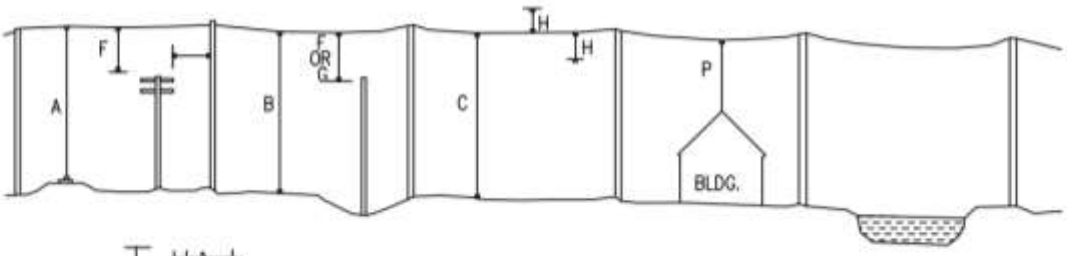


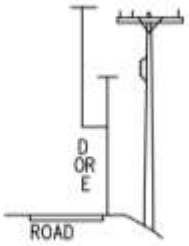
For use where ground is solid or compact.

For use where ground is soft

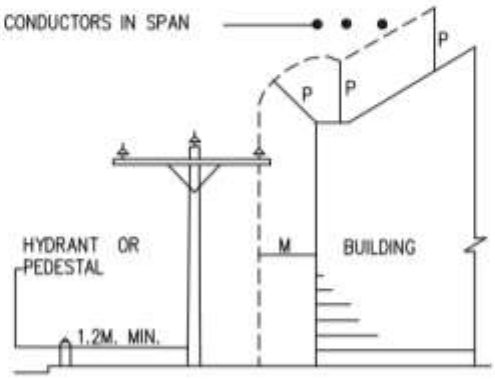
NOTE:
CRIBBING FOR POLES WITHOUT CONCRETE FUNDATIONS.

Drawing	Pole Burial	NEPAL ELECTRICITY AUTHORITY
CSG-POLE-02		**Baglung Distribution Center**
		Distribution and Consumer Service Directorate





POLES ADJACENT TO ROADS



MINIMUM CLEARANCE FROM BUILDINGS

LOCATIONB	VOLTAGE	CLEARANCE (METER)
M	0 – 11.000 V.	1.20
	11.000 – 33.000 V.	1.83
P	0 – 11.000 V.	2.44
	11.000 – 33.000 V.	3.65

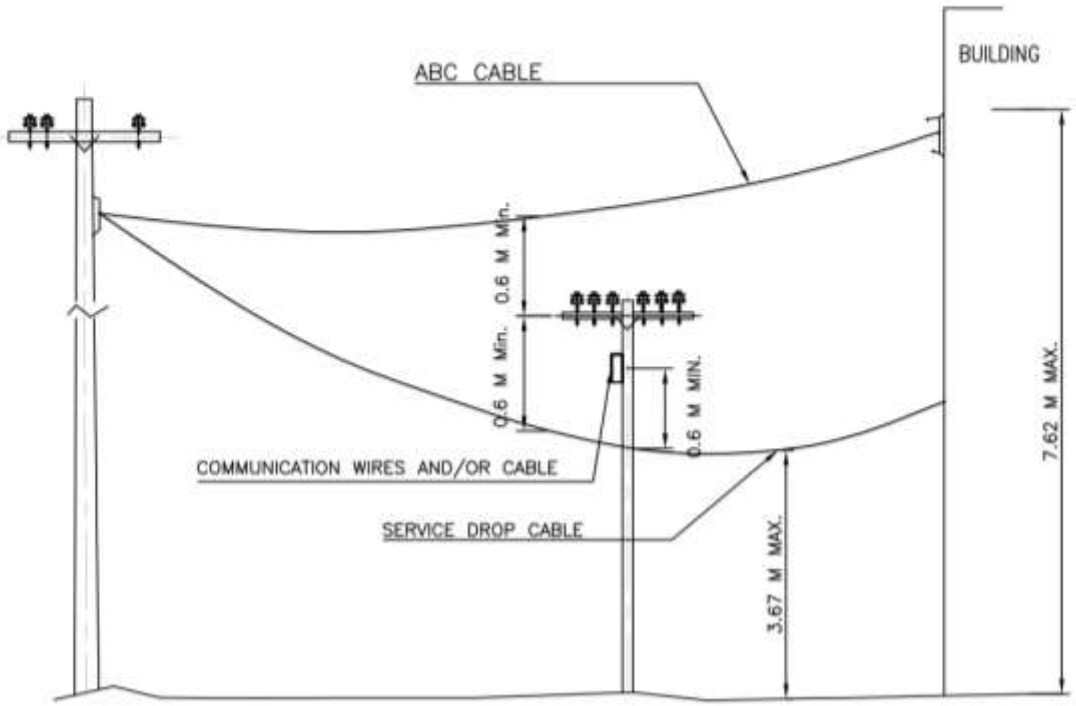
CLEARANCE M ALSO SPECIFIED HORIZONTAL CLEARANCE FROM BALCONIES.

	CROSSING OVER	VOLTAGE OF CIRCUIT CROSSING	METER
A	RAILROAD OR TURNPIKE	STAY & CABLE MESSENGER	7.10
		0 – 650 V.	7.10
		651 – 33.000 V.	7.60
B	ROAD, STREET, HIGHWAY OR LIMITED ACCESS HIGHWAY –	STAY & CABLE MESSENGER	5.80
		0 – 650 V.	5.80
		651 – 33.000 V.	6.10
C	AREAS ACCESSIBLE TO PEDESTRIANS ONLY	STAY & CABLE MESSENGER	4.60
		0 – 650 V.	4.60
		651 – 33.000	5.50
	LINE ALONG SIDE OF		
D	MAIN HIGHWAYS STREETS OR ALLEYS	STAY & CABLE MESSENGER	5.50
		0 – 650 V.	5.50
		6581 – 33.000 V.	6.10
E	RURAL ROADS NO VEHICLE CROSSING UNDER	STAY & CABLE MESSENGER	4.60
		0 – 650 V.	4.60
		651 – 33.000 V.	6.00

CONDUCTORS AT LOWER LEVEL / CONDUCTORS AT HIGHER LEVEL		SERVICE DROP 0 – 650 V	OPEN SUPPLY WIRES 0 – 650V	OPEN SUPPLY WIRES 651 – 11000 V	OPEN SUPPLY WIRES 33000 V	STAYS AND SUPPLY CABLES ON GROUNDED MESSENGER
F	COMMUNICATION WIRES	0.60 M.				
	COMMUNICATION CABLES AND MESSENGER	0.6 M. OVER 1.2 M. UNDER	1.38	2.15	—	0.60
G	SUPPLY CABLES ON EFFECTIVE GROUNDED MESSENGER	0.6 M. OVER 1.2 M. UNDER	0.60	0.60	—	0.60
H	OPEN SUPPLY WIRES 0 – 650 V.	—	1.30	1.80	2.70	0.60
	651 – 11,000 V.	—	—	1.20	—	1.20
	GUYS SERVICE DROPS 0 – 650 V.	0.60	0.60	1.20	—	—

VOLTAGE SHOWN ARE PHASE TO GROUND VALUES.

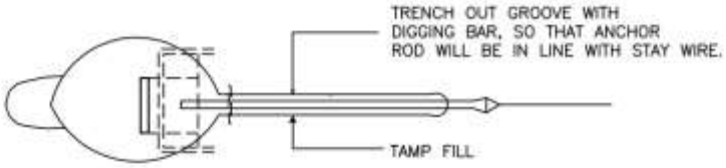
Drawing	Conductor Clearance	NEPAL ELECTRICITY AUTHORITY
CSG-CLR-01		**Technical Services / Commercial Department**
		Distribution and Consumer Services

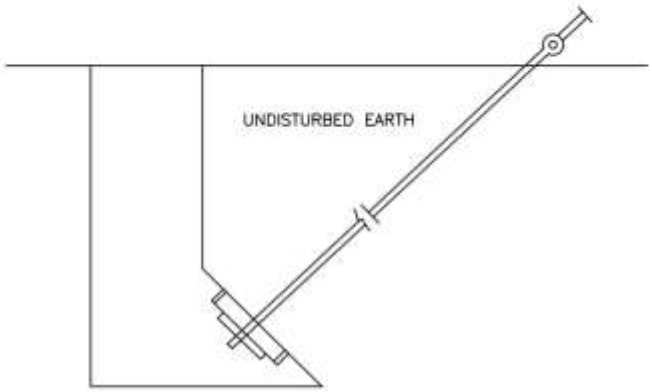


SERVICE DROP — Install service over communication facilities where practical and attach to ploe when available; otherwise cross under communication facilities; with proper clearance.

SERVICE DROP (0–600V) CROSSING OVER	CLEARANCE
DRIVEWAY TO RESIDENCE GARAGE OF OVER PARKING LOT EXCLUDING TRACKS	3.67 M.
DRIVEWAY AND COMMERCIAL PARKING LOT OR AREA SUBJECT TO TRUCK TRAFFIC	4.57 M.

Drawing	Conductor Clearance	NEPAL ELECTRICITY AUTHORITY
CSG-CLR-02		**Technical Services / Commercial Department**
		Distribution and Consumer Services

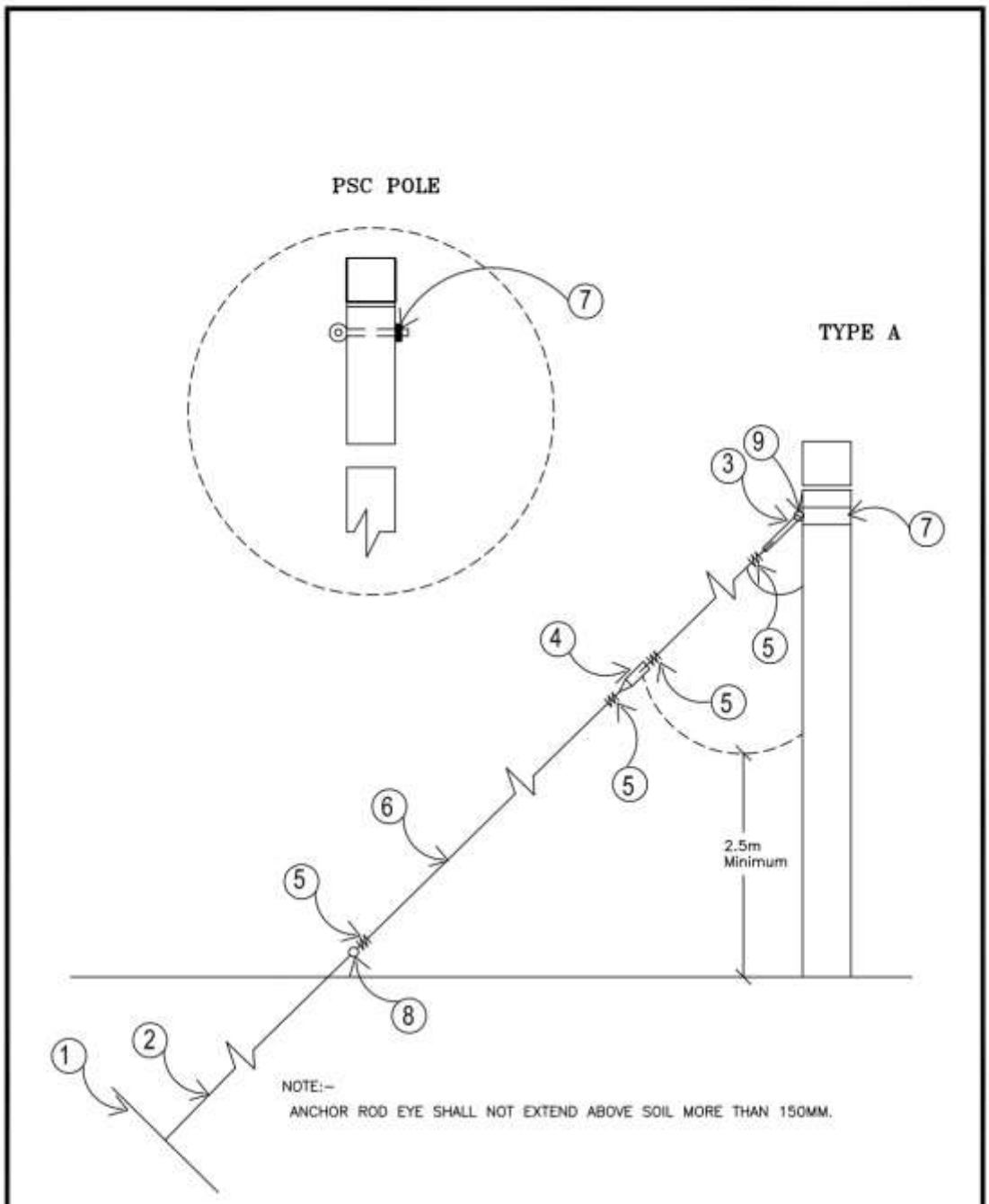




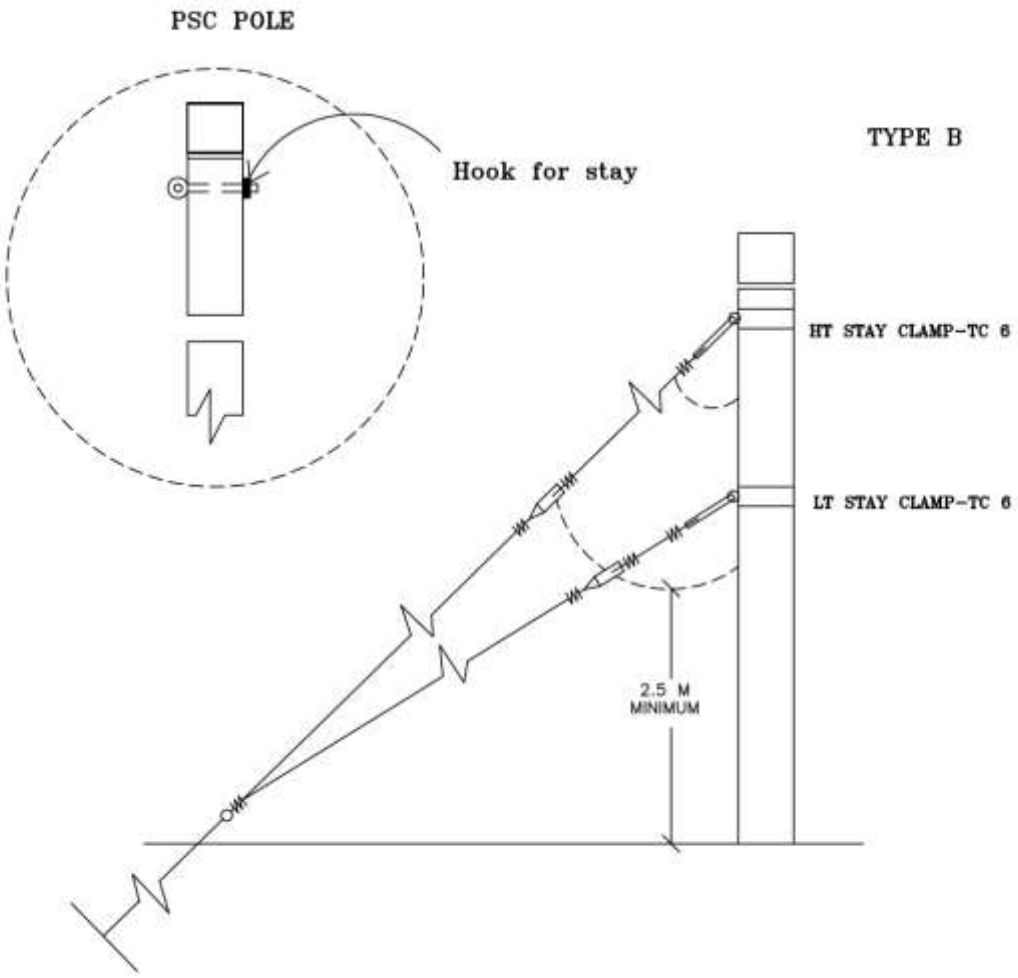
MAKE UNDERCUT AT BOTTOM OF ANCHOR HOLE,
PLATE TO BEAR AGAINST UNDISTURBED EARTH.

1. BACKFILL SHALL BE THOROUGHLY TAMPED.
2. BACKFILL FOR ANCHORS PLACED IN SOFT OR UNSTABLE SOIL SHALL BE 50MM GRAVEL PLACED TO DEPTH OF 1000 MM ABOVE ANCHOR PLATE.

Drawing **CSG-STAY-01**	**Stays and Anchors**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services



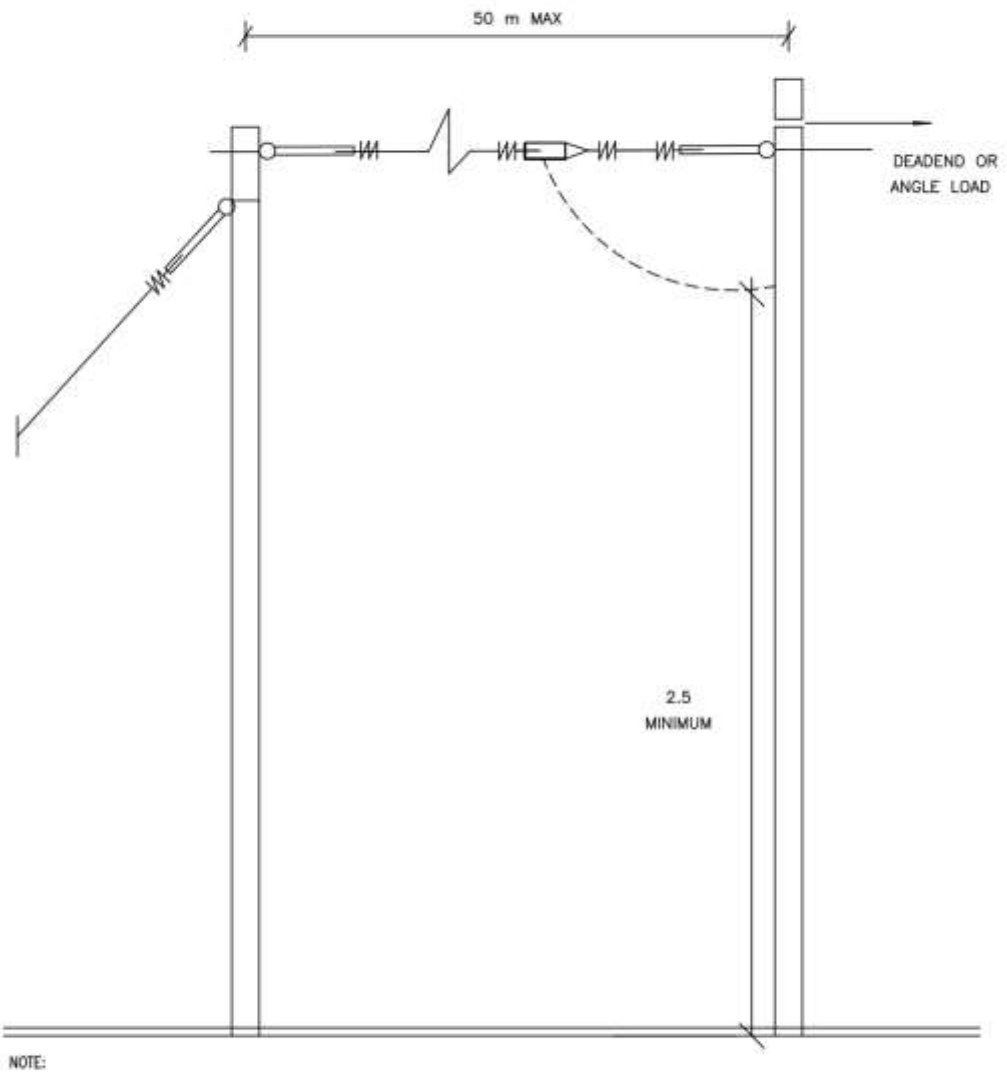
Drawing	Stays and Anchors	NEPAL ELECTRICITY AUTHORITY
CSG-STAY-02	**HT and LT Stay - Type A**	**Technical Services / Commercial Department**
		Distribution and Consumer Services



NOTE:
STAY ROD EYE SHALL NOT EXTEND ABOVE SOIL MORE THAN 150mm.

Drawing	Stays and Anchors	NEPAL ELECTRICITY AUTHORITY
CSG-STAY-03	**HT and LT Stay - Type B**	**Technical Services / Commercial Department**
		Distribution and Consumer Services

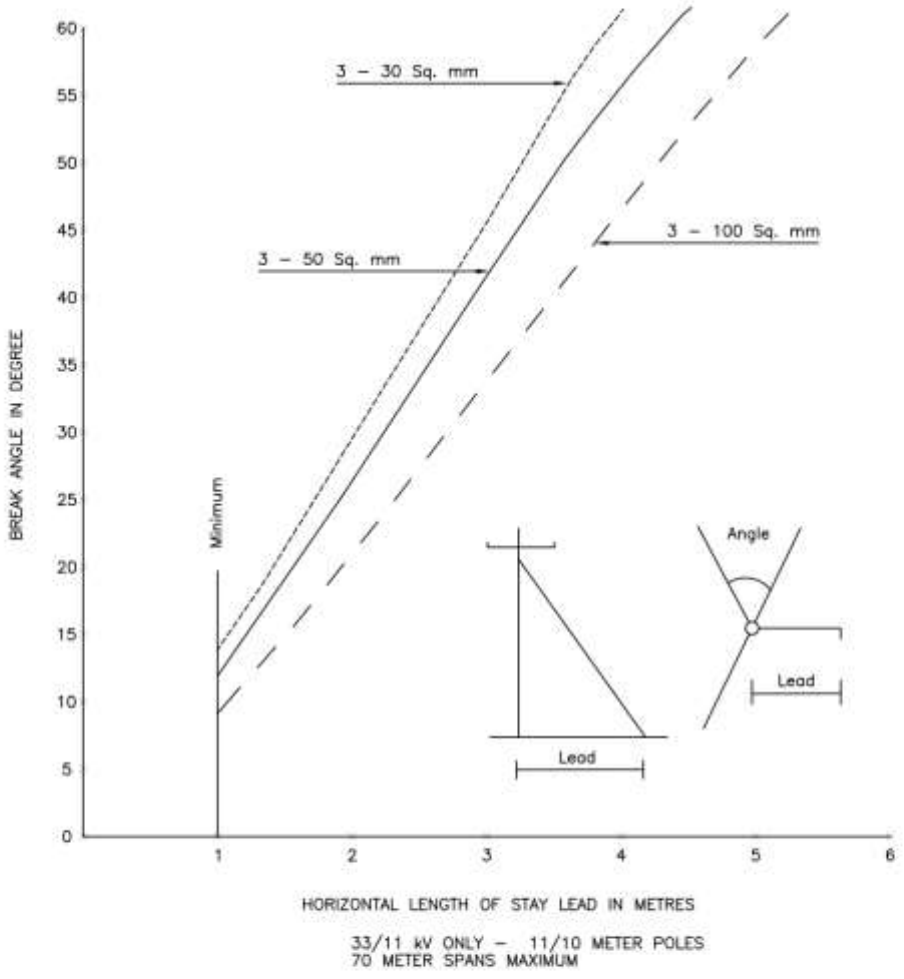
TYPE C



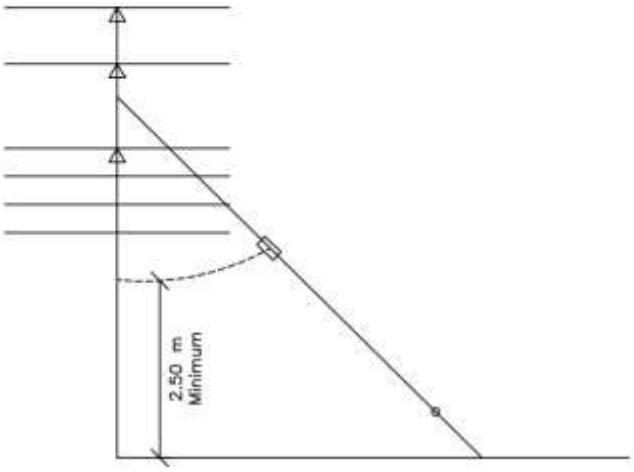
NOTE:

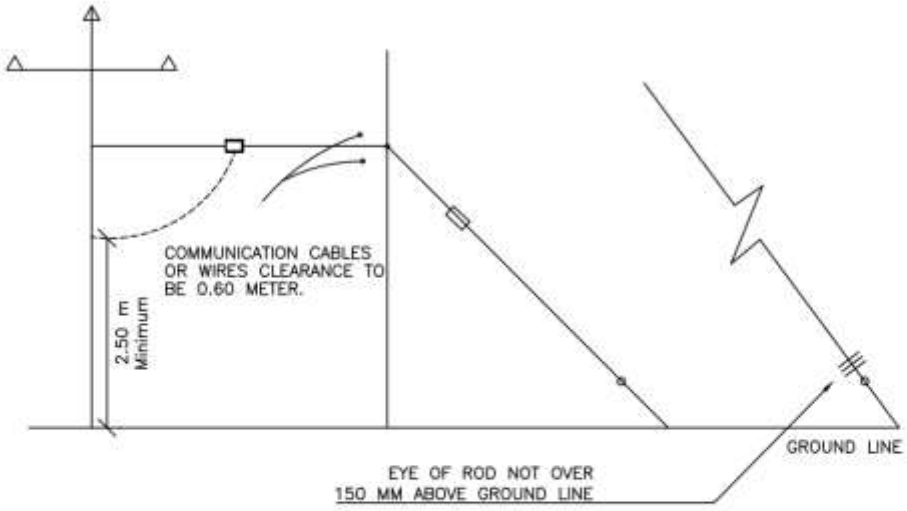
SPAN OF STAY SHALL BE LIMITED TO A MAXIMUM LENGTH OF 50 METERS.

Drawing **CSG-STAY-04**	**Stays and Anchors** **HT and LT Stay - Type C**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services

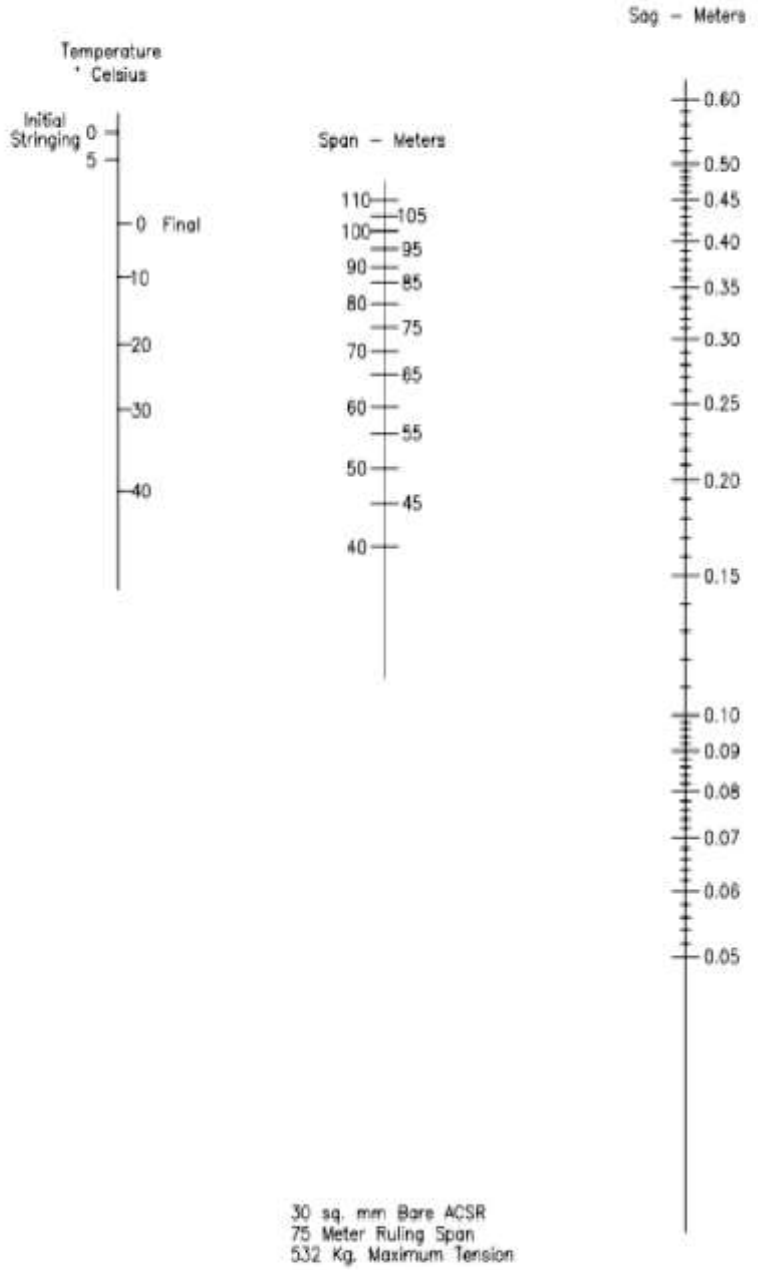


Drawing	Minimum Lead for Side	NEPAL ELECTRICITY AUTHORITY
CSG-STAY-07	**Angle Stays**	**Technical Services / Commercial Department**
		Distribution and Consumer Services

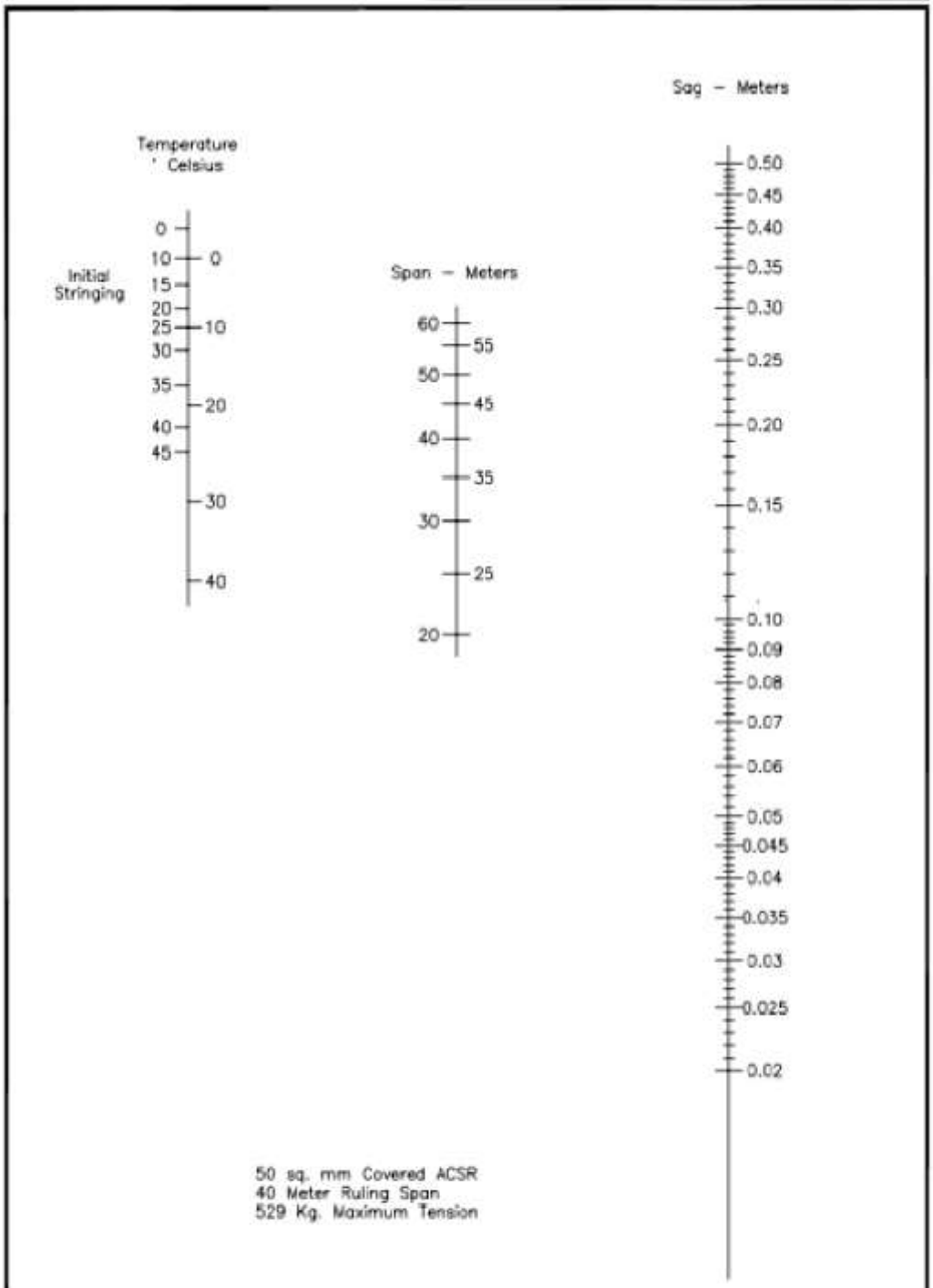




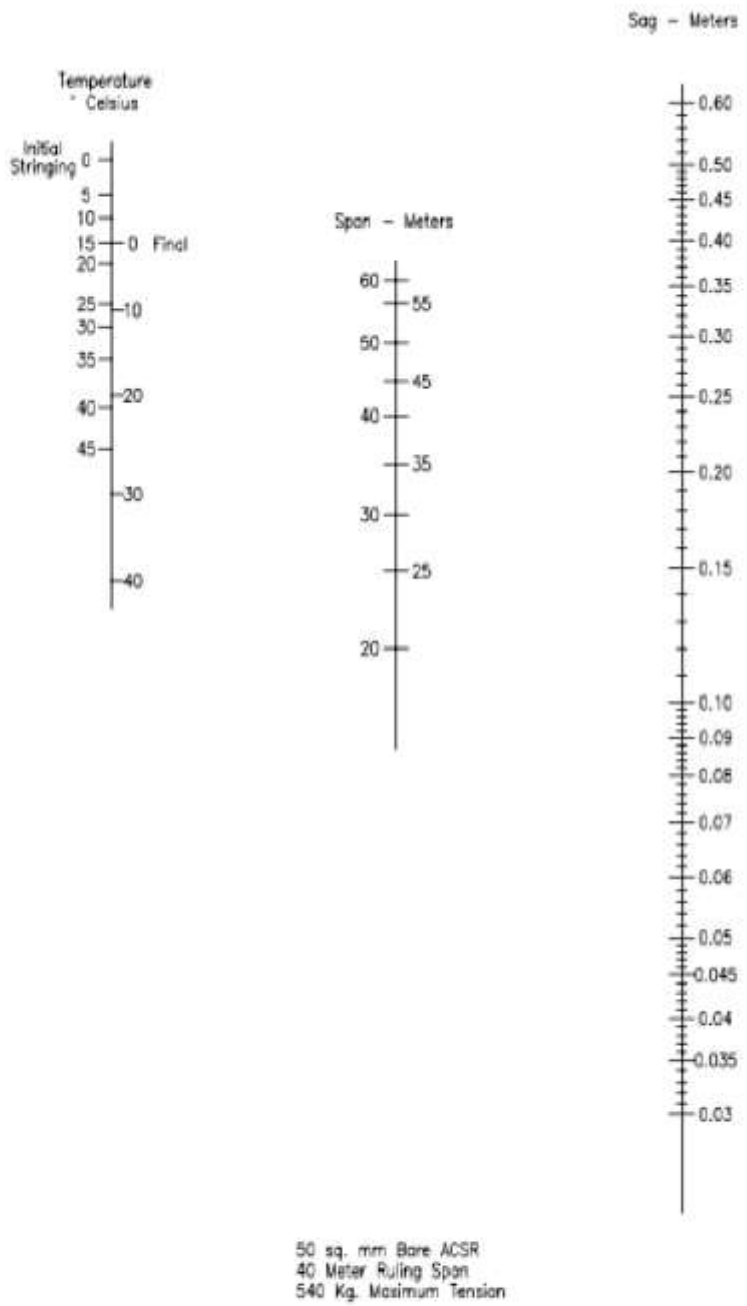
Drawing **CSG-STAY-06**	**Stays and Anchors**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services



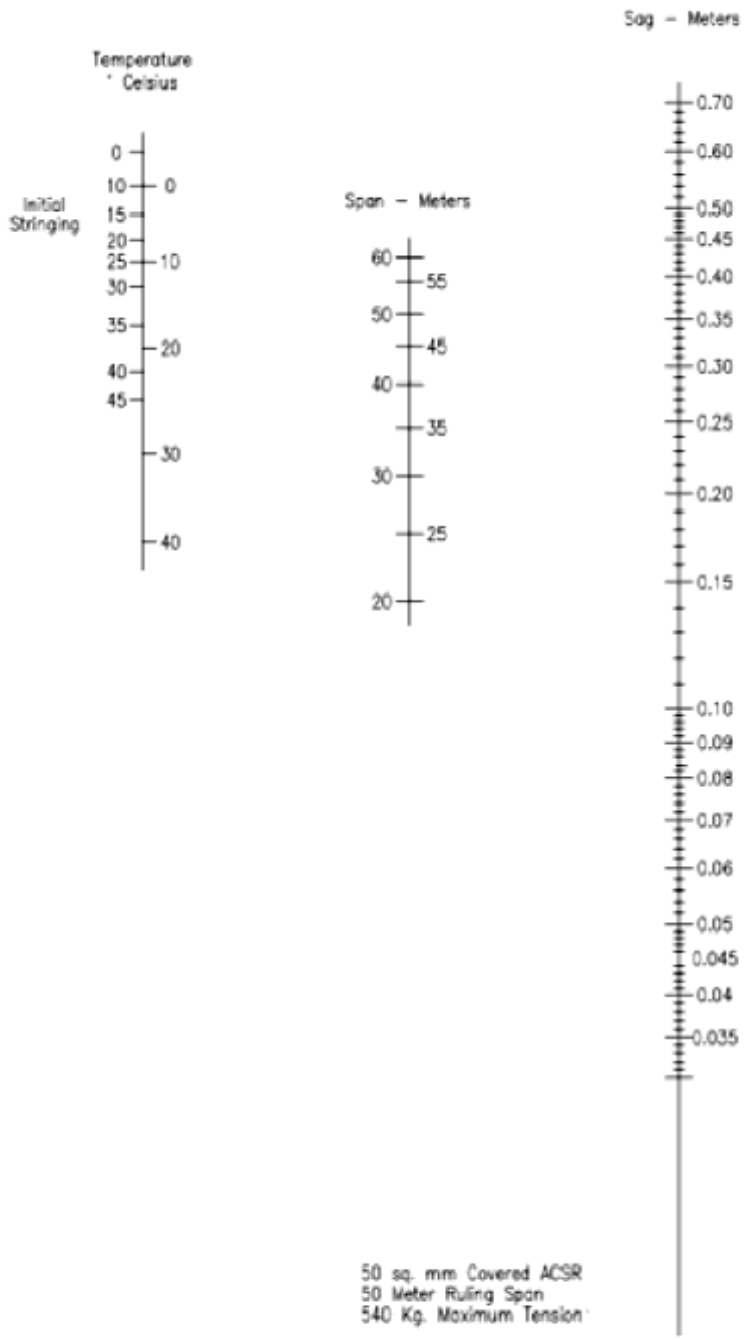
Drawing	Sag Chart	NEPAL ELECTRICITY AUTHORITY
CSG-SAG-12	**30 sq. mm ACSR**	**Technical Services / Commercial Department** Distribution and Consumer Services



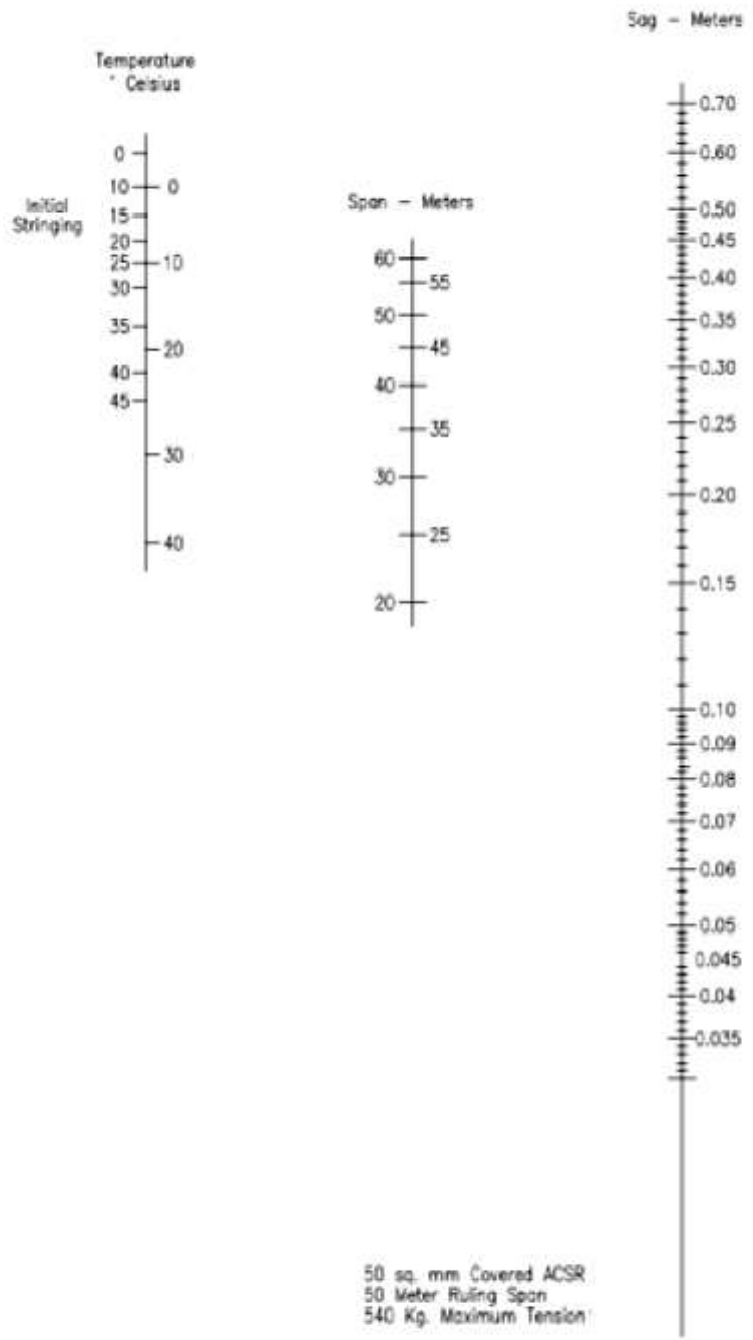
Drawing **CSG-SAG-06**	**Sag Chart** **50 sq. mm ACSR**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services



Drawing **CSG-SAG-07**	**Sag Chart** **50 sq. mm ACSR**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services



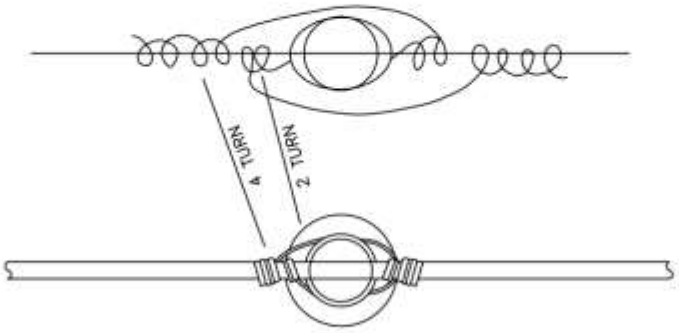
Drawing **CSG-SAG-08**	**Sag Chart** **50 sq. mm ACSR**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services



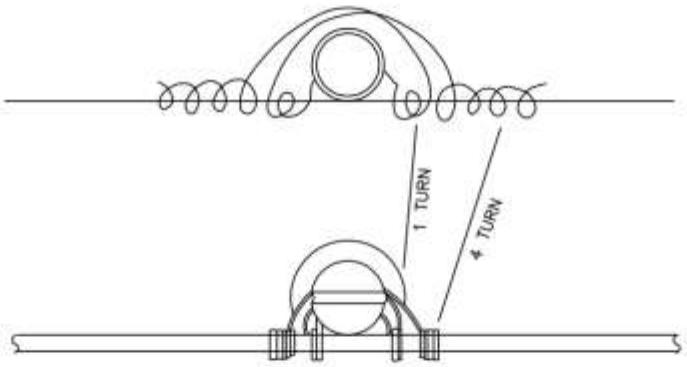
Drawing **CSG-SAG-08**	**Sag Chart** **50 sq. mm ACSR**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services

JUMPER TIES

TOP GROOVE



SIDE GROOVE

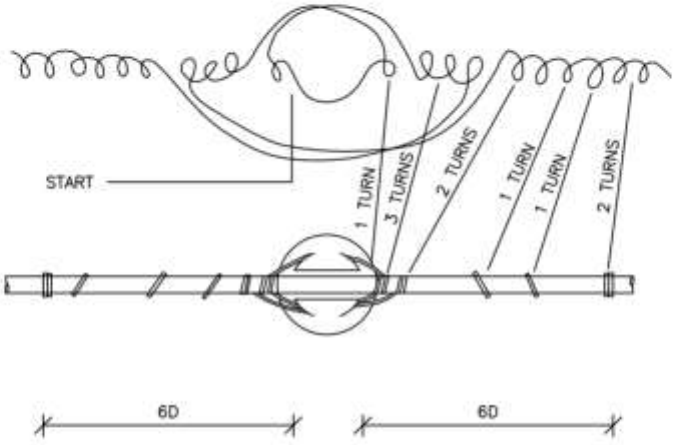


NOTES

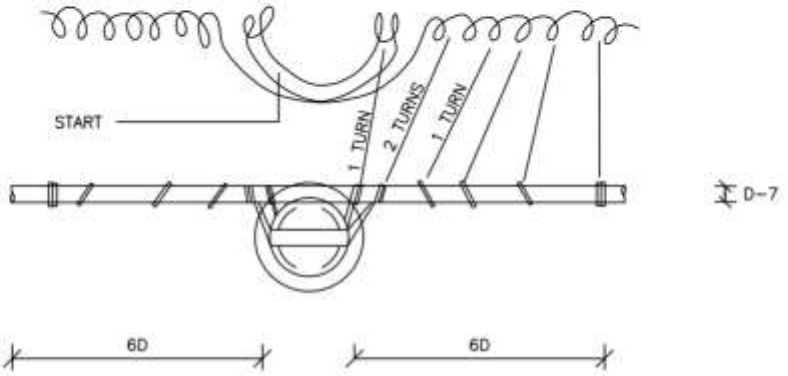
1. TIE WIRE ASSEMBLY SHOULD BE AS TIGHT AS CAN BE WRAPPED.
2. TURNS MAY BE IN EITHER DIRECTION, AS LONG AS ONE-HALF THE TURNS OPPOSE THE OTHER HALF TO PREVENT LOOSENING OF THE TIE.
3. USE ONLY FOR SECURING JUMPERS ON STRUCTURES.

Drawing **CSG-TIES-01**	**Insulator Ties**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services

TOP GROOVE

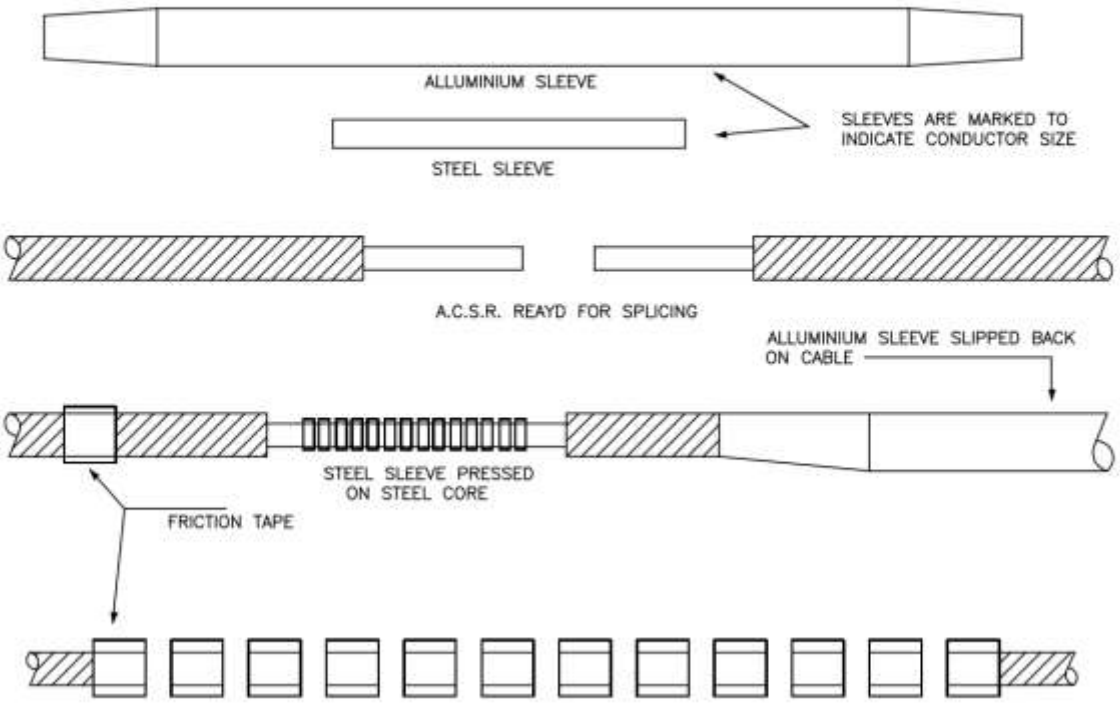


SIDE GROOVE



NOTE
1. HAND TIES TO BE USED ONLY WHEN PREFORMED TIES NOT AVAILABLE.
2. CLINCH LAST TWO TURNS TIGHT WITH PLIERS.
3. SOFT DRAWN – TIE WIRE, TO BE USED FOR ALL TIES.

Drawing **CSG-TIES-02**	**Insulator Ties**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services



1. SELECT PROPER SPLICE FOR THE CONDUCTOR TO BE SPLICED. INSURE BORES OF INNER AND THE SLEEVES ARE CLEAN.
2. INSERT PROPER DIE IN THE COMPRESSION TOOL.
3. CUT END OF CONDUCTOR SQUARE AND SLIP OUTER ALUMINUM SLEEVE OF SPLICE ON ONE END OF THE CONDUCTOR.
4. CUT BACK AND REMOVE ALUMINUM STRAND AT CONDUCTOR END A DISTANCE OF 1/2 THE LENGTH OF THE INNER STEEL SLEEVES PLUS 10 MM.
5. INSERT STEEL CORE WIRES IN THE STEEL SLEEVES AND PRESS WITH INNER GROOVE OF TOOL. PRESS ENTIRE LENGTH OF SLEEVE STARTING AT THE MIDDLE AND WORKING TOWARD THE ENDS LEAVE ABOUT 1.5 MM SPACE BETWEEN
6. STRAIGHTEN STEEL SLEEVE BY HAMMERING CAREFULLY ANAINST A SUITABLE BLOCK.
7. PLACE A PIECE OF FRICTION TAPE ON THE CABLE TO MARK THE POSITION OF THE END OF THE ALUMINUM SLEEVE SUCH THAT IT WILL BE CENTERED ON THE SPLICE.
8. CLEAN CONDUCTOR BY WIREBRUSHING,PAINT THE STEEL SLEEVE AND THE ADJACENT CABLE THAT WILL BE COVERED BY THE ALUMINUM SLEEVE WITH A SUITABLE CORROSION INHIBITOR.
9. SLIP THE ALUMINIUM SLEEVE IN PLACE AND PRESS WITH THE OUTER GROOVE OF TOOL USING THE SAME PROCEDURE AS WITH THE STEEL SLEEVE.
10. STRAIGHTEN ENTIRE SPLICE BY HAMMERING CAREFULLY AGAINST A SUITABLE BLOCK.

Drawing **CSG-SPL-01**	**Tension Splicing Instructions**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services

Section VIII. Bill of Quantities :

Bill of Quantities

Nepal Electricity Authority

Biratnagar Regional Office

Khandbari Distribution Center

Khandbari, Sankhuwasabha

Quotation No. KHDC 2074/075- 7 SQ **F/Y 2074/075**

Bill of Qantity (Price schedule)

Job : Construction of 11KV&LT Line, Transformer Instalation and Transportation of line materials at Chichila Gaun Palika-2, Area, Sankhuwasabha District .

S.No.	Description of works	Unit	Quantity	Rate (NRs.)		Amount (Nrs)	Remarks
				In figure	In Words		
	Erection of steel tublar pole (Folding type) including the fitting of the pole accessories all complete & transportation of all necessary materials from site store to erection site .						
1	a) 11/10 meter long	Set	68				
2	b) 8 meter long	Set	78				
3	Stringing of 0.05 Sq.inch ACSR conductor Rabit with proper tension all complete . HT 3 Wire	Km	4.90				
4	Stringing of 0.03 Sq.inch ACSR conductor with proper tension all complete .LT 2 Wire	Km	7.00				
6	Stringing of 0.03 Sq.inch ACSR conductor with proper tension all complete .LT 4 Wire	Km	1				
7	Erection of 6 feet long stay set all complete .	Set	84				
8	25 KVA Transformer Instalation work	Set	3				
9	Transportation of Pole & other line materials from NEA Office store to Erection site including loading and unloading .	Trip	27				
Sub Total							
VAT @ 13%							
Grande Total							

Total bid amount in words Nrs.....

Name of the company/ Form

Signature of the bidder

Section IX. Forms of Securities

Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated *[date]* for the construction of *[name of Contract]* (hereinafter called "the bid").

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto *[name of Employer]* (hereinafter called "the Employer") in the sum of *[amount]*[1] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

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

The conditions of this obligation are:

(1) If, after bid opening, the Bidder withdraws his bid during the period of bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the bid,

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

This Guarantee will remain in force up to and including the date *[number]* days[2] after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____

[signature, name, and address]

[1] *The Bidder should insert the amount of the Guarantee in words and figures denominated in Nepali Rupees. This figure should be the same as shown in Clause 13 of the Instructions to Bidders.*

[2] *Usually 30 days after the end of the validity period of the* bid. *The date should be inserted by the Employer before the bidding documents are issued.*

Performance Bank Guarantee

To: *[name and address of Employer]*

Whereas *[name and address of contractor]* (hereinafter called "the contractor") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

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

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

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of *[amount of Guarantee] [amount in words]*[3] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]*[4] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

[3] *An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in Nepalese Rupees.*

[4] *The Unconditional (or "On-Demand") Bank Guarantee has the merit of simplicity and of being universally known and accepted by commercial banks. The contracting community, however, strongly objects to this type of Security because the Guarantee can be called (or threatened to be called) by Employers without justification. Employers should recognize the contractual conditions governing nonperformance by the Contractor and should normally act only on the advice of the Project Manager in calling a Performance Guarantee.*

Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub clause 11.9("Advance Payment") of the above-mentioned Contract, *[name and address of contractor]* (hereinafter called "the contractor") shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*[5]

We, the *[Bank or Financial Institution]*, as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding *[amount of Guarantee] [amount in words]*[6]

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

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

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____
Address: _____
Date: _____

[5] *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Nepali Rupees of the Advance Payment as specified in the Contract.*

[6] *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment,denominated in Nepali Rupees.*

Section X. Rules for Adjudication

Referred to in GCC Sub-Clause 15.1

General

1. Any reference in the Conditions of Contract to the Rules for Adjudication shall be deemed to be a reference to these Rules.

2. Definitions in the Contract shall apply in these Rules.

Appointment of Adjudicator

3. The Parties shall jointly ensure the appointment of the Adjudicator. The Adjudicator shall be a suitably qualified person.

4. If for any reason the appointment of the Adjudicator is not agreed at the latest within 15 days of the reference of a dispute in accordance with these Rules, then either Party may apply, with a copy of the application to the other Party, to any appointing authority named in the Contract or, if none, to the President of Nepal Council of Arbitration (NEPCA) or his nominee, to appoint an Adjudicator, and such appointment shall be final and conclusive.

5. The Adjudicator's appointment may be terminated by mutual agreement of the Parties. The Adjudicator's appointment shall expire when the Works have been completed or when any disputes referred to the Adjudicator shall have been withdrawn or decided, whichever is the later.

Terms of Appointment

6. The Adjudicator is to be, and is to remain throughout his appointment, impartial and independent of the Parties and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect his impartiality or independence.

7. The Adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the project of which the Works form part other than in accordance with these Rules.

8. The Adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Contract.

9. The Adjudicator shall treat the details of the Contract and all activities and hearings of the Adjudicator as confidential and shall not disclose the same without the prior written consent of the Parties. The Adjudicator shall not, without the consent of the Parties, assign or delegate any of his work under these Rules or engage legal or technical assistance.

10. The Adjudicator may resign by giving 30 days' notice to the Parties. In the event of resignation, death or incapacity, termination or a failure or refusal to perform the duties of Adjudicator under these Rules, the Parties shall agree upon a replacement Adjudicator within 15 days or Rule 4 shall apply.

11. The Adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the

Adjudicator's duties unless the act or omission is shown to have been in bad faith.

12. If the Adjudicator shall knowingly breach any of the provisions of Rule 6 or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the Adjudicator are rendered void or ineffective.

Payment

13. The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.

14. The retainer fee, if applicable, shall be payment in full for:

(a) being available, on 30 days' notice, for all hearings and Site visits;

(b) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;

(c) all services performed hereunder except those performed during the days referred to in Rule 15.

15 The daily fee shall be payable for each working day preparing for or attending Site visits or hearings or preparing decisions including any associated travelling time.

16. The retainer and daily fees shall remain fixed for the period of tenure of the Adjudicator.

17. All payments to the Adjudicator shall be made by the *contractor* who will be entitled to be reimbursed half by the Employer. The *contractor* shall pay invoices addressed to him within 30 days of receipt. The Adjudicator's invoices for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a Site visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period. The Adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that 7 days prior notice has been given to both Parties.

18. If the *contractor* fails to pay an invoice addressed to it, the Employer shall be entitled to pay the sum due to the Adjudicator and recover the sum paid from the *contractor*.

Procedure for Obtaining Adjudicator's Decision

19. A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these Rules.

20. The Adjudicator may decide to visit the Site. The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the

hearing. The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Contract that he may request.

21. The Adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:

    (a) decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him,

    (b) make use of his own specialist knowledge, if any,

    (c) adopt an inquisitorial procedure,

    (d) decide upon the payment of interest in accordance with the Contract,

    (e) open up, review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute,

    (f) refuse admission to hearings to any persons other than the Employer, the contractor and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.

22. All communications between either of the Parties and the Adjudicator and all hearings shall be in the language of the Adjudicator's Agreement. All such communications shall be copied to the other Party.

23. No later than the sixty days after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these Rules.

Adjudicator's Agreement

Identification of Project:

_____

(the "Project")

Name and address of the Employer:

_____

(the "Employer")

Name and address of *contractor*:

_____

(the "*contractor*")

Name and address of Adjudicator:

_____

(the "Adjudicator")

Whereas the Employer and the *contractor* have entered into a contract ("the Contract") for the execution of the Project and wish to appoint the Adjudicator to act as adjudicator in accordance with the Rules for Adjudication ["the Rules"].

The Employer, Contractor and Adjudicator agree as follows:

1. The Rules and the dispute provisions of the Contract shall form part of this Agreement.

2. The Adjudicator shall be paid:

   A retainer fee of _____ per calendar month (where applicable)

   A daily fee of _____

   Expenses (including the cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses, hotel accommodation and subsistence and other direct travel expenses).

   Receipts will be required for all expenses.

3. The Adjudicator agrees to act as adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.

4. This Agreement shall be governed by the law of Nepal.

5. The language of this Agreement shall be English *[or in Nepali if both parties agrees].*

SIGNED BY _____

for and on behalf of the Employer in the presence of

Witness _____

Name _____

Address _____

Date _____

SIGNED BY _____

for and on behalf of the *contractor* in the presence of

Witness _____

Name _____

Address _____

Date _____

SIGNED BY _____

for and on behalf of the Adjudicator in the presence of

Witness _____

Name _____

Address _____

Date _____

Section XII : Structure Data Sheet Form

Structure Data Sheet

Contract :
Contractor : F/Y 2074/075

S.No.	Pole No.		Span m.	Pole HT m.		Qantity of works							Remarks
	From	To		11 m	10 m	SP	SDP	HP	Transformer (KVA)		Stay	Conductor in km	
									100	160		3 wire	
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2													
3													
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