NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)
TRANSMISSION DIRECTORATE
GRID OPERATION DEPARTMENT
DHALKEBAR GRID BRANCH

BID DOCUMENT (NCB)
VOLUME –I OF I

SUPPLY DELIVERY INSTALLATION TESTING AND COMMISSIONING OF 132 KV DISCONNECTING SWITCH AT DHALKEBAR SUBSTATION

TENDER NO: DGB/2074/075-01

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Abbreviations

BD..... Bidding Document
BDF…….. Bidding Forms
BDS..... Bid Data Sheet
BOQ …….. Bill of Quantities
COF …….. Contract Forms
DP ……. Development Partners
DoLIDAR ……. Department of Local Infrastructure Development and Agricultural Roads
ELI ……. Eligibility
EQC..... Evaluation and Qualification Criteria
EXP …… Experience
FIN ……. Financial
GCC..... General Conditions of Contract
GoN..... Government of Nepal
ICC..... International Chamber of Commerce
ITB..... Instructions to Bidders
JV …….. Joint Venture
LIT …….. Litigation
NCB ……... National Competitive Bidding
PAN …… Permanent Account Number
PPA …….. Public Procurement Act
PPMO …… Public Procurement Monitoring Office
PPR ……... Public Procurement Regulations
PL..... Profit & Loss
SBD..... Standard Bidding Document
SCC ……... Special Conditions of Contract
TS..... Technical Specifications
VAT …… Value Added Tax
WRQ ……. Works Requirements

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नेपाल विद्युत् प्राधिकरण
ग्रिड सञ्चालन विभाग
राष्ट्रिय प्रतिस्पर्धात्मक बोलपत्र आह्वान

(प्रकाशित मिति २०७४/१२/०४)

यस विभाग अन्तर्गत ढल्केबर ग्रिड शाखाको लागि तल उल्लेखित सेवा / वस्तु आपूर्ति कार्य गर्नु परेको हुनाले इच्छुक सेवा प्रदायक कम्पनी / आपूर्तिकर्ताहरूबाट सिलबन्दी बोलपत्र / दरभाउपत्र आह्वान गरिन्छ ।

क्र सं	कार्यको विवरण	बोलपत्र नं.	सिलबन्दी बोलपत्र अन्तिम बिक्री मिति	सिलबन्दी बोलपत्र दाखिला मिति, खोल्ने समय र स्थान	सिलबन्दी बोलपत्रको रकम	बिडबण्ड (बैंक डिपोजिट)	सिलबन्दी बोलपत्र उपलब्ध हुने स्थान	बैंक खाता नं.
१	Supply Delivery Installation testing & commissioning of 132kV Disconnecting switch at Dhalkebar Substation.	Tender No. DGB/ 2074/075-01 (e-bidding)	प्रथम प्रकाशित मितिले ३० औं दिनको कार्यालय समयभित्र सम्म	प्रथम प्रकाशित मितिले ३१ औं दिनको १२:०० बजेसम्म । खोल्ने समय: सोही दिन दिनको २:०० बजे । स्थान: ग्रिड सञ्चालन विभाग , काठमाडौं ।	३,०००।००	सिलबन्दी बोलपत्र फारममा उल्लेख भए बमोजिम	ग्रिड सञ्चालन विभाग , काठमाडौं ।	A/C/ No. 001001 05000095 Everest Bank Limited, Baneshwor प्रशारण निर्देशनालय
२	Supply & Delivery of 120 & 30 kV Lightning Arrestor.	Sealed Quotation No.DGB /2074/075-02	प्रथम प्रकाशित मितिले १५औं दिनको कार्यालय समयभित्र सम्म	प्रथम प्रकाशित मितिले १६ औं दिनको १२:०० बजे सम्म । खोल्ने समय: सोही दिन दिनको २:०० बजे । स्थान: ग्रिड सञ्चालन विभाग , काठमाडौं ।	१,०००।००			
३	Supply Delivery Installation testing & commissioning of 33 kV Current Transformer	Sealed Quotation No.DGB/ 2074/075-03			१,०००।००			
४	Supply Delivery Installation testing & commissioning of 33 kV Circuit Breaker & Current Transformer	Sealed Quotation No.DGB /2074/075-04			१,०००।००			
५	Bush Cutting of 132 kV Transmission Line.	Sealed Quotation No.DGB /2074/075-05			१,०००।००			

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

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

बोलपत्र खरिद गर्ने अन्तिम दिन, पेस गर्ने र खोल्ने दिन सार्वजनिक बिदा परेमा त्यसको भोलिपल्ट खरिद गर्ने, पेश गर्ने तथा खोल्ने अन्तिम मिति कायम हुनेछ । विद्युतीय माध्यमबाट बोलपत्र बुझाउन चाहने बोलपत्रदाताहरुले ने.वि.प्रा.को वेभसाइट http://www.e-nea.org.np बाट बोलपत्र डाउनलोड गरी प्राप्त गर्न वा सम्बन्धीत कार्यालयबाट सोझै बोलपत्र खरिद गर्न सक्नुहुनेछ । विद्युतीय माध्यमबाट बोलपत्र बुझाउँदा बोलपत्रदाताले बोलपत्रको "इबिडिङको लागि"(Special Instruction for e-Bidders) अनुसार बुझाउन सक्नुहुनेछ ।

PART I: BIDDING PROCEDURES

Section 1 - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section 5 (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS.

1.2 Throughout this Bidding Document:

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "day" means calendar day.

2. Source of Funds

2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency **indicated in the BDS** plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.

Or

DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") **indicated in the BDS** toward the cost of the project **named in the BDS**. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.

2.3 Public Entity' own Resource Funded.

3. Fraud and Corruption

3.1 Anticorruption related laws require that GoN's officials (including beneficiaries of funds), as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;

(a) defines, for the purposes of this provision, the terms set forth

below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under sub-clause 3.5 below.

(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

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

(a) give or propose improper inducement directly or indirectly,

(b) distortion or misrepresentation of facts,

(c) engaging in corrupt or fraudulent practice or involving in such act,

(d) interference in participation of other competing bidders,

(e) coercion or threatening directly or indirectly to cause harm to the

person or the property of any person to be involved in the procurement proceedings,

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

(g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

3.3 Without prejudice to any other rights of the Employer, GoN may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct on the following grounds and seriousness of the act committed by the bidder:

(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,

(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

3.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.

3.5 The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.

3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.

(a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be three. The qualification

requirement of the parties to the JV shall be as specified in the BDS, and

(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub Contractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if:

(a) they have controlling partners in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or

(g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.

4.4 A firm that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.

4.6 Bidders shall provide such evidence of their continued eligibility

satisfactory to the Employer, as the Employer shall reasonably request.

4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

4.8 Firms shall be excluded in any of the cases, if

(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.

(b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;

(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.

4.9 The Domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) Registration Certificate(s) and Tax Clearance Certificate from the Inland Revenue Office or proof of submission of audited PL report to the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement shall only be eligible.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART I Bidding Procedures

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 - Evaluation and Qualification Criteria (EQC)

Section 4 - Bidding Forms (BDF)

PART II Requirements

Section 5 – Works Requirements (WRQ)

Section 6 – Bill of Quantities (BOQ)

PART III Conditions of Contract and Contract Forms

Section 7 - General Conditions of Contract (GCC)

Section 8 - Special Conditions of Contract (SCC)

Section 9 - Contract Forms (COF)

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in ITB 7.5 or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received as mentioned in BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and

entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.

7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid;

(b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;

(c) Bid Security, in accordance with ITB 19;

(d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;

(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract;

(g) Technical Proposal in accordance with ITB 16;

(h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and

(i) Any other document required in the BDS.

12. Letter of Bid and Schedules

12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB

13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 5 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.

14.4 Unconditional discounts, if any and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.

14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all Contracts are submitted and opened at the same time.

14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.

14.7 The bidder is subject to taxes such as VAT, social charges or income taxes on non-resident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract.

All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date mentioned in BDS prior

to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

15. Currency of Bid and Payment

15.1 The currency of the bid and payment shall be in Nepalese Rupees.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.

19.2 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) original copy of an unconditional bank guarantee from "A" class commercial bank or;

(b) original copy of cash deposit voucher in the Employer's Account as specified in BDS.

In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or in another substantially similar format approved by the employer prior to bid submission. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.

19.4 Any bid not accompanied by an enforceable and substantially compliant bid security, if required in accordance with ITB 19.1, shall

be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1.

19.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2 or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 39.1; or

(ii) furnish a performance security in accordance with ITB 38.1.

19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS**,** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

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

(a) Bidders submitting bids by mail, by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with

ITB sub-Clauses 21.2 and 21.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:bear the name and address of the Bidder;

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

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

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

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

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, and Modification of Bids

24.1 A Bidder may withdraw, or modify its bid after it has been submitted by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.

24.3 No bid may be withdrawn, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out. and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation.

Unless otherwise specified in the BDS, all pages of the Letter of Bid and Bill of Quantities are to be initialed by representative of the Bidder and Employer attending the bid opening.

No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any

matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 5 (Works Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).

30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.

30.5 If the value of such nonconformities is found more than fifteen percent the quoted amount of the bidder on account of small differences pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

32. Evaluation of Bids

32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

32.2 To evaluate a bid, the Employer shall consider the following:

(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, and Value Added Tax for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) adjustment for nonconformities in accordance with ITB 30.3;

(e) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);

32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

32.5 If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

33. Comparison of Bids

33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.

34. Qualification of the Bidder

34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

36. Award Criteria

36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

37. Letter of Intent to Award the Contract/ Notification of Award

37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.

37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.

37.3 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.

38. Performance Security

38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section 9 (Contract Forms), or another form acceptable to the Employer.

38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 37.

39. Signing of

39.1 The Employer and the successful Bidder shall sign the Contract

Contract

Agreement within the period as stated ITB 38.1.

Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing within 30 days of publication of the contract award.

40. Complain and Review

40.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 37.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.

40.2 Late application filed after the deadline pursuant to ITB 40.1 shall not be processed.

40.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 40.1:

(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or

(b) to reject the application.

The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in BDS.

40.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 40.3, or the decision by the Employer is not given within five (5) days of receipt of application pursuant to ITB 40.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is more than Rupees Thirty Million (Rs. 30,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.

40.5 Late application filed after the deadline pursuant to ITB 40.4 shall not be processed.

40.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 40.4, the Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 40.3.

40.7 Within three (3) days of receipt of the notification pursuant to ITB 40.6, the Public Entity shall furnish the copy of the related documents to the Review Committee.

40.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 40.4.

40.9 The Bidder, filing application pursuant to ITB 40.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to zero point five percent (0.5%) amount of its quoted Bid amount with the validity period of at least ninety (90) days from

the date of the filing of application pursuant to ITB 40.4.

40.10 If the claim made by the Bidder pursuant to ITB 40.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 40.9, within seven (7) days of such decision made.

41. Provision of PPA and PPR

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

Section 2 - Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

A. General

ITB 1.1	*The Employer is:* Dhalkebar Grid Branch, Nepal Electricity Authority (DGB or NEA)**,** who appoints the Contractor. **DGB or NEA,** as used in this document, shall carry the same meaning as "Employer". ***The Works are:*** Tender No: DGB/2074/075-01: Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation. *The Intended Completion date is:* **5 months** from the date of contract effectiveness.
ITB 1.1	The name of the bidding process is: ***National Competitive Bidding (NCB)***
ITB 1.2	*Following is the addition of the new definitions:* (d) "Bidder" shall mean a legally registered entity submitting the Bid proposal. The entity may be a supplier or manufacturer of the tendered Goods or contractor or any combination of them in the form of a Joint Venture as specified in Qualification Requirements. (e) "Joint Venture" shall mean a legally enforceable association constituted by legally registered entities with the purpose of committing the obligations required by the Bid. (f) "Goods" shall mean equipment, plant, goods, materials, etc. to be supplied and installed for the completion of the work as particularly described in the specifications.
ITB 2.3	NEA Owned Resource Funded
ITB 4.1	Eligible countries: ***(Not Applicable)***
ITB 4.1 (a)	One partner of the joint venture at least 40 (forty) percent. Each partner of the joint venture at least 25 (twenty five) percent.
ITB 4.9	The foreign bidder is to submit ***[insert the list of documents and the type of declaration required]***

B. Bidding Document

ITB 7.1	For **clarification purposes** only, the Employer's address is: Attention: Director, Grid Operation Department. Street Address: Meenbhawan, Kathmandu

	Country: Nepal Telephone: : Tel. : + 977 (01) *4620486* Fax : + 977 (01) 4620586 Electronic mail address: dgbnea@nea.org.np
ITB 7.4	A Pre-Bid meeting *shall not be* held. A site visit *shall not be* organized by the Employer.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than: 10 days prior to the deadline for submission of bids.

Preparation of Bids

ITB 10.1	The language of the bid is English
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts:
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: a) Type Test Certificate not more than 5 years from the date of Bid Opening. b) As specified in Evaluation and Qualification Criteria
ITB 13.1	Alternative bids **shall not be** permitted.
ITB 13.2	Alternative times for completion **shall not be** permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: (Not Applicable)
ITB 14.2	Add to the clause The bidder shall quote for all sections / parts in the Price schedule. Failure to quote for all section / parts will result in rejection of the Bid.
ITB 14.4	Add following to the clause The price reduction or discount shall be expressed in percentage and that will be applicable to each unit rate.
ITB 14.5	The prices quoted by the Bidder shall not be subjected to price adjustment. This is a fixed price contract. The price reduction or discount shall be expressed in percentage and that will be applicable to each unit rate.

ITB 14.6	The prices quoted by the Bidder *shall not be* subject to adjustment during the performance of the Contract.
ITB 14.7	The date for all duties, taxes, and other levies payable by the Contractor under the contract or for any other cause, as of the date 30 days prior to the deadline for submission of bids.
ITB 18.1	The bid validity period shall be: **90 [Ninety days].** The Bid Bond validity shall be: **120 [One hundred twenty days].**
ITB 19.1	The Bidder shall furnish a bid security of **NRs.240,000.00 (Nepalese Rupees Two Lakh & fourty four thousand only)** from "A" class commercial bank. The bid security shall be valid for 30 days beyond the validity period of the bid.
ITB 19.2 (b)	Account Name: NEA Transmission Directorate Bank Name: Everest Bank Limited Bank Address: New Baneshwor, Kathmandu Account Number: 00100105000095
ITB 19.5	***The Sub-Clause 19.5 is corrected as below:*** If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned within seven (7) days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1.
ITB 19.6 (b)	***Add the new Sub-Clause 19.6 (b)(iii)*** As per the condition stipulated in the ITB Section G "Special Instruction for e-bidding".
ITB 20.1	In addition to the original of the bid, the number of copy/ies is/are: *Not Applicable*
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: ***insert"*** ***(a)*** The Bid shall include a notarized power of attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder;

D. Submission and Opening of Bids

ITB 21.1	Bidders shall have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: ***[***Refer section "Special Instruction for e-bidding".***]***.
ITB 22.1	For **bid submission purposes** only, the Employer's address is:

	Attention: The Director, Grid Operation Department Street Address: Meenbhawan, New Baneshwor City: Kathmandu Country: Nepal The deadline for bid submission is: Date: April 17, 2018 *(2075/01/04)* Time: Up to 1*2:00 Noon*
ITB 25.1	The bid opening shall take place at: Place: Grid Operation Department Street Address: Meen Bhawan, New Baneshwor City: Kathmandu Country: Nepal Date: April 17, 2018 *(2075/01/04*) Time: *At 2:00 PM*
ITB 25.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: ***[***Refer section "Special Instruction for e-bidding"***.]***.

E. Evaluation and Comparison of Bids

ITB 32.5	The amount of the performance security shall be increased by Eight (8) percent of the quoted bid price.
ITB 35.2	***Add the new Sub-Clause 35.2,*** The Bid shall be rejected as non-responsive if a. The Bid does not contain wax sealed bid proposal. b. The Bid is received by NEA after the deadline for submission of Bids. c. The Bid is requested to be withdrawn by the Bidder as per Clause ITB 24. d. The document evidencing the legal status of the Bidder as per Section IV, Clause 2 "Qualification" is not complete. e. It is proved that bidders have submitted the bids by making such arrangements that limits the participation of other bidders or influences the bid price in any manner. f. If the Bidder failed to provide satisfactory reason to clarification requested by the Employer regarding the proposal which is considered unbalanced, front loaded or substantially below updated estimate as per clause ITB 32.5. g. Qualification criteria as per Section 3 are not met. h. The clarification submitted by a Bidder in response to the clarification

asked by the Employer that is not in response to a request by the Employer shall not be considered. No change in the prices or substance of the bid shall be sought, offered, or permitted. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification.

i. If the Bidder request for the modification or withdrawal of the Bid after the deadline for submission of Bids

j. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.

k. The description provided by the bidders pertaining to the qualification is found to be false or is substantially incomplete.

l. If minor discrepancies, nonconformities are found such as in technical specification, description, feature which does not make the bid to be rejected, and the cost of such nonconformities is found more than fifteen percent the quoted amount of the bidder on account of small differences pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.

m. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

n. If a bidder bids in more than one bid and / or signs in more than one bid proposal.

o. If numbers of partners in a JV consortium is more than three. The percentages of liability among joint venture partners are not clearly mentioned.

p. The bidder has not purchased and returned the original document issued by NEA.

q. The Bid Document is issued in the name of one firm and Bid proposal submitted by another firm. The bid has been purchased in the name of single firm and submitted in the name of Joint Venture and vice versa.

r. The Bid is not signed and stamped by the bidder or their authorized representative.

s. The documents and guarantee/bank voucher as required by the bid are not attached with the bid proposal.

t. The notarized copy of joint venture agreement is not attached, in case the bidder is participating in the bid in Joint Venture.

u. The notarized power of attorney to sign the bid on behalf Bidder and the joint venture (if any) is not attached.

v. The bid is conditional.

w. The Bid fails to satisfy that Bid is fully cognizant of the scope and

	details of the work involved. x. The Bid does not contain technical information and documents for major items required by the Specifications for materials on which the bidder is offering. y. The offered goods are not substantially in compliance with the specification. z. If the attached Technical Data Sheet in the specification is not properly completed and/or data furnished are not supported by the catalogues and test reports (wherever required). aa. The bidder is blacklisted in its contractual obligations in past NEA contracts. bb. If the required documents are not submitted authenticated English version. However the documents in Nepali language issued from the concerned authority of Nepal will also be accepted. cc. The bidder does not offer all the items and quantity specified in Price Schedule. dd. The Bid Security (Bid Bond) is not enclosed pursuant to ITB Clause 19 or is not acceptable in form and / or substance. ee. The Bid has price escalation clause. ff. The Bid Security submitted is not specifically mentioned to be applicable to the offer of the Bidder. gg. The Bid Bond submitted by someone other than the Bidder does not clearly mention that the Bond is submitted on behalf of the Bidder in the Bid Bond itself. hh. The Bid Bond is not in the name of Joint Venture, in case of Joint Ventures. ii. The bid price of lowest substantially responsive bidder is substantially higher than the estimated price. jj. If the Bidder submits the bid through e-bidding and submitted documents are not in confirmation with the BDS, section G, Special Instruction to Bidders for e- Bidding.

F. Award of Contract

ITB 38.1	The Standard Form of Performance Security acceptable to the Employer shall be a Bank guarantee using the form provided in Section IX. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate.

G. Special Instruction to Bidders for e-Bidding

A) Bid submission procedures through electronically (e-submission) only:

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 may download the necessary parts of the bidding documents from e-procurement section in NEA's web site http://eproc.nea.org.np/. In case, the bidders choose to download the bidding documents, prepare the bids on downloaded documents, and submit their bids electronically. The Bidders shall be required to deposit the non refundable fee for the bidding document (as specified in the bid notice) in the bank account specified in the IFB and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also 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 authorized representative with seal of the company.

a) Bill of Quantity (BOQ) with rate, amount, b) Forms 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.

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,	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture agreement	JV doc-7	Mandatory	
8	Qualification	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization - 10	Not Mandatory	NA
11	Technical Data Sheet	TDS-11	Mandatory	
12	Certification Documents	Certifications-	Not	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 NEA's web site http://eproc.nea.org.np/

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

v. The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of NEA's website http://eproc.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 disallow 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 IT Department of NEA.

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

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 -24 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 Authorized Representative/s of the Firm / all authorized 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 documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.

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://eproc.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 as specified above, and additional 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 deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between 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.

iii. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications for verification purpose upon notification to do so from the Employer within 3 days.

iv. 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.

v. 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 as per respective ITB Clause.

vi. 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.

vii. 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 to 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 process 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 and open 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.

b) 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 submitted 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 for forfeiture of bid security shall be applicable.

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.

E) 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.

F) 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 3 - Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was preceded by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 33 and ITB 35, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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1. Evaluation

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

1.1. Evaluation Criteria

1. Power of Attorney

The Bid shall include a notarized power of attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder.

2. Legal Status:

i) For the Bidder which is not a Joint-Venture:

The Bidder shall be a manufacturer or a contractor legally registered in Nepal for at least five (5) years. A notarized copy of legal registration certificate shall be submitted along with the Bid.

ii) For the JV Bidder:

(a) Original of joint venture agreement legally binding on all JV partners shall be included in the Bid. The joint venture agreement shall bear the seal of the entity and signatures of personnel authorized by the respective entities forming the joint venture. All such authorization documents shall also be included in the Bid. These Authorization document shall be on the original letterhead of the respective entity with stamp/seal of the entity.

(b) The number of joint venture partners shall not exceed three (3).

(c) Partners of the JV shall be a manufacturer or contractor legally registered for at least five (5) years.

(d) Notarized copies of legal registration certificates for each JV partners shall be submitted along with the Bid.

3. Project Experience:

3.1 For the Bidder which is not a Joint Venture (JV):

a. The Bid shall include certificates from the end users validating that the Bidder has successfully completed, supply, construction, installation, testing and commissioning of at least one contract of similar nature in the last 10 years.

The Bidder must have executed construction, Installation and Commissioning of at least one Contract of similar size and nature or number of contract of similar nature whose aggregate size is not less than the size of this bid.

If the bid involves design the bidder shall propose the reputed designer with the experience of similar work and two user certificates not earlier then 10 years from the date of bid submission.

b. The end user's certificates included in the bid shall be on the end user's original letter head with valid address for correspondence and signed by or on behalf of the end user.

3.2 For the JV Bidder:

(a) The lead partner shall have completed at least one project of size which is at least < 60% of the Project experience stated above>. If the Bidder is previously not involved in design, then Lead

Partner shall propose the reputed designer with the experience of similar work and two end user certificates not earlier than last ten (10) years from the date of bid submission.

(b) Each of the other partners of the JV shall have accomplished at least one project of size (as a JV) at least <20% of the Project Experience stated above>.

(c) The Bid shall include certificates from the end users for the lead partner and each of the other partners validating that they have successfully completed design (if the Bid involve design), supply, construction, installation and commissioning of projects of the size stated in 3.2 (a) and (b) above. The date in the end user certificates shall not be earlier than last ten (10) years from the last date of bid submission.

(d) The JV partners together shall have successfully completed design (if the Bid involve design), supply, construction, installation and commissioning of projects whose aggregate size is not less than the size of this Bid.

4. Financial Capacity of the Bidder

4.1 Financial Statements:

The Bidder including joint venture partners, if any, shall submit audited financial statements (Balance Sheet and Profit & Loss Account) for the last three (3) fiscal years. Balance sheet and profit& Loss Account sheet shall be signed and sealed by the registered auditor(s).

4.2 Line of Credit:

In the event that the working capital of the bidder (including each of the JV partner) is to be supplemented with the line of credit from a Bank, the Bidder shall submit original letter of the Bank pledging unequivocally that the Bank will provide required financial support in case the Bidder is awarded the contract. The amount of line of credit shall be clearly mentioned in the Bank letter. The bid title and the bid number shall also be mentioned in the Bank letter.

4.3 Average Annual Turnover

(a) For the Bidder which is not a Joint Venture:

The Bidder shall have Average Annual Turnover (defined as the total payments received by the Bidder averaged over last three consecutive years) of not less than **NRs. 12.42 Million.**

(b) For the JV Bidder:

i. The Average Annual Turnover of the lead partner shall not be less than 51% of the amount stated above in sub-clause 4.3(a).

ii. The Average Annual Turnover of other partners shall not be less than 10% of the amount stated in sub-clauses 4.3(a).

iii. Aggregate Annual Turnover (with line of credit facilities) of all the JV partners shall not be less than the values specified in sub-clauses 4.3(a).

4.4 Availability of Financial Resources (working Capital)

(a) For the Bidder which is not a Joint Venture:

The Bidder shall have working capital (defined as total current assets less total current liabilities) of **at least NRs.7.0** Million in the last fiscal year.

If the Bidder's working capital is inadequate, the Bidder shall supplement Working Capital with Banker's letter confirming the availability of a line of credit such that aggregate of the Bidder's Working Capital for the last fiscal year and the line of credit shall not be less than the required amount.

(b) For the JV Bidder:

i. Working Capital of the lead partner shall not be less than 51% of the amount stated above in sub-clause 4.4(a).

ii. Working Capital of other partners shall not be less than 10% of the amount stated in sub-clauses 4.4(a).

iii. Aggregate working Capital (with line of credit facilities) of all the JV partners shall not be less than the values specified in sub-clauses4.4 (a).

5. Quality of Goods

i. In case the Bidder is not the manufacturer of Goods offered, the Bidder shall submit manufacturer's certificate authorizing the Bidder to supply the manufacturers' Goods. This certificate shall bear details of the Goods that the manufacturer will be supplying under the authorization. The authorization shall be on the manufacturer's original letterhead with seal/stamp of the manufacturer.

ii. The manufacturer of Goods to be supplied under this Bid shall hold valid quality ISO certificate as required by the specifications and a copy of ISO certificate shall be included in the Bid.

iii. Type test certificate, if applicable, shall be included in the Bid and shall bear a date that is not earlier than five years from the last date of Bid submission unless otherwise stated in the Technical specifications. The type test certificate shall have been issued by a reputed independent laboratory accredited by International Laboratory Accreditation Corporation (ILAC) or International Accreditation Forum (IAF) or other reputed accreditation agencies.

In case the Type test certificate is not as per the requirement, the bidder shall, upon award of the Contract, undertake to carry out the required Type tests from an independent laboratory qualified as above or in the laboratory owned or nominated by the Client / Employer before delivery of the corresponding equipment at no extra cost to the Client / Employer.

6. Manufacturer's Experience

The Bidder shall submit at least two numbers of end user certificates showing that the manufacturer has successfully completed the supply of (132 kV Disconnecting Switch, complete with hardware clamp & all accessories) at least <twice the bid quantity> of the offered items as a main supplier over last five (5) years period ending on the last date of bid submission. Out of supplied quantity, a minimum of <half the bid quantity> for each item offered (as specified above) shall have been in operation satisfactorily to the end users for at least One (1) year. The end user certificates shall be on the letterhead of the end user with valid address for correspondence and signed by or on behalf of the end user.

7. Miscellaneous

The Bidder or any of the Joint Venture partners shall not be on the blacklist circulated by Public Procurement Monitoring Office, Government of Nepal or Nepal Electricity Authority.

2. Qualification (Refer Evalaution Criteria above)

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid

2.1.2 Government-owned Entity

Applicant required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet	must meet requirement	not applicable	Forms ELI -1, ELI - 2 with attachments

Not Applicable

2.1.3 Ineligibility

Refer Qualification Above

Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.8.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid

2.1.4 Other Eligibility **(Mandatory)**

- Notarized Copy of Firm Registration Certificate
- Notarized Copy of Business Registration Certificate
- Notarized Copy of VAT and PAN Registration Certificate,
- Copy of Tax Clearance Certificate/Tax return submission evidence for the F/Y……..
- A written declaration made by the bidder with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offence.
- Joint Venture Authorization/Agreement (if any).
- Notarized Power of Attorney.
- Other documents as needed

2.2 Pending Litigation

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

2.3 Financial Situation (Refer Evalaution criteria)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.3.1 Historical Financial Performance

Submission of audited balance sheets and income statements, for the last 3 (three) years to demonstrate the current soundness of the applicants financial position. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

Not Applicable

2.3.2 Average Annual Construction Turnover

Refer Qualification Above

Minimum average annual construction turnover of NRS ….(2)…, calculated as total certified payments received for construction contracts in progress or completed, within best three years out of last ten years..	must meet requirement	must meet requirement	..... of the requirement	..... of the requirement	

2.3.3Financial Resources

Using Forms FIN – 3 and FIN - 4 in Section 4 (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: ▪ the following cash-flow requirement, ….(4)…., and ▪ the overall cash flow requirements for this contract and its current works commitment.	must meet requirement	must meet requirement	must meet . . . . . of the requirement	must meet . . . . . of the requirement	Form FIN – 3 and Form Fin – 4

2.4 Experience (Refer Evaluation Criteria)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.4.1 General Construction Experience

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last ….(1)…. years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP -1

2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

Participation as Prime contractor, management contractor, or subcontractor, in at least …(2)… contracts within the last [redacted] each with a value of at least **NRS** ….(3)…. that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 5, Works Requirements.	[redacted]	[redacted]	[redacted]	[redacted]	Form EXP - 2(a)

Not Applicable

Refer Qualification Above

(b) Construction Experience in Key Activities

For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities:	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP-2(b)

* List the production rate(s) for the key activity or activities in the subject contract. The rates should be about 80% of the estimated production rates of the key activity or activities in the subject contract as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.

2.5 Personnel

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

No.	Position	Total Work Experience [years]	Experience In Similar Works [years]
1	Project Engineer (Electrical)	10	5
2			
3			
4			
5			

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section 4 (Bidding Forms).

2.6 Equipment

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

No.	Equipment Type and Characteristics	Min. Number Required
1	Insulation Tester	1
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4 (Bidding Forms).

Section 4 - Bidding Forms

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

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Bidder's Qualification .....

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Form ELI - 2: JV Information Sheet 16

Form ELI - 3: Proposed Subcontractor and Firms 16

Form ELI - 4: Statement of Compliance 16

Form LIT - 1: Pending Litigation 20

Form FIN - 1: Financial Situation 21

Form FIN - 2: Average Annual Construction Turnover 22

Form FIN – 3: Financial Resources 23

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Form EXP – 1: General Construction Experience 23

Form EXP – 2(a): Specific Construction Experience 25

Form EXP - 2(b): Specific Construction Experience in Key Activities 26

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Declaration Form for e bidding 29-30

Letter of Bid

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

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;

(b) We offer to execute in conformity with the Bidding Documents the following Works:

.....

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

.....

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

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

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

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

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

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

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

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

.

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

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

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

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

_____

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

Name .....

In the capacity of .....

Signed .....

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

Date .....

[1] Use one of the two options as appropriate

Bid Security
Bank Guarantee

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

(On Letter head of the 'A' class Commercial Bank)

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

Date:.....

Bid Security No.: .....

We have been informed that . . . . . ***name of the Bidder. . . . .*** (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . (hereinafter called "the Bid") for the execution of . . . . . ***name of Contract*** . . . . . under Invitation for Bids No. . . . . ("the IFB").

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

Note:

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

Technical Proposal Format

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name
5.	**Title of position***
	Name

***As listed in Section 3 (Evaluation and Qualification Criteria).**

Signature of the Bidder : _____

Form PER – 2: Resume of Proposed Personnel

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

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

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

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

Signature of the Bidder : _____

Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Form EQP – 1: Equipment

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

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

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

Signature of the Bidder : _____

Form SIT – 1: **Site Organization**

Provide Site Organization Chart

Signature of the Bidder : _____

Form MTH – 1: **Method Statement**

Provide Method Statement

Signature of the Bidder : _____

Form MOB – 1: **Mobilization Schedule**

Provide Mobilization schedule

Signature of the Bidder : _____

Form CON-1 Construction Schedule

A preliminary construction schedule showing the overall completion period required by the Project.

The bidder shall prepare and attach a detailed construction schedule showing sequence of various activities (e.g. Survey, design, manufacture, supply, delivery, construction, installation, testing & commissioning). Completion period shall not exceed that of NEA's requirement.

Signature of the Bidder : _____

Form MAN-1 EXPERIENCE RECORD OF MANUFACTURER
(To be submitted for Bidder and all J.V. Partners)
(To be filled up by Bidder/Manufacturer)

S. No.	Description	Requirement	Manufacturer's Status
1	**Experience (To be filled in by manufacturer)**		
1.1	Manufacturing experience Manufacturing experience for domestic manufacturer	At least 5 years At least 5 years	
1.2	Users' certificates	At least from 2 Users for twice the bid quantity	
1.3		At least half the supplied quantity shall be in operation for 1 year	

1. Name of the Plant and Equipment:

2. Production capacity (average annual):

3. Quantity produced [Sets/Numbers/ Km]:
   i) B.S. 2067/068:
   ii) B.S. 2068/069
   iii) B.S. 2069/070:

4. Manufactured under own development? Yes No

5. Manufactured under license / collaboration from:

6. Has manufacturer a Quality Assurance Plan (QAP) in place? Yes No

7. Is the manufacturer certified or accredited by an organization? Yes No

8. Name the organization and type of certification/accreditation:

Note:
Copy of following document shall be attached:
a) Copy of Quality Assurance Plan (ISO 9001) for each manufacturer as sought in specification.
b) The above details shall be produced for the major materials as specified in the Bidding Data Sheet.
c) Copy of Incorporation/Registration of manufacturer (For the major materials as specified in the Bidding Data Sheet).
d) Manufacturer's user certificates, supply record executed in the past and currently being executed with the list of clients with complete postal address, telephone and fax number if any.

Signature of the Bidder ……..

Form MAN – 2 MANUFACTURER'S AUTHORIZATION CERTIFICATE
(This certificate shall be on the letterhead of the Manufacturer & Original letter shall be submitted)

To : Project Manager,
(Name of Project)

WHEREAS (Name of the manufacturer)----------who are established and reputable manufacturers of----------(name and/or description of the goods) having factories at ---------- (address of factory) do hereby authorize ---------- (name and address of Bidder) to submit a Bid and subsequently negotiate and sign the contract with you against Tender No. DGB/2074/075-01: "**Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switches at Dhalkebar Substation**" for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

_____

(Signature for and on behalf of Manufacturer)

Remark: The Bidder shall furnish authorization certificates in the above format for all equipment specified in the Section 2, Evaluation of Technical Proposal. This certificate shall be on the letterhead of the manufacturer.

Form MAN-3 ISO 9001CERTIFICATES

The bidder shall submit valid ISO 9001 certificates for the equipment as specified hereunder:

(a) ISO 9001:2000 (including design) Certificates for following Main Equipment:

1. **132 kV Disconnecting switch and its operating mechanism**

Signature of Bidder : _____

Form PRI – 1 DECLARATION OF FIRM PRICE

The Bidder hereby declares that the prices quoted in the Price Schedules are firm i.e. price escalation is not applicable through the period of Bid validity / contract and any extension thereof as per the requirement of the bidding document.

Bid Validity Period: 90 days
Bid security Guarantee: 120 Days

Failure to meet above requirement shall result in disqualification of the bid proposal.

Signature of Bidder: _____

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI – 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Attached are copies of the following original documents.

- ❑ 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.
- ❑ 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.
- ❑ 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
- ❑ 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.

Signature of the Bidder : _____

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

Attached are copies of the following original documents.

- ❑ 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.
- ❑ 2. Authorization to represent the firm named above, in accordance with ITB 20.2.
- ❑ 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.

Signature of the Bidder : _____

JOINT VENTURE DATA

1. Name of Joint Venture _____

2. Address of Head Office :
_____
_____

3. Name(s) of partner(s) (Details of partners shall be provided on separate sheets.

(a) _____
(b) _____
(c)_____

4. Joint Venture Agreement

(a) Date of Agreement : _____
(b) Place : _____
(c) Proposed distribution of responsibilities between partners: (a)_____ %
(In Percentage)
(b)_____ %

(c)_____ %

(d) Name of Leading Partner : _____

(e) Attach Joint Venture Agreement with the bid.

Signature of the Bidder : _____

Form ELI-3 PROPOSED SUBCONTRACTORS AND FIRMS INVOLVED.

Proposed subcontracts and firms involved. Refer to Clause 7 of General Conditions of Contract.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
1. 2. 3 4 5 6 7			

Signature and Seal of Bidder: _____

ELI-4 STATEMENT OF COMPLIANCE

Statement of compliance with the requirements of Sub-Clause 3.1 and 3.2 of the Instructions to Bidders

3.1 This invitation for Bids is open to all registered Bidders with qualifications as described in the bidding Data.

3.2 Provide, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to Bid.

Signature of the Bidder: _____

Form LIT - 1: Pending Litigation

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

Pending Litigation			
❑ . No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
❑ Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
Year	**Matter in Dispute**	**Value of Pending Claim in NRS**	**Value of Pending Claim as a Percentage of Net Worth**

Signature of the Bidder : _____

Form FIN - 1: Financial Situation

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

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

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signature of the Bidder : _____

Form FIN - 2: Average Annual Construction Turnover

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

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

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

.-Average Annual Construction Turnover

Signature of the Bidder: _____

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

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

Note:

The letter from the Bank must be unconditional.

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

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

Current Contract Commitments

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

Signature of the Bidder: _____

Form EXP – 1: General Construction Experience

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

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

Signature of the Bidder: _____

Form EXP – 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No . . . . . of	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	❑ **Contractor**	❑ **Management Contractor**	❑ **Subcontractor**
Total Contract Amount	**NRS ……..**		
If partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's Name **Address** **Telephone/Fax Number** **E-mail**			
Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3			
Note: ***The Employer should insert here contract size, complexity, methods, technology, or other characteristics as described in Section 5 (Employer's Requirements) against which the bidder demonstrates similarity in the box on the right-hand-side.***			

Signature of the Bidder _____

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

Fill up one (1) form per contract

Contract with Similar Key Activities			
Contract No . . . . . of	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	❑ **Contractor**	❑ **Management Contractor**	❑ **Subcontractor**
Total Contract Amount	**NRS …….**		
If partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's Name **Address** **Telephone Number** **Fax Number** **E-mail**			
Description of the key activities in accordance with Criteria 2.4.2(b) of Section 3			
Note: ***The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.***			

Signature of the Bidder : _____

Nepal Electricity Authority
Check List Form

S.No.	Description		Status	
			Submitted	Not Submitted
1	Up to date Firm/Company Registration Certificate			
2	Business Registration License			
3	VAT and PAN Registration Certificates.			
4	Tax Clearance Certificate or Submissions of Tax Returns			
5	A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid			
6	Joint Venture Authorization/ Agreement (if any)			
7	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)			
8	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)			
9	Bid Security			
10	Price Schedule and discount letter, if any			
11	Bid Form, duly filled			
12	Qualification Forms			
13	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	Year 1		
		Year 2		
		Year 3		
14	Performance (or user) Certificate/s (Bidder)	1		
		2		
		3		
		4		
15	Manufacturer's Authorization/s	1		
		2		
		3		
		4		
16	Notarized Power of Attorney from the Company to Issue the Manufactures Authorization			
17	Business License of Manufacturer/s	1		
		2		
		3		
		4		
18	User Certificate/s (Manufacturer)	1		
		2		
		3		
		4		
19	ISO Certificate	1		
		2		
		3		
		4		

S.No.	Description		Status	
			Submitted	Not Submitted
20	Type Test Report/s (if required as per specification)	1		
		2		
		3		
		4		
21	Technical Data Sheet	1		
		2		
		3		
		4		
22	Other Certification (as per requirements)	1		
		2		
		3		
		4		
23	Original document issued by NEA, (For Direct bidding in Hardcopy)	1		

Nepal Electricity Authority
Declaration Form (for E-bidding)

S.No.	Description		Status			
			Issued to (as applicable)	Issued by (as applicable)	Date of Issue	No. of Pages
1	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)					
2	Joint Venture Agreement; ***If any***					
3	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)					
4	Notarized Power of Attorney to Sign the Bid (On Behalf of JV)					
5	Up to date Registration Certificate of the Bidder (and each partners in case of JV) Business registration Licence VAT and PAN Registration Certificate Tax Clearance Certificate					
6	Bid Security					
7	Price Schedule					
8	Bid Form					
9	Qualification Forms					
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	Year 1				
		Year 2				
		Year 3				
11	Performance (or user) Certificate/s (Bidder)	1				
		2				
		3				
		4				
12	Manufacturer's Authorization/s	1				
		2				
		3				
		4				
13	Power of Attorney from the Company to Issue the Manufactures Authorization					
14	Business License of Manufacturer/s	1				
		2				
		3				
		4				
15	User Certificate/s (Manufacturer)	1				
		2				
		3				
		4				
16	ISO Certificate	1				
		2				
		3				
		4				

S.No.	Description		Status			
			Issued to (as applicable)	Issued by (as applicable)	Date of Issue	No. of Pages
17	Type Test Report/s (if required as per specification)	1				
		2				
		3				
		4				
18	Technical Data Sheet	1				
		2				
		3				
		4				
19	Other Certification (as per requirements)	1				
		2				
		3				
		4				

Section 5 - Works Requirements

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

SECTION-I

GENERAL TECHNICAL SPECIFICATION

1. Background:

NEA wishes to invite the Bid for Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch. The place where tendered work is to be performed is located at Dhalkebar substations of the Dhanusa District of Nepal. NEA intends to replace the existing Line 132 kV Disconnecting Switch at Dhalkebar Substation with new 132 kV Disconnecting Switch & at the same place.

132 kV Disconnecting Switch to be supplied as per samples are fallows.

a) Eight Nos. of Supply & Delivery of 132 kV, 2000 A Outdoor 132 kV Disconnecting Switch, without grounding switch complete with operating mechanism, hardware clamp & all accessories as per specification.
b) Four Nos. of Supply & Delivery of 132 kV, 2000 A Outdoor 132 kV Disconnecting Switch, with grounding switches complete with operating mechanism hardware clamp & all accessories as per specification.

2. Scope of work:

This Specification covers the Design, Manufacture, Assembly, Shop test, Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation.

The scope of work under this Tender is as follows:

2.1 Supply, Delivery Installation testing & Commissioning Work

2.1.1 Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch & Operating Mechanism at Dhalkebar Substation for efficient and trouble free operation as specified.

2.1.2 Dismantling of existing 132 kV Disconnecting Switch & Operating Mechanism.

Note: Bidder is strongly requested for site visit and makes detail study of site.

DISCONNECTING SWITCH

1 GENERAL

This specification covers the design, manufacture, assembly, shop test, supply, delivery, installation works, field test and commissioning of outdoor type disconnecting switches complete with all accessories for efficient and trouble-free operation as specified hereunder.

The equipment specified in this Section shall conform to the latest edition of the appropriate IEC specifications and/or other recognized international standards. In particular:

IEC 60129 High-voltage alternating current disconnectors and earthing switches
IEC 60529 Degree of protection provided by enclosures

SHORTLISTED MANUFACTURER:

"It is preferred that the following equipment be supplied from the manufacturers listed hereunder:

ABB, AREVA (Formerly ALSTOM), CGL, Hitachi, Siemens, Toshiba/Mitsubishi, LG, Fuji, GE, Schnieder Electric or equivalent.

2 DESIGN REQUIREMENTS

2.1 The disconnecting switches shall be used for the 50Hz, 3 phase system.

2.2 The equipment shall be installed outdoor. All equipment, accessories and wiring shall be provided with sub-tropical finish to prevent fungus growth.

2.3 The maximum temperature rise in any part of the equipment at specified rating shall not exceed the permissible limits as stipulated in relevant standards.

2.4 The rated peak short circuit current or the rated short time current carried by the equipment shall not cause;

(a) mechanical damage to any part of the equipment
(b) separation of Contacts
(c) Insulation damage of "Current Carrying Part".

2.5 The disconnecting switches shall be (*center rotating for 36 kV & 66 kV and above centre break)* with contact blades moving through *horizontal/vertical* plane.

2.6 The rating, the accessories to be furnished and the schedule of equipment are detailed in Appendix.

2.7 The disconnecting switches shall be able to carry the rated current continuously and rated short time current for one seconds without exceeding the temperature limit specified in the relevant standard.

2.8 The disconnecting switches shall be capable of withstanding the dynamic and thermal effects of maximum possible short circuit current.

2.9 In case of disconnecting switch with grounding switch, the grounding switch shall be capable of making to a dead short circuit without damage of the equipment or endangering operator. It shall be provided with and interlocking with the corresponding disconnecting switch.

3 CONSTRUCTION FEATURES

3.1 The 3-pole disconnecting switches shall be gang-operated type so that all the poles make and break simultaneously.

3.2 The disconnecting switches shall be designed for *upright/vertical* mounting on steel structure. Disconnecting switches to be mounted on gantry structure shall include necessary steel channels, bolts, nuts, etc.

3.3 The disconnecting switches shall have padlocking arrangement in both "open" and "closed" positions.

3.4 All current carrying parts shall be of non-ferrous metal or alloy. All live parts shall be designed to avoid sharp points and edges.

3.5 All metal parts shall be of such material and treated in such a way as to avoid rust, corrosion and deterioration due to atmospheric conditions. Ferrous parts shall be hot-dip galvanized.

3.6 Bolts, nuts, pins, etc. shall be provided with appropriate locking arrangement such as lock nuts, spring washers, key, etc.

3.7 Bearing housing shall be weatherproof with provision for lubrication. The design, however, shall be such as not to require frequent lubrication.

3.8 All bearings in the current path shall be shorted by flexible copper conductor of adequate size (minimum – 150 mm^2) to allow the specified fault current through it without injury.

3.9 Main contacts

The main contacts shall be of silver-plated copper alloy and controlled by powerful springs designed for floating and pressure point contact.

The contacts shall have sufficient area and pressure to withstand the electromagnetic stresses developed during short circuit without excessive heating liable to pitting or welding.

Contacts shall be adjustable to allow for wear, shall be easily replaceable and shall have minimum movable parts and adjustments.

The moving blade shall be made of electrolytic-copper/aluminum tube for centre rotating type disconnecting switch. Rotating feature of the blade at the end of tube travel for contact wiping shall be provided.

Arcing horns shall be provided to divert the arc from main contacts to the separating horns after the main contacts have opened. Arcing horns shall be renewable type.

3.10 Insulators and Terminals

Insulators shall be post type, brown glazed and solid core single stage type.

The porcelain used for insulators shall be manufactured by wet process and shall be homogenous and free from cavities and other flaws.

Caps and pins shall be of the highest quality malleable iron or forged steel and smoothly galvanized.

Arcing horns as required shall be furnished.
All insulators of identical ratings shall be interchangeable.
The terminals of the disconnecting switch shall be provided with terminal connectors.

4 OPERATING MECHANISM

4.1 Disconnecting Switches

The operating mechanism for 66 kV and above, disconnecting switches shall be motor operated. The driving motor of the motor operated disconnecting switch shall be suitable for operating on 400/230 V AC/110 V DC supply. The mechanism shall also be equipped with dependable manual operating device for emergency operation when the power operating mechanism is inoperative.

The operating mechanism for 36 kV disconnecting switch shall be manual. The operating handle shall be such that it can be operated easily from standing height from ground level. Grounding of handle through copper flexible conductor of adequate size shall be provided.

The control shall be such that the disconnecting switch can be opened or closed from local as well as remote. LOCAL/REMOTE selector switch and OPEN/STOP/CLOSE push buttons shall be provided at the local "Mechanism Box" for local electrical operation. The LOCAL/REMOTE selector switch shall be lockable type.

Starters, relays and limit switches shall be provided as required for operation, indication and interlocks. All electrical controls shall be suitable for 110V DC.

The disconnecting switch shall be provided with a minimum number of eight (8) normally closed and eight (8) normally open electrically separated (Voltage free) auxiliary contacts for system interlock in addition to the auxiliary contacts required for its own indication and operational requirements so as to have a trouble free operation of the system. The contacts shall be convertible type so that normally open contact may be converted to normally closed contact and vice-versa at site.

All auxiliary contacts shall be wired up to terminal block in local mechanism box. All auxiliary contacts shall be silver plated and shall have positive wiping action when closing.

The auxiliary contacts shall be adjustable type to suit the following requirements.

(a) Signaling of "closed position" shall not take place unless main power contacts have reached a position so that rated normal and short time current can be carried safely.
(b) Signaling of "open position" shall not take place unless the main power contacts are at a safe isolating distance.

The operating device, auxiliary switches and all other devices shall be housed in a weatherproof box of sheet steel / aluminum alloy construction. The enclosure protection of the mechanism box shall be IP-55W as per IEC. The thickness of the sheet steel shall be at least 2mm. In the case of aluminum alloy, the operating box shall be of robust design. The box shall have gasket-hinged door with lock and key. The box shall be suitable for fixing on disconnecting switch steel structure. A 4mm thick removable gland plate shall be provided at the bottom of the box for cable entry. The box shall be mounted at a safe working clearance from the live parts of switches. Thermostat-controlled space heater with ON-OFF switches rated 230V, 1 phase, 50Hz shall be provided to prevent condensation within the mechanism box.

4.2 Grounding Switches

The grounding switch shall be triple pole manually and gang operated. The mechanism shall be such that one operator alone shall be able to operate without undue effort. Electrical and mechanical interlocking shall be provided for the safe operation of grounding switch.

The grounding switch shall be capable of withstanding the electrical and mechanical stresses developed by a short circuit current specified in Appendix. The cross-section of the flexible copper connection between rotating shaft and structure shall be capable to allow specified fault through it without injury but of minimum size 150 mm^2.

Arrangement shall be provided to padlock the grounding switch in open and closed positions.

The operating handle shall be such that it can be operated easily from standing height from ground level. Grounding of handle through copper flexible conductor of adequate size shall be provided.

Each grounding switch shall be provided with four (4) normally closed and four (4) normally open contacts for remote indication and interlocking purpose.

All the auxiliary contacts and interlocking coils shall be housed in a mechanism box. The box shall be suitable for fixing on grounding switch steel structure. A 4mm thick removable gland plate shall be provided at the bottom of the box for cable entry.

Auxiliary contacts shall be suitable for 0.5A, 110V DC inductive breaking duty.

The auxiliary coils shall be suitable for 110V DC supply.

5 TESTS

(a) Routine Tests

On completion each disconnecting switch shall be subjected to following routine tests. As far as practical, the procedure of IEC shall be followed:

- Power frequency voltage dry test
- Measurement of resistance of main circuit
- Control and secondary wiring check tests
- Mechanical operation test

(b) Design Tests

The disconnecting switch design tests shall include following:

- Dielectric tests, including impulse withstand tests
- Radio interference tests
- Temperature rise tests
- Short-time withstand current tests
- Operating and mechanism endurance test
- Voltage drop test.

The voltage drop across one complete phase of a switch shall be measured when carrying rated current.

The Bidder shall submit copy of design test report from recognized testing laboratory for the disconnecting switch of the offered model along with the bid.

(c) Field Tests

After installation at Site, the disconnecting switches shall be subjected to the following field tests:

(a) Construction inspection
(b) Measurement of insulation resistance of main and auxiliary circuits
(c) Mechanical operation test

6 DRAWINGS, DATA AND MANUALS

6.1 The General arrangement drawing with Technical leaflets shall be furnished with the Bid.

6.2 After award of Contract the successful Bidder shall submit the required number of copies of the following drawings and data for approval of the Employer.

(a) Outline dimensional drawings of the equipment showing general arrangement and location of fittings.

(b) Transport/shipping dimensions with weights.

(c) Foundation and anchor bolt details including loading condition.

(d) Assembly drawings for erection at site with part numbers and schedule of materials.

(e) Electrical schematic and wiring diagram.

(f) Any other relevant drawings and data necessary for erection, operation and maintenance.

(g) Instruction manual and data sheets.

(h) Any other relevant data, drawing and information necessary for review of the items stated above.

7 SPARE PARTS

For each type of disconnecting switch, the spare parts shall be provided in required quantities as listed in Price Schedule. Further spare parts as recommended by the manufacturer shall also be included in the Price Schedule.

APPENDIX 6-1

TECHNICAL PARTICULARS OF 132 kV DISCONNECTING SWITCH WITH & WITHOUT GROUNDING SWITCH

S. No	Description	Disconnecting switch 132 kV
1.	Type	3 poles, center break
2.	Rated Voltage	145 kV
3.	Frequency	50 Hz
4.	Insulation levels	
	a) Basic impulse level (BIL)	650 kV (crest)
	b) Power frequency withstand voltage (For1 minute)	275 kV
5.	Current ratings	
	a) Continuous current	2000A
	b) Rated Short Time current (1 sec.)	25 kA
6.	Operating mechanism of disconnecting switch	Motor operated (both local and remote operation) and manual
7.	Auxiliary power supply	
	a) Space heater and cubicle	230V,1-phase, 50Hz
	b) Control circuit	110 V DC
	c) Operating motor	230/400 V, 50 Hz
8.	Grounding Switch	Applicable/not Applicable
9.	Applicable standard	IEC

SPECIFICATION OF CABLES

1 GENERAL

This specification covers the Design, Manufacture, Factory test, Supply, Delivery, Field test and Installation of all Power, Control and Instrumentation cables required for the entire project.

2 EQUIPMENT TO BE FURNISHED

2.1 The following cables shall be furnished in accordance with specification:

a) 33kV Power Cable

b) 11kV Power Cable

c) Control and Instrumentation cable

d) Power Cables

e) Communication Cables

2.2 The Contractor shall be responsible for estimating and supplying the quantity of various types and sizes of the cables. In course of actual execution if it is found that additional cross-sections, types or quantities of cables are required than those indicated in his proposal, the same shall be supplied without any additional charge to the employer.

3 DESIGN REQUIREMENTS

1 GENERAL

This specification covers the design, manufacture, factory test, supply, delivery, installation, field-testing and commissioning of all Power, Control, Communication and Instrumentation cables required for the entire project.

2 DESIGN REQUIREMENTS

33 &11 kV Power Cable

a) General

The rated voltage of the power cables shall be19/33(36) kV&6/10(12) kV.

The power cable shall be cross-linked polyethylene insulated, screened and steel tape armoured.

The scope of works shall include the supply and connection of power cables from power transformer secondary to the 33kV and 11 kV incomer. The cables shall be supplied with necessary terminations and accessories for both connecting ends. From 11kV panel to Outgoing terminal point.

The scope also include connection of 33kV power cable from 33kV Gantry to Outgoing line termination point. The scope include any necessary structure required for mounting and supporting the cables.

b) Conductor

Conductor for power cable shall consist of stranded annealed copper wires. They shall comply with IEC Publication.

c) Cable Rating

The minimum current rating for the cable and conditions of installation shall be as follows:

i) For transformer incomer, the size of the cable shall not be less than as specified Copper single core cable.

ii) For outgoing, the size of the cable specified is 300Sq.mm Aluminum three core cable. The cable is to be used if the existing cable is found unsuitable for used. If no cable or partial cable is used, the contractor shall provide termination joints (3 outdoor and 3 indoor) to Employer as spare.

d) Anti-Termite Covering

Anti-termite protection shall be applied to the cable and shall be black PVC suitable for the operating temperature of cable and shall meet the requirements of IEC standard.

e) Outer Covering

The outer covering of the cable shall be extruded, continuous black PVC suitable for the operating temperature of cable and shall meet the requirements of IEC standard.

f) Cable Drum

Cable drum shall be non- returnable and made of steel suitably protected against corrosion.

g) Outdoor and Indoor Termination

33 kV &11 kV cable terminations shall be of the heat-shrinkable type / pre-moulded push on type. Terminations for cable shall be provided in sufficient quantities for complete installations of all feeders of the substations. The cost of all necessary termination kits shall be included in the price of the cables.

h) Jointing Accessories

Cables shall be installed in maximum possible lengths and straight-through jointing shall not be permitted without the prior written approval of the Employer.

i) Voltage Identification

The plastic covering shall be embossed with the name of the manufacturer, number of conductors, the cross sections, type of insulation followed by:

Electric cable - (Corresponding) volts

j) Phase Identification

Phase identification for either triplex or multi-core conductor cable shall be in accordance with the following:

Phase A (R) : Red
Phase B (Y) : Yellow
Phase C (B) : Blue

2.1 ***Specific requirements***

2.1.1 The Contractor shall also supply cable termination kits for both ends of each cable without any additional cost to the Employer unless stated otherwise in the Price Schedule.

If no cable or partial cable is used, the contractor shall provide termination joints (3 outdoor and 3 indoor) to Employer as spare.

600 Volt Power Cable

a) General

The low voltage cables shall be 600 V grade polyethylene insulated and PVC sheathed. Low voltage AC power systems will be solidly grounded neutral with phase to phase voltage level of 400 V and phase to neutral voltage of 230V AC system and the DC system with 110V. The size of the single core conductor shall not be less than 2.5 sq. mm for lighting and 4 sq. mm for power. The main (incomer) cable to AC distribution panel shall be three & half (3.5) core and not less than 120 sq. mm.

b) Conductor

Conductor shall consist of stranded annealed copper wires. They shall comply with IEC publication. The cable is intended for use at normal conductor operating temperatures not exceeding 75 degree C.

c) Insulation

The electrically and thermally stable polyethylene insulation shall be extruded onto the conductor so as to prevent contamination and voids in the insulation.

d) Current Rating

The Contractor shall state the maximum continuous current rating and conditions of installation for low voltage power cables.

e) Jacket

The cable core assembly shall be covered with a flame-retardative and moisture resistant PVC jacket, which is free stripping from the insulation. The overall jacket shall be clean, dry, and free of grease and shall be suitable for ink or paint application.

f) Anti-termite protection shall be applied to the cable and shall consist of either a non-magnetic metallic barrier or layer of nylon sheathing.

g) Identification

1) Each cable shall have a printed legend on the overall jacket with the manufacturer's name, voltage class, the number and size of conductors, type of insulation.

2) The colors for core identification and color sequence shall be in accordance with follows

- Single-core : Black
- Twin : Red and black
- Three-core : Red, yellow and blue
- Four-core : Red, yellow, blue and black

Control and Instrumentation Cable

a) General

All control and instrumentation cable shall be 600 V grade as per IEC standard, multi conductor, color-coded, PVC insulated armored cable. Each multicore cable shall have not less than 20 percent or 2 spare cores, whichever is the greater.

b) Conductor

Copper conductor shall be stranded circular non-compacted minimum cross-section of 2.5 sq.mm. For CT circuits, the minimum cross-section shall be not less than 4 sq.mm.

c) Insulation

The electrically and thermally stable PVC insulation shall be extruded onto the conductor so as to prevent contamination and voids in the insulation.

d) Assembly

1) Multicore connductor cables shall be assembled in accordance with applicable IEC standards.

2) A flame-retardative binder tape may be used underneath the overall jacket of multi-conductor cables, if required, to achieve the desired flame retardative characteristics. Tapes, if used, shall be non-hygroscopic.

e) Jacket

1) The cable core assembly shall be covered with a flame retardative and resistant jacket, which is free stripping from the insulation.

2) The overall jacket shall be clean, dry, and free of grease and shall be suitable for ink or paint application.

3) Cable jacketing and the interstices within the jacket shall be free of water. Evidence of water shall be the ground for rejection of the cable.

f) Anti- Termite Covering

Anti-termite protection shall be applied to the cable and shall consist of either a non-magnetic metallic barrier or layer of nylon sheathing.

g) Identification

Each cable shall have a printed legend on the overall jacket, with the manufacturer's name, voltage class, the number and size of conductors, and a unique number or code indicating the production run or batch. The identification shall remain legible for the life of the cable.

2.4 Communication Cable

a) All cables and wiring shall have copper conductors and PVC insulation and shall comply with IEC standards.

b) Each communication cable shall have not less than 20 percent or 4 spare twisted pairs whichever is the greater. Cabling and wiring installations shall be arranged to minimize the risk of fire and damages, which might be caused in the event of fire.

c) For telephone type cables, 2 conductor wires of not less than 0.6 mm dia shall be used. Where twin or quad make up is required in any cable, the cores shall be uniformly twisted and the lays arranged such that cross talk is reduced to a minimum.

f) No conductor smaller than 32/0.2mm (1mm^2), or having less than three strands, shall be used for interconnecting the cables except in the case of telephone extensions. All cables shall have insulation, which will withstand the highest temperature to be experienced in service.

g) Each conductor of a multicore cable shall be readily identified by a numbered marker tape or, in the case of telephone type cables, color coded insulation.

2.4. SPECIAL REQUIREMENTS

Small cut piece lengths of cables will not be accepted. Cables up to 500 meters in length or as approved by Employer shall be of one length shipped in a drum of adequate size. For higher quantities, multiple lengths/drums may be shipped subject to the approval of Employer.

2.5 DRAWINGS, DATA & MANUALS

The following information shall be furnished along with the bid.

a) Manufacturer's leaflets giving constructional details, dimensions and characteristics of different cables.
b) Current rating of cables including derating factor due to grouping, ambient temperature and type of various installation.

2.6 TESTS

2.6.1 Routine and Design Tests

Power cableshall be subjected to following routine tests. As far as practical, the procedure of IEC shall be followed:

a) Measurement of the electrical resistance of conductor
b) Partial discharge test
c) Voltage test

The power cable design tests shall include following:

a) Partial discharge test
b) Bending test, followed by a partial discharge test
c) Tan delta measurement
d) Heating cycle test, followed by a partial discharge test
e) Impulse test, followed by voltage test
f) Voltage test for 4 hours.

The Bidder shall submit copy of design test report from recognized testing laboratory for the offered power cable along with the bid.

2.6.2 Field Tests

After installation at Site, cables shall be subjected but not limited to the following tests:

a) Measurement of insulation resistance

2.7 PERFORMANCE GUARANTEE

The performance figures quoted on schedule of Technical Data shall be guaranteed within the tolerance permitted by relevant standards and shall become part of the Contract. In case of failure of the cables to meet the guarantees, the Employer reserves the right to reject the item. The Contractor shall have to rectify/replace the defect/defective part at no extra cost to the Employer and without delaying the commissioning schedule.

TECHNICAL DATA SHEET
(To Be Completed By the Tenderer)

ITEM No.19: 132kV DISCONNECTING SWITCH ***Sheet 1 of 2***

	DESCRIPTION	UNIT	(i) NEA REQ	DATA to be Filled
			(ii) 132kV	**132kV**
1	**Manufacturer and Country of Origin**			
2	**Year of manufacturing experience**	Years	5	
3	**Manufacturer's Designation as per submitted catalogue**			
4	**Applicable standard**		IEC	
5	**Type**		3 pole, Single throw, Outdoor, Center break	
6	**Frequency**	Hz	50	
7	**Rated Voltage**			
7.1	Nominal	kV	132	
7.2	Maximum	kV	145	
8	**Rated current**			
8.1	Continuous at 45°C ambient	A	2000	
8.2	Short time for 1 sec at max. kV	kA	25	
8.3	Peak short time current	kA		
9	**Temperature rise above 45 degree C ambient at normal rated current**		As per IEC	
9.1	Contacts	°C		
9.2	Current carrying parts	°C		
10	**Maximum current the switch can safely interrupt**			
10.1	Bus/line charging current	A	0.5 min	
10.2	Potential transformer magnetizing current	A	0.5 min	
11	**Clearance**			
11.1	Between live part and ground	mm		
11.2	Between fixed contact and blade in open position	mm	3300	
12	**Insulation level**			
12.1	Impulse withstand voltage(peak)	kV	650	
12.2	Power frequency withstand voltage (1min, rms)	kV	275	
13	**Main contacts**			
	- Material of fixed contacts		copper alloy	
	- Coating of fixed contacts		Silver plated	
	- Material of moving contacts		copper alloy	
	- Coating of moving contacts		Silver plated	
	- Material of the contacts of the earthing switch		copper alloy	
	- Coating of the contacts of the earthing switch		Silver Alloy	
14	**Material of terminals**			
14.1	Coating of terminals			
15	Operating mechanism		Motor and manual operated	

TECHNICAL DATA SHEET
(To Be Completed By the Tenderer)

ITEM No.19: 132kV DISCONNECTING SWITCH ***Sheet 2 of 2***

	DESCRIPTION	UNIT	(iii) NEA REQ (iv) 132kV	DATA to be Filled 132kV
16	**Auxiliary contacts**			
16.1	Type	Convertible or fixed	Convertible	
16.2	Continuous current at 110V DC	A	10	
16.3	Material		Copper	
16.4	Contacts silver plated	Yes/No	Yes	
17	**No. of operations switch can withstand without deterioration of contacts**	No.	1000	
19	**Auxiliary power supply**			
19.1	Space heater and cubicle	V/phase	230V/phase	
19.2	Control circuit	V, DC	110V DC	
19.3	Operating motor	V, phase	400/230V AC	
20	**Local operator provided**	Yes/No	Yes	
21	**Insulator**			
21.1	Manufacturer			
21.2	Type		Single stack post type	
21.3	Creepage Distance in Air	mm	3300	
21.4	Tensile Strength			
21.5	Cantilever Strength			
22	**Number of N.C. contacts**	No.	8 min	
23	**Number of N.O. contacts**	No.	8 min	
24	**Enclosure protection** Material / Thickness of sheet	mm	IP-55w Steel / 2 Aluminum / > 3	
25	**Operating mechanism**		Motor & Manual Operated	
26	**Types of interlocks furnished**		Electrical and manual	
27	**Earthing Switch**			
27.1	Operating Mechanism		Manual Operated	
27.2	Type of Interlocks		Electrical and manual	
22	**Number of N.C. contacts**	No.	8	
23	**Number of N.O. contacts**	No.	8	
27	**Weight of Isolator**	Kg		
28	**Dimension (L x B x H**			
29	**Delivery of equipment in months** following award of contract (Allowing time for approval of drawing)	Month		
30	ISO 9001 certificate submitted?	Yes/No	Yes	
31	Has manufacturer exported units?	Yes/No	Yes	
32.	Technical literature/drawings submitted?	Yes/No	Yes	

Deviations from technical requirements:

Signed…….. As representative for……

Address…….. Date……

Section 6 – Preamble to the Bill of Quantities[1]

Notes on the Bill of Quantities for Unit Rate Contracts

General

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

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

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

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

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

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

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

8. The method of measurement of completed work for payment shall be in accordance with ***[Insert the name of a standard reference guide, or specification to be used]***.

Objectives

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

The objectives of the Bill of Quantities are

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

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

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

Day work Schedule

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

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

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

c) The total amount assigned to such competitive Day work is normally 3-5 percent of the estimated base contract price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer. A limitation on quantity should not apply, and the unit rate quoted should be invariable whatever quantities of work are ordered.

Provisional Sums

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

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

Bill of Quantities

Dhalkebar Grid Branch Nepal Electricity Authority	**SUMMARY OF PRICE SCHEDULE**

DGB/2074/075-01

Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation

F/C : Foreign Currency
L/C : Local Currency (NRs)

PACKAGE I

PRICE SCHEDULE	DESCRIPTION	Imported Supply		Local Supply (delivery to site) of Nepalese good only (if any) (excluding VAT)	Construction and Installation/ Local Trans. Works (excluding VAT)	Total Amount (excluding VAT)	
		CIP Nepal Border Prices	Clearing, Forwarding & Transportation up to site			L/C Currency……	L/C N.Rs.
		L/C	L/C (N.Rs.)	L/C (N.Rs.)	L/C (N.Rs.)		
		1	2	3	4	5=1	6=2+3+4
A - 1	IMPORTED SUPPLIES			X	X		
A - 2	LOCAL SUPPLY	X	X				
A- 3	CONSTRUCTION & INST.	X	X	X		X	
A-4	SPARE			X	X		
	GRAND TOTAL						

Company:

Seal :
Date:

Signature:

Title:

Dhalkebar Grid Branch Nepal Electricity Authority				PRICE SCHEDULE "A-1"			
WORKS : IMPORTED SUPPLIES DGB/2074/075-01				F/C : Foreign Currency L/C : Local Currency (Nepalese Rupees)			
Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation		**Estimated**		**Supply** **CIP Nepal Border Prices**		**Clearing, Forwarding and Transportation up to site**	
Serial No	**Description**	**Qty**	**Unit**	**L/C**		**L/C**	
				Unit	**Amount**	**Unit**	**Total Amount**
					1		4
	ELECTRICAL WORKS						
1	**Main Items**						
1.1	145 kV, 2000A, 3 Phase Disconnecting switch, complete with structure, without grounding switch & complete with all accessories as per specification	Nos.	8				
1.2	145 kV, 2000A, 3 Phase Disconnecting switch, complete with structure, without grounding switch & complete with all accessories as per specification	Nos.	4				
	Total of Price Schedule "A-1" (Imported Supplies) (A+B)						

Company:

Seal :
Date:

Signature:

Title:

Dhalkebar Grid Branch Nepal Electricity Authority	**PRICE SCHEDULE "A-2"**
WORKS : LOCAL SUPPLIES OF NEPALESE ORIGIN (if any) **DGB/2074/075-01**	

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

L/C : Local Currency (Nepalese Rupees)

Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation		**Estimated**		**Supply Ex-Factory** (excluding VAT)		**Inland transportation up to site (excluding VAT)**		**Total (delivery to site) (excluding VAT)**
		Qty	**Unit**	**L/C**		**L/C**		**L/C**
Serial No	**Description**			**Unit**	**Amount**	**Unit**	**Amount**	**Total Amount**
					1		2	3=1+2
2.1	600 V Control Cable and Power cable required to complete the scope of work as specified	12	Lot					
	Total of Price Schedule "A-2" (Local Supplies)							

Company:

Signature:

Seal :
Date:

Title:

Dhalkebar Grid Branch
Dhalkebar,Dhanusa

Dhalkebar Grid Branch Nepal Electricity Authority				PRICE SCHEDULE "A-3"	
WORKS : CONSTRUCTION & INSTALLATION DGB/2074/075-01				L/C : Local Currency (Nepalese Rupees)	
Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation		Estimated		Construction and Installation Works (excluding VAT)	
Serial No	Description	Quantity	Unit	L/C	
				Unit	Amount
3	DISMANTLING INSTALLATION TESTING & COMMISSIONING (ELECTRICAL)				
	Main Items				
3.1	Installation testing & Commissioning of 132 kV, 2000A, 3 Phase Disconnecting switch, with/without grounding switch	Set	12		
3.2	Civil Foundation cost for mounting structures of 132 kV, 2000A, Disconnecting Switch	Set	12		
3.3	Dismantling & Removal existing 132 kV, 2000A, 3 Phase Disconnecting switch, with/without grounding switch.	Set	12		
3.4	Modification in control & relay for Indicating Interlocking of 132 kV Disconnecting switch by TNC switch, contractors & control wiring in panel.	Set	12		
3.5	600 V Control Cable and Power cable required to complete the scope of work as specified	Set	12		
H	Total of Price Schedule "A-3" (Construction & Installation)				

Company:

Signature:

Seal :

Title:

Date:

Dhalkebar Grid Branch
Dhalkebar,Dhanusa

Dhalkebar Grid Branch Nepal Electricity Authority				PRICE SCHEDULE "A-4"			
WORKS : SPARE PARTS **DGB/2074/075-01**				L/C : Local Currency (Nepalese Rupees)			
Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation		**Estimated**		**Supply** **CIP Nepal Border Prices**		**Clearing, Forwarding and Transportation up to site**	
Serial No	**Description**	**Unit**	**Qty**	**L/C**		**L/C**	
				Unit	**Amount**	**Unit**	**Total Amount**
					1		4
4	**SPARE PARTS**						
4.1	Main Contact Assemblies	Nos	2				
4.2	Auxillary Contact Assemblies set	Nos	2				
4.3	Interlocking Coil set	Nos	2				
	Total of Price Schedule "A-4" (Spare Parts) (A)						

Company:

Signature:

Seal :

Title:

Date:

PART III: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7 - General Conditions of Contract

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

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

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

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

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

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

(g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.

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

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

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

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

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

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

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

(o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.

(p) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(q) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **SCC.**

(r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably

have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

(t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

(u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(v) **Letter of Intent** is the letter of the Employer expressing his intention to award the contract.

(w) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.

(x) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(y) "**Party**" means the Employer or the Contractor, as the context requires.

(z) **SCC** means Special Conditions of Contract

(aa) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(bb) The **Project Manager** is the person named in the **SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(cc) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 46.1.

(dd) The **Site** is the area defined as such in the **SCC**.

(ee) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(ff) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(gg) The **Start Date** is given in the **SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(hh) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ii) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(jj) A **Variation** is an instruction given by the Project Manager which varies the Works.

(kk) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the

SCC.

2.	**Interpretation**	2.1	In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
		2.2	If sectional completion is specified in the **SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (a) This Contract Agreement, (b) Letter of Acceptance, (c) Contractor's Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and (i) Any other document listed in the **SCC** as forming part of the Contract.
3.	**Language and Law**	3.1	The language of the Contract and the law governing the Contract are stated in the **SCC**.
4.	**Project Manager's Decisions**	4.1	Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5.	**Delegation**	5.1	The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6.	**Communications**	6.1	Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7.	**Subcontracting**	7.1	The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8.	**Other Contractors**	8.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
9.	**Personnel and Equipment**	9.1	The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant

qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **SCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have

provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC,** supplemented by any information available to the Bidder.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed within Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the Completion Date specified in the **SCC**.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The project Managers approval shall not alter the Contractors responsibility for design of temporary works.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **SCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Sub-Clause 58.1 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination.

23. Dispute Settlement

23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator or Dispute Resolution Committee (DRC) by either Party as specified in the **SCC** within 15 days after the expiration of amicable settlement period.

24. Appointment of the Adjudicator/ DRC Members

24.1 The Adjudicator if specified in the **SCC** shall be appointed by the consensus of the Client and the Contractor. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the **SCC**, to appoint the Adjudicator within 15 days of receipt of such request.

24.2 DRC shall be formed which comprise of three members. Each Party shall appoint one member each and the third member who shall act as the Chairman shall be appointed by the two members appointed by the Parties.

25 Procedures for Disputes

25.1 If a dispute is referred to the Adjudicator or the DRC then the Adjudicator or the DRC shall give a decision in writing within 30 days of receipt of a reference of the dispute.

25.2 The Adjudicator or the DRC Members shall be paid by the hour at the rate specified in the **SCC**, together with reimbursable expenses of the types specified in the **SCC**, and the cost shall be divided equally between the Client and the Contractor, whatever decision is reached by the Adjudicator or DRC. Either party may refer a decision of the Adjudicator or DRC to an Arbitrator within 30 days of the Adjudicator's or DRC's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRC's decision will be final and binding.

25.3 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and at the place given in the **SCC**.

B. Time Control

26. Program

26.1 Within the time stated in the **SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the **SCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which

would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

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

29. Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is

Defects defined in the **SCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price

36.1 In the case of an Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

37. Changes in the Contract Price

37.1 In the case of an Unit Rate contract:

(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

38. Variations

38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no

quotation shall be given and the Variation shall be treated as a Compensation Event.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

39. Cash Flow Forecasts

39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include as defined in the Contract in Nepalese Rupees.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise:

(a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the **SCC** on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates

and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

43.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.

44. Currency

44.1 The currency of Contracts shall be Nepalese Rupees.

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.

45.2 **Adjustment Formulate**[1]**:** "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:

$$pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + etc.$$

Where:

pn is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41;

A is a constant, specified in the Bidding Forms- Table of Price Adjustment data,, representing the nonadjustable portion in contractual payments;[2]

b, c, d, etc., coefficients representing the estimated proportion of each cost element (labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC;

Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "**n**," determined pursuant to Sub-Clause 45.4, applicable to each cost element; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4.

45.3 **Sources of Indices and Weightings:** "The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Engineer."

45.4 **Base, Current and Provisional Indices:** "The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available."

45.5 **Adjustment after Completion:** "If the Contractor fails to complete the Works within the time for completion prescribed under Clause 1.1 (u), adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the

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

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

current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 27, the above provision shall apply only to adjustments made after the expiry of such extension of time."

45.6 **Weightings:** "The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason."

45.7 **Subsequent Legislation:** "If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to any National Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2."

45.8 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract increase or decrease in an unexpected manner in excess of ten (10%) percent in comparison to the base price stated in the Bidding Form, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas:

For unexpected increase in price

$P = [R_1 – (R_0 \times 1.10)] \times Q$

For unexpected decrease in price

$P = [R_1 – (R_0 \times 0.90)] \times Q$

Where:

"P" is price adjustment amount

"R_1" is the present price of the construction material (Source of indices shall be those listed in the Bidding forms)

"R_0" is the base price of the construction material

"Q" is quantity of the construction material consumed in construction during the period of price adjustment consideration

45.9 The Price Adjustment amount shall be limited to a maximum of 25% of the initial Contract Amount unless otherwise is specified in the **SCC**.

45.10 The Price Adjustment provision 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.

46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax Clearance Certificate and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC,** against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the **SCC,** by a bank acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be

verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

54. Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC.**

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC 55.1**,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project

Manager;

(f) the Contractor does not maintain a Security, which is required; and

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **SCC.**

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Fraud and Corruption

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].

58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

58.3 Without prejudice to any other rights of the Employer under this Contract, GoN may blacklist the Contractor for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Contractor:

(a) if it is established that the Contractor has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract

For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" 3 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" 4 is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"5 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to

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

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

influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2.

59. Black Listing

59.1 Without prejudice to any other rights of the Employer under this Contract, GoN may **blacklist** a Bidder for its conduct one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

60. Instructions, Inspections and Audits

60.1 The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.

61. Payment upon Termination

61.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **SCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

61.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

62. Property

62.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

63. Release from Performance

63.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

[5] a "party" refers to a participant in the procurement process or contract execution.

Section 8 - Special Conditions of Contract

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

Special Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is Kathmandu Grid Division, Transmission Directorate, NEA
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be 5(Five) months.
GCCs 1.1 (bb) & 4.1	The Project Manager is *The Asst. Manager, Dhalkebar Grid Branch.*
GCC 1.1 (dd)	The Site is located at Dhalkebar Substation, Dhanusa District.
GCC 1.1 (gg)	*The **Start Date** shall be*: The Effective Date, upon which the period until the Time for Completion of the Facilities shall be counted from, is the date when all of the following conditions have been fulfilled: (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; (b) The Contractor has submitted to the Employer the performance security. (c) The Employer has paid the Contractor the advance payment(N/A) (d) The Contractor has been advised that LC has been issued in its favor. Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.
GCC 1.1 (kk)	The Works consist of **Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation** on turnkey basis as defined in the Bidding data and scope of work.
GCC 1.1 (kl)	***Add following terms and definitions after 1.1 (kk)*** The terms “Facilities” and “Works” are used interchangeably. The terms "Final Acceptance Certificate" and "Defects Liability Certificate" are used interchangeably. ***Add new definition as follows:*** Final Acceptance means the acceptance by the Employer of the Facilities, which certifies the Contractor's fulfillment of the entire Contract. The "Final Acceptance Certificate" shall be issued to the Contractor after the expiry of the last Defect Liability Period provided the Contractor has also fulfilled all its obligations towards the Income Tax Department and the Customs Department of Government of Nepal.
GCC 2.2	Sectional Completions are: NONE
GCC 2.3(i)	The following documents also form part of the Contract: - Minutes of Meetings as agreed upon. - Value Added Tax (VAT) certificate - PAN certificate - Tax clearance certificate
GCC 3.1	The language of the contract is ENGLISH The law that applies to the Contract is the LAW OF NEPAL
GCC 8.1	Schedule of other contractors: NONE

GCC 13.1

The minimum insurance covers shall be:

(a) Cargo Insurance

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

Amount	Deductible limits	Parties insured	From	To
110 % of CIP cost	(*)	Contractor	Dispatch Certificate	Arrival to Site

Excess 5% of claimed amount subject to minimum of NRs 20,000 for normal and NRs 80,000 for act of God/major perils and collapse.

(b) Installation All Risks Insurance

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

Excess 5% of claimed amount subject to minimum of NRs 10,000 for normal period and NRs 30,000 for testing period.

Amount	Deductible limits	Parties insured	From	To
110 % of Contract Value	(*)	Contractor	Dispatch Certificate	Final Acceptance Value

(c) Third Party Liability Insurance

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

Amount	Deductible limits	Parties insured	From	To
NRs. 1 million	As in (b) above	Contractor's Employees	Commencement of Works	Defect Liability Certificate
NRs. 1 million	As in (b) above	Employer's Personnel	Commencement of Works	Defect Liability Certificate
NRs. 4 million	As in (b) above	Third Party Personnel	Commencement of Works	Defect Liability Certificate

Automobile Liability Insurance

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

Workers' Compensation

	In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed. Employer's Liability In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed. Other Insurances The Contractor is also required to take out and maintain at its own cost the following insurances: Details: None Amount Deductible limits Parties insured From To The Employer shall be named as co-insured under all insurance policies taken out by the Contractor except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured's under all insurance policies taken out by the Contractor, except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies. The minimum cover for personal injury or death insurance shall, however, be not less than as per requirements of the Labor Act of Nepal.
GCC 14.1	Site Investigation Reports are: *NONE*
GCC 16.1	The completion date shall be Refer SCC 1.1
GCC 17.1	The following shall be designed by the Contractor: As applicable.
GCC 20.1	The Site Possession Date(s) shall be: *as agreed during Contract signing.*
GCC 23.2	A dispute of the procurement contract having contract price valuing up to one hundred million Rupees shall be resolved by the adjudicator and a dispute of the procurement contract having contract price more than that shall be resolved by a three-member dispute resolution committee.
GCC 24.1	Appointing Authority for the Adjudicator: Nepal Council of Arbitration (NEPCA)
CC 24.2	Note: If the adjudicator is identified and agreed during the contract agreement, insert the name of the Adjudicator or DRC Members. If not identified, the Adjudicator or DRC Members shall have to be agreed and appointed whenever the dispute arises
GCC 25.1	*Add the following at the end of 25.1:* If the DRB has done so, and no notice of intention to commence arbitration has been given by either the Employer or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.
GCC 25.2	The Adjudicator/DRC Members shall be paid by the hour at the rate of: As agreed during formation of DRB

	If either the Employer or the Contractor is dissatisfied with the Adjudicator's decision, or if the DRB fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Employer or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the DRB, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
GCC 25.3	Institution whose arbitration procedures shall be used: Nepal Council of Arbitration (NEPCA). Sub-Clause 25.3 – Any dispute between the Employer and Contractor arising in connection with the present Contract shall be referred to arbitration in accordance with the rule of Nepal Council of Arbitration. The place of arbitration shall be: Kathmandu, Nepal
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is *15* days. The amount to be withheld for late submission of an updated Program is: All due bills shall be withheld.
C. Quality Control	
GCC 33.1	*Add following before Clause 32.1* 1. The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer. 2. Should any inspected or tested Goods fail to conform to the Specifications, the Employer may reject the Goods, and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Employer. 3. The Employer's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Nepal shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Employer or its representative prior to the Goods' shipment from the country of origin. Nothing in Clauses here above shall in any way release the Contractor from any warranty or other obligations under this Contract.
GCC 34.1	The Defects Liability Period is: *365* days.
D. Cost Control	

GCC 37.1 (d)	*Add this new sub-clause:* The quantities entered in the Price Schedule are only estimated quantities. After detailed site investigation and design, the Contractor shall prepare a final Price Schedule within 3 months from the date of Contract Signing and submit to the Manager for approval. The Contractor shall agree to make no claims for anticipated profit or alleged losses because of any difference between the quantities actually furnished and erected and the estimated quantities in the Contract. NEA reserves the right at the time of award of contract or within six months from the effective date of contract to increase or decrease the quantities of the Price-schedule by up to fifteen percent (15%) of the contract price. Taking this into consideration, the Bidder shall present a fairly balanced *price on Bill of Quantities.*
GCC 41	*Delete sub-clauses 41.1, 41.2 and 41.3 and replace with the following:* **General** Payment for 80% of the foreign currency portion of the Contract shall be made by establishing an irrevocable Letter of Credit between any bank authorized by Government of Nepal (GON) and a bank in the Contractor's country nominated by the Contractor. All the fees and charges required for opening of Letter of Credit will be borne by the Employer. However, the fees and charges imposed by the Beneficiary's bank shall be borne by the Contractor. Payments for insurance, clearing, forwarding and transportation up to site, locally manufactured equipment and construction and installations shall be made only in local currency, i.e. in Nepali Rupees. The provisions of advance recovery deduction and retention as specified below under this Clause shall be also taken in to account during such payments. **Advance Payment (N/A)** Up to 10 % (Ten percent) of total Contract price may be payable in two installments: 5% after the signing of agreement for the mobilization of contractor's team at the site. The second installment of five percent (5%) shall be made after the contractor completes full mobilization at site and has fulfilled contractual obligations such as submission of insurance policies, work program and mobilization report. For the mobilization payment the Bidder shall produce the advance payment bank guarantee, which shall be deducted in proportion to each and every running bill submitted by the contractor. Such bank guarantee shall be made valid up to the entire contract period. Conditional bank guarantee shall not be accepted. **Payment for Supply & Delivery** **Eighty percent (80%)** of the Contract Price for supply portion will be paid against delivery of Plant and Materials at Site and submission of shipping documents comprising of clean on-board bill of lading for goods supplied from outside the Country or delivery list/truck receipt for goods supplied from within the Country, detailed invoice, inspection and test certificates issued by Employer's inspector/nominated inspection agency (where applicable), factory test report, packing list, insurance certificate, certificates of origin, manufacturer's or supplier's warranty certificate and certificate issued by the Employer's Representative evidencing delivery of Plants or Materials at Site. *Remaining **Five Percentage (5%)** of supply portion will be paid after testing and commissioning of equipment and issuance of taking over certificate.*

	Payment for Construction and Installations Payment for Construction and Installation works against progress bill will be made according to the progress report, approved by the Employer's Representative. i. Payments to the Contractor for progress payments shall be made by the NEA to the Contractor within reasonable time after receipt of invoices. ii. Payments to be made to the Contractor by the NEA other than progress payments shall be made in accordance with the relevant clauses governing each type of payment. iii. All payments to the Contractor for work performed under the Contract shall be in Nepalese Rupees in accordance with supply and construction items unit prices pursuant to the Bid Price Schedules. Notwithstanding NEA procedural assistance to the Contractor, will neither make any foreign currency payments to the Contractor for any reason whatsoever nor guarantee any foreign currency commitment by the Contractor. iv. Progress Payment shall be made only after the completion of work under any construction unit complete as mentioned in BOQ as per standard drawing, specification and as directed by the Manager. ***Retention Amount*** **Five percent (5%)** from each progress payment for supply of Plant and Materials; Insurance, Clearing, Forwarding and Inland Transportation to Site; and Construction and Installation works shall be retained. The following conditions shall be fulfilled for the payment of such retained amount: (a) 5% retention amount shall be paid against issuance of Defect Liability Certificate. This Certificate shall be issued upon receipt of income tax clearance certificate by Government of Nepal (GON), Internal Revenue Department (IRD) and custom clearance documents showing the re-export of all the returnable items or tax payment Certificate for items disposed in the Country including fulfillment of all outstanding obligations. If the Contractor fails to clear all the required taxes, custom clearances and all outstanding obligations as mentioned above, such money shall be deducted from this portion of the Retention money. The Employer shall pay the Contractor the amounts certified by the Manager within 45 days from the date of approval of each certificate. ***Income Tax Deduction*** From each progress bill, an amount, as determined by the prevalent rules and regulations of GOVERNMENT OF NEPAL, shall be deducted and deposited with the concerned Tax Department in the Country as a deposit towards Contractor's income tax.
GCC 42.1	*Delete sub-clause 42.1 (e), (f), (g) & (i)*
GCC 43	*Delete sub-clause 44.1 and replace with the following:* **1. In the country of Origin** The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract. **2. In Nepal** **General:** (a) Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other

taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 28 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract. Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract.

(b) **Value Added Tax (VAT):** if not included in the costs while submitting bids by the Contractor, sub contractor or its nominated sub contractor, shall be eligible for refund on all imported equipment and materials to be supplied and delivered exclusively for use in the Project.

(c) In the event that the origin of any of the contractor's or its subcontractor's or the nominated subcontractor's plant, equipment and materials is India or third country, the provisions for the exemption of customs duties and VAT as per regulation of GoN, as mentioned in this clause shall be applied. For such provision, the Contractor must submit the request for the Custom, VAT exemption along with all supporting documents as required by GoN.

(d) The Employer will bear custom duty, VAT, any license fee and contribution levied by the Tax Department of GOVERNMENT OF NEPAL on above imported Plant and VAT (13%) on Plant procured directly from local manufacturers.

(e) Thirteen percent (13%) VAT will be levied on Construction and Installation. The Employer will pay this VAT to the Contractor on each bill and the Contractor shall be responsible for payment of the same to the concerned tax authority in the Country.

Failure to comply with this regulation may result in imposition of full customs duties, VAT, etc. as per prevalent rules and regulations of GOVERNMENT OF NEPAL. In such case, the additional taxes and duties, including VAT, shall be borne by the Contractor.

Staff Income Tax:

The Contractor's staff, personnel and laborers, and those of its subcontractors, will be liable to pay personal income taxes in the Employer's country, irrespective of whether they are local or foreign nationals on income earned including salaries and wages as applicable under the laws and regulations of Nepal. The Contractor shall perform such duties in regard to Tax Deduction at Source (TDS) thereof as may be applicable by such laws and regulations.

Import License:

The Contractor shall inform the Employer and the Project Manager in writing the details of the equipment and materials to be imported into Nepal for use on the Works at least 56 days prior to arrival of shipment at disembarkation port, and shall submit a formal written request for assistance from the Employer for importation processing. The Employer will assist the Contractor to obtain necessary permits for import of such equipment and materials into Nepal. Import license fees or any other charges shall be at the cost of the Contractor. The Contractor shall be responsible for transport from the Port of disembarkation to the Site or location of the Works. The Contractor shall be fully responsible to determine these rates and the amount payable at the time of preparing tender document and include such costs in its bids. In failing to do so, the Employer shall not be liable to pay such costs and the Contractor shall pay such charges as local or any customs authorities en-route may impose, which will not be an eligible item for refund from the Employer.

Duties on Equipment, Plant, Materials and Supplies:

(a) Notwithstanding the provisions of this document, the Contractor's Plant and Equipment, including essential tools thereof, imported for the sole purpose of executing the Contract on condition of re-export upon completion of the Works, shall be exempt from payment of customs duties, VAT and applicable taxes. However, the Contractor shall deposit the amount or provide a Bank Guarantee to the GON Customs office equal to amount of customs duties and other taxes as per the prevailing laws, rules and regulations of Nepal for those imported equipment, plant, materials and supplies at the time of import. Such deposited amounts shall be refunded, or the Bank guarantee cancelled by the Customs Office after Re-export of those imported equipment, plant, materials and supplies.

(b) Any plant, materials or supplies imported by the Contractor for the performance of the Works but not incorporated in the Works shall be taken out of Nepal within 90 (Ninety) days from the date of issuance of the Performance Certificate. If the Contractor disposes off or consumes any equipment, spare parts, materials or supplies within Nepal, it shall pay all customs duties, VAT, income tax on the sales proceeds and taxes applicable on such items under the laws and regulation of Nepal in force.

(c) Equipment, plant, materials and supplies, imported by the Contractor for execution of the Works, shall be subject to payment of customs duty at a special rate of one percent (1%) of CIP or Customs entry point value. This customs duty shall be paid by the Contractor at the time of import and will be reimbursed by the Employer to the Contractor upon submission of the original receipt issued by the Customs Department.

(d) VAT shall be exempted on all imported materials & equipment purchased for the use in the Works (shall be reimbursed by the Employer in case the Employer is unable to avail exempt facility).

(e) VAT applicable on plant & equipment supplied directly from manufacturing plant in the Employer's country shall be reimbursed.

(f) The Contractor shall maintain records satisfactory to the Employer documenting use of all Plant, Materials and Supplies imported into and/or procured for the performance of the Works. If any of such Plant, Materials and/or Supplies, imported into Nepal or otherwise supplied to the Project at a special or preferential rate of Customs Duties or taxes, are misused or found to be used or appropriated for any purpose other than the Project, the Contractor shall be held fully responsible, and liable to pay customs duties, VAT and other taxes and/or any penalties as may be imposed in accordance with the prevailing laws and regulations of Nepal.

(g) Income tax assessed in accordance with the prevailing Income Tax Act of Nepal and as per the provision of any specific Double Taxation Agreement, shall be imposed on the Contractor, its sub-contractors and nominated sub- contractors. An advance income tax as per the prevailing income Tax Act and Finance Act shall be deducted from the monthly progress payment of the Contractor.

(h) The Contractor shall pay all duties, taxes, fees and contributions levied in Nepal in Nepalese Rupees as directed by the relevant governmental department or office, or any other local statutory agency or body in accordance with the relevant rules and regulations.

(i) The provisions of this clause shall apply equally to foreign subcontractors or nominated subcontractors of the Contractor employed for the Works.

(j) The Contractor and any foreign subcontractors or nominated subcontractors employed on the Works, if not already registered in Nepal, shall be required to get registered with the Inland Revenue Department (IRD) for the purpose of the Contract, which shall be undertaken within 28 days after signing of the Contract Agreement. The Contractor, sub-contractor or the nominated subcontractor shall submit certified copies of the Registration Certificate(s) to the Manager within 14 days of registration.

(k) Other local fees and charges (toll taxes) shall be applied in accordance with the

	prevailing laws and regulations of Nepal. The Contractor shall pay all applicable customs & taxes and the Employer shall reimburse the same at the earliest. Locally available goods, construction materials including fuel, lubricating oil, cement, timber, iron and steel goods, etc. shall be procured locally. All taxes for such goods procured from the local market shall be included in the Contract Rates and Prices and no reimbursement or payment in that respect shall be made to the Contractor.
GCC 44	Payments shall be made in Nepalese currencies.
GCC 45	Delete Clause 45.1 to 45.9. This is fixed price contract.
GCC 45.2	The Contract ..... subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients ..... apply. (Not Applicable)
GCC 45.9	*[Not Applicable]*
GCC 46.1	The proportion of payments retained is: *5 (FIVE) PERCENT*
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is *10 PERCENT* of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is *0%* per day. The maximum amount of Bonus for the whole of the Works is *0%* of the final Contract Price.
GCC 49.1	The Advance Payment shall be limited to Ten percent (10%) of the initial Contract price excluding the provisional sums, day works and VAT and shall be made to the Contractor upon submission of acceptable Bank Guarantee for advance payment.
GCC 49.3	*The Advance Payment will be recovered as follows*: Deduction will be at the rate of at least 10% of the respective invoices until such time as the advance payment has been repaid.
GCC 50.1	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Five percent (5%) (Clause ITB 38.1) and an additional amount of 8% of the Contract price if the Employer has increased the Performance Security amount pursuant to ITB Sub Clause ITB 32.5 The standard form(s) of Performance Security acceptable to the Employer shall be "an Unconditional Bank Guarantee" acceptable to the Employer of the type presented in Section IX of the Bidding Documents.
E. Finishing the Contract	
GCC 53.1	Replace the whole clause with following The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, after completion of the Works in accordance with the Contract, including Tests on Completion. A pre-requisite for such request is that the entire Work has been subjected to normal operating stresses for at least two (2) months and that no defects or elements of danger have developed during this period (except for minor outstanding work that does not affect the use of the Works or Section for their intended purpose). The Employer's right to subject part of the Work to normal operating stresses during the course of execution is not affected by the provisions of this article. When the Employer/Employer's Representative is satisfied that the whole Works have been

	completed and has established that the individual components are impeccable in all respects and fulfill the stipulated conditions, and after any defects that may have come to light have been remedied, a Taking-Over Certificate will be issued by the Employer's Representative with copy to the Employer. The right to determine whether or not the whole Work is completed rests with the Employer/Employer's Representative. If the Works are divided into Sections, the Contractor shall be entitled to apply for a Taking-Over Certificate for each Section. The issuance of the Taking-Over Certificate marks the beginning of the Defect Liability Period. The Employer can reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued: the Contractor shall then complete such work before issuing a further notice under this Sub-Clause.
GCC 56.1	*The date by which operating and maintenance manuals are required is*: Prior to the issuance of the Certificate of Completion. *The date by which "as built" drawings is required is*: Prior to Completion Certificate. Moreover, should any change is required in the "as-built" drawings because of rectification of any defects within the Defects Liability Period, such changes shall be incorporated and "as-built" drawings shall be updated accordingly before issuance of the Final Acceptance Certificate.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: Full value of last Invoice.
GCC 57.2 (g)	The maximum number of days is: *consistent with clause 47.1 of liquidated damages.*
GCC 61.1	*The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is:* 50%. The Manager has to obtain the specific approval of the Employer for taking any of the following actions: a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7; b. Certifying additional costs determined under General Conditions of Contract Clause 42; c. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 27; d. Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. e. There shall be no changes in unit rates quoted by the contractor pursuant to clause 37 of General Conditions of Contract.
GCC 64	Add the Clause 64 in GCC with followings Sub Clauses: **64.1** *Inspection and Tests* a) General

The quality, workmanship and performance of all items and the Works or equipment (raw materials, components, intermediate assemblies and end products) shall be subject to inspections and tests by the Employer / Employer's Representative to the extent practicable, at the relevant locations and in any event prior to Taking Over. Unless otherwise directed, testing and inspection shall be done according to the best commercial method for the particular type and class of work.

The Employer / Employer's Representative shall be entitled at all reasonable times before and during the periods of design, manufacture, shipment, site erection, commissioning and guarantee period to inspect, examine and test the design work, materials and workmanship of all work and equipment to be supplied under the Contract, and if part of the Work or equipment is being manufactured on other premises, the Contractor shall obtain for the Employer / Employer's Representative permission to inspect, examine and test as if the said Works or equipment were being manufactured on the Contractor's premises. The inspection, examination or testing, if made, shall not release the Contractor from any responsibility and obligation under the Contract. Work and equipment not manufactured or erected in accordance with the Contract shall be removed by the Contractor at his own expense.

Inspectors and other properly authorized representatives of the Employer / Employer's Representative shall be free at all times to perform their duties, and any intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees or Sub-Contractor shall be sufficient reason, if the Employer so decides, for the termination of the Contract.

The Contractor shall furnish all reasonable aid and assistance required by the Employer / Employer's Representative, or inspectors, for the proper inspection and examination of the Work and all parts thereof. For tests on the premises of the Contractor or of any Sub-Contractor or at Site (unless otherwise stated in the Specifications), the Contractor shall provide at his expense such as means of access, space, vehicles, machines, labor, materials, electricity, fuel, stores, apparatus and instruments, as well as make available the use of all Contractor's facilities as may be required and as may be demanded reasonably to perform these tests efficiently.

The Contractor shall analyze and test all materials and equipment, which the Employer / Employer's Representative requires to be analyzed or tested. Selection of samples for testing material or equipment shall be made by the Employer / Employer's Representative. The Contractor shall analyze and test these materials and equipment in the manner and at the time and place stated in the Contract Documents or required by the Employer / Employer's Representative in accordance with the provisions of the Contract.

Under completion of manufacture at the factory, the Employer will depute his personnel to the Contractor's factory to witness the fabrication, assembly and testing of any or all parts of the equipment and materials as specified in Sub-Clause 64.2 of SCC.

Unless waived in writing by the Employer / Employer's Representative or unless otherwise stated in the Specifications, all inspections and tests shall be made in the presence of the Employer / Engineer or inspector authorized by the Employer.

Only those materials and parts of the Work and equipment, which have been approved by the Employer / Engineer shall be used and shipped.

The contractor has to submit the Tests Reports of the equipment.

B. Cost of tests borne by the Contractor

Unless otherwise specified, all costs related to the fabrication, assembly and test or tests shall be arranged and borne by the contractor at its own cost. This shall apply to tests performed at the Site or elsewhere.

c. Dates for inspection and testing

The Contractor shall agree with the Employer / Employer's Representative the date on and the place at which any Work will be ready for testing as provided in the Contract and if the Employer / Employer's Representative fails to attend at the place so named on the date agreed the Contractor may proceed with the tests, which shall be deemed to have been made in the Employer / Employer's Representative presence, and shall forthwith forward to the Employer / Engineer duly certified copies of the test readings.

D. Facilities for testing

Where the Contract provides for tests on the premises of the Contractor or of any Sub-Contractor the Contractor shall provide such assistance, labor, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

E. Rejection

If as a result of such inspection, examination or test of the Work the Employer / Employer's Representative shall decide that such Work is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore, the Contractor shall with all speed make good the defect or ensure that the Work complies with the Contract. Thereafter, if required by the Employer / Employer's Representative, the tests shall be repeated under the same terms and conditions and all expenses borne by the contractor.

All costs incurred by the Employer by the repetition of the tests or false calls shall be borne by the Contractor. Any delay in delivery due to retest or false call shall not constitute a release of the Contractor for his responsibilities for delay.

F. Commissioning

Commissioning shall be defined as those parts of the tests on completion which include the trial runs and operational tests to be carried out in order to put equipment into service under real operating conditions. Commissioning shall take place in accordance with the instructions of the manufacturers of the relevant parts of equipment.

64.2 Inspection and Test at factory(N/A)

The factory acceptance test shall be witnessed by the third party inspectors appointed by the Employer. In case the third party inspectors are not appointed, the factory acceptance test shall be witnessed by the Employer or the representatives on behalf of the Employer. The Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all travelling & board and lodging expenses.

Number of Inspectors for the factory acceptance test.

Section 9 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Intent **2**

Letter of Acceptance **3**

Contract Agreement **4**

Performance Security **5**

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Letter of Intent

[on letterhead paper of the Employer]

. . . . . ***date***. . . . . .

Notes on Letter of Intent

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

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

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

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

Authorized Signature: .....

Name: .....

Title: .....

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

Letter of Acceptance

[on letterhead paper of the Employer]

. . . . . ***date***. . . . . .

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

Subject: . . . . . ***Notification of Award***

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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . ., ..., between . . . . . name of the Employer***. . . . . (hereinafter "the Employer"), of the one part, and . . . . .*** name of the Contractor***. . . . .(hereinafter "the Contractor"), of the other part:***

WHEREAS the *Employer* desires that the Works known as . . . . . ***name of the Contract.*** . . . .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. *In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*

2. *The following documents shall be deemed to form and be read and construed as part of this Agreement.*

   (a) - the Letter of Acceptance;

   (b) - the Letter of Bid;

   (c) - the Addenda Nos . . . . . ***insert addenda numbers if any***. . . . .

   (d) - the Special Conditions;

   (e) - the General Conditions;

   (f) - Bills of Quantities (BOQ);

   (g) - the Specification;

   (h) - the Drawings*;*

   (i) - the completed Schedules; and

   (j) - Bidding Forms -Table of Price Adjustment Data

   (k) Any other document

3. *In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.*

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

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

Signed by	Signed by.....
for and on behalf of the Employer in the presence of	for and on behalf the Contractor in the presence of
Witness, Name, Signature, Address, Date Date	Witness, Name, Signature, Address,

Performance Security

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

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

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

Date: .....

Performance Guarantee No.: .....

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

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

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

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

. . . . . .

Seal of Bank and Signature(s)

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

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

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

Advance Payment Security

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

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

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

Date:

Advance Payment Guarantee No.:

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

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

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

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

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

. . . . . .

Seal of Bank and Signature(s)

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

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

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

Dhalkebar Grid Branch

Transmission & System Operation

Dhalkebar, Dhanusa.

Tender No:DGB-2074/0754-01

JOB: Supply, Delivery, Installation, Testing and Commissioning of 132 kV Disconnecting Switch at Dhalkebar Substation.

	Activities	Number of Months											
		1	2	3	4	5	6	7	8	9	10	11	12
	Supply, Delivery, Installation, Testing and Commissioning of 11 kV switchgear panel at Bhaktapur Substation												
1	Contract Signing												
2	Mobilization												
3	Detail Work Schedule												
4	Design Submission and approval												
5	Manufacturing												
6	Inspection & Delivery at Site												
7	Civil Works												
8	Construction and Installation												
9	Testing & Commissioning												

Dhalkebar Grid Branch
Dhalkebar,Dhanusa