NEPAL ELECTRICITY AUTHORITY

DISTRIBUTION AND CONSUMER SERVICES DIRECTORATE

BIRATNAGAR REGIONAL OFFICE

ITAHARI DISTRIBUTION CENTER

ITAHARI

BID DOCUMENT

FOR

LT Line Extension Works

SEALED QUOTATION NO. : - NEA-IDC-2074/075-05, SQ

Last Date of Bid Purchase	**: 2074/12/14 within office hours**
Last Date / time of Bid Submission	**: 2074/12/15 by 12:00 hrs**
Date / time of Bid Opening	**: 2074/12/15 at 14:00 hrs**

Name of Bidder: ….....

CONTENTS OF BID DOCUMENTS

		Page
COVER PAGE		1
CONTENTS OF BID DOCUMENTS		2
INVITATION FOR BID		3
SECTION I:	INSTRUCTIONS TO BIDDERS	5
SECTION II:	CONTRACT FORM	18
SECTION III:	CONDITIONS OF CONTRACT	20
SECTION IV:	CONSTRUCTION STANDARD	24
SECTION V:	DRAWINGS	31
SECTION VI:	ANNEXES	
A:	Performance Security Form	41
B:	Work Schedule	42
C:	Form C-1 to Form C-2	43-44
D:	Bid Security (Bank Guarantee)	45
SECTION VII: BILL OF QUANTITIES		46

INVITATION FOR BID

नेपाल विद्युत प्राधिकरण
वितरण तथा ग्राहक सेवा
ईटहरी वितरण केन्द्र, इटहरी
सिलवन्दी दरभाउपत्र आह्वानको सूचना
(गोरखापत्र दैनिकमा प्रथम पटक प्रकाशित मिति २०७४।११।३०)

आ.व. २०७४/०७५ च.नं. 9256

यस कार्यालयको लागि निम्न लिखित कार्य सिलबन्दी दरभाउपत्रबाट गराउनूपर्ने भएकोले नेपाल सरकारबाट सम्वन्धित कार्यको इजाजतप्राप्त, मुल्य अभिबृद्धि कर (VAT) PAN मा दर्ता भएका, आयकर तिरेका, रजिष्टर्ड फर्मबाट निम्नलिखित शर्तको अधिनमा रही कार्य गर्न राष्ट्रिय स्तरको सिलवन्दी दरभाउपत्र आहवान गरिएको छ ।

१. सिलबन्दी दरभाउपत्र सम्वन्धी कागजात यो सुचना गोरखापत्रमा प्रकाशित भएको मिति २०७४।११।३०गते देखि १५ दिन भित्रमा **प्राइम कर्मसियल बैंक लि., इटहरी**को यस कार्यालयको राजश्व खाता नं **01600617CA** मा रु. १०००।– जम्मा (फिर्ता नहूने) गरी सो को सक्कल बैक भौचर, अख्तियार पत्र, चालू आ.व.को लागि नविकरण भएको सम्वन्धित कार्यको इजाजतपत्र, VAT PAN दर्ता प्रमाणपत्र, कर चूक्ता प्रमाणपत्रका नोटरीबाट प्रमाणित प्रतिलिपिसहित निवेदन दिई सम्वन्धित कार्यालयबाट कार्यालय समय भित्र खरिद गर्न सकिनेछ ।

२. सिलबन्दी दरभाउपत्र खरिद गर्ने अन्तिम मितिको भोलिपल्ट दिनको १२:०० बजेसम्ममा सम्वन्धित कार्यालयमा दर्ता गराई सक्नुपर्नेछ । सिलबन्दी दरभाउपत्र सोही दिन तल उल्लेखित समयमा दरभाउपत्रदाता वा निजको प्रतिनिधिको उपस्थिति/अनुपस्थितिमा सम्वन्धित कार्यालयमा खोलिनेछ ।

३. सिलबन्दी दरभाउपत्र खरिद, दाखिला एवं खोलिने अन्तिम दिन विदा पर्न गएमा सो को भोलिपल्ट सरेको मानिनेछ ।

४. सिलबन्दी दरभाउपत्र साथ सिलबन्दी दरभाउपत्रको तल उल्लेखित जमानत (विडवण्ड) वापतको रकम नविल बैक लि. इटहरीमा रहेको यस कार्यालयको **धरौटी खाता** नं ०९०६०१७५०००१२ मा जम्मा गरी सो को सक्कल बैक भौचर वा नेपाल राष्ट्र बैंकबाट मान्यताप्राप्त कूनै पनि वाणिज्य बैंकबाट सम्वन्धित कार्यालयको नाममा जारी गरिएको कम्तीमा वोलपत्र खोलिने मितिले ७५ (पचहत्तर) दिन म्याद भएको शर्तरहित बैक जमानीपत्र वा बैक ड्राफट अनिवार्यरुपमा पेस गर्नूपर्नेछ । सिलवन्दी दरभाउपत्रको मान्य अवधि ४५ दिन हूनेछ ।

५. सिलवन्दी दरभाउपत्रको कवोल गरेको दररेट तथा कूल रकम अंक र अक्षरमा प्रष्ट हूने गरी उल्लेख गर्नूपर्नेछ । अंक र अक्षरमा फरक परेमा अक्षरलाई मान्यता दिइनेछ ।

६. सिलवन्दी दरभाउपत्र दाताले सिलबन्दी दरभाउपत्र खाम बाहिर कार्यालयको नाम, ठेगाना, दरभाउपत्र नम्वर, कार्य विवरण र सिलबन्दी दरभाउपत्रदाताको छाप, नाम, ठेगाना स्पष्ट लेख्नूपर्नेछ ।

७. फ्याक्स, टेलिग्राम वा इमेलबाट प्राप्त दरभाउपत्र फारमलाई मान्यता दिइने छैन ।

८. सिलवन्दी दरभाउपत्र पुर्ण वा आंशिक रुपमा स्वीकृत गर्ने वा नगर्ने सम्पुर्ण अधिकार सम्वन्धित कार्यालयमा निहित रहनेछ ।

९. सिलवन्दी दरभाउपत्र सम्वन्धी अन्य थप कूरा बूझनूपरेमा सम्वन्धित कार्यालयमा सम्पर्क राख्न सकिनेछ ।

सि.नं.	वोलपत्र नं.	कार्य विवरण	निर्माण कार्यको लागत अनुमान रु. भ्याट सहित	सिलवन्दी दरभाउपत्र जमानत वापत धरौटी रकम	वोलपत्र खोलिने मिति र समय
१	**NEA-IDC-2074/075-05, SQ (e-bid)**	**LT Line Extension Works**	रु.१९,९९,७९३।०२	५५,०००।००	२०७४।१२।१५ समय दिनको २:०० वजे
२	**NEA-IDC-2074/075-06, SQ (e-bid)**	**Office Building Construction Works**	१५,०६,५८७।४१	४२,०००।००	२०७४।१२।१५ समय दिनको २:०० वज

नेपाल विद्युत प्राधिकरण
इटहरी वितरण केन्द्र, इटहरी
फोन नं. ०२५–५८३४५९

०७/१२/०९

इन्जिनीयर

दरभाउपत्र आह्वानको सूचना

(गोरखापत्र दैनिकमा सूचना प्रकाशित मिति : २०७४/११/३०)

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

सि. नं.	दरभाउपत्र नम्बर	कामको विवरण	दरभाउपत्रको मूल्य रु.	दरभाउपत्रको जमानत रु.	निर्माण कार्यको लागतअनुमान रु. (VAT सहित)	दरभाउपत्र खरिद गर्ने अन्तिम मिति र समय	दरभाउपत्र दाखिला गर्ने अन्तिम मिति र समय	दरभाउपत्र खरिद गर्ने कार्यालयको बैंक र खाता नं.	दिइबण्डु जम्मा गर्ने कार्यालयको बैंक र खाता नं.	दरभाउपत्र खोलिने मिति र समय	सम्बन्धित कार्यालय
१.	NEA-KHDC-2074/075-07, SQ	चिचिलागा.पा.दिदीडम्मा ग्रामिण विद्युतीकरण कार्य	१,०००/-	४७,०००/००	१७,४१,४७१/४८	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२:०० बजेसम्म	सेन्चुरी कमर्सियल बैंक, खाँदबारी, ०२७०००००१४९ CA	नबिल बैंक लि., खाँदबारी, ४१०१०१७४००१२८	२०७४/१२/१५ दिनको १४:०० बजे	खाँदबारी वितरण केन्द्र, ०२९-४६१०२८
२.	NEA-KHDC-2074/075-08, SQ	सिलीचोङ, चैनपुर, नुमलगायतकास-थानमा ११ के.भि. प्रसारण तथावितर-ण लाइननिर्माण कार्य	१,०००/-	४४,४००/००	१७,०१,०६४/१८	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२:०० बजेसम्म	सेन्चुरी कमर्सियल बैंक, खाँदबारी, ०२७०००००१४९ CA	नबिल बैंक लि.,खाँदबारी, ४१०१०१७४००१२८	२०७४/१२/१५ दिनको १४:३० बजे	खाँदबारी वितरण केन्द्र, ०२९-४६१०२८
३.	NEA-DhanDC-2074/075-08,SQ	HT/LT Line Extension Works	१,०००/-	२०,२००/००	८,०४,६८०/९३	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२:०० बजेसम्म	राष्ट्रिय वाणिज्य बैंक धनकुटा राजश्वखाता,४४२	राष्ट्रिय वाणिज्य बैंक धनकुटा, धनौटी खाता,११७०	२०७४/१२/१५ दिनको १४:०० बजे	धनकुटा वितरण केन्द्र फोन ०२६-४२००९१
४.	NEA-IDC-2074/075-05, SQ	LT Line Extension Works	१,०००/००	४४,०००/००	१९,९९,७९३/००	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२:०० बजेसम्म	प्राइम कमर्सियल बैंक, इटहरी, ०१६००६१७CA	नविल बैंक इटहरी ०९०६०१७४०००१२	२०७४/१२/१५ दिनको १४:०० बजे	इटहरी वितरण केन्द्र ०२४-४८३४४९
५.	NEA-IDC-2074/075-06, SQ	Office Building Construction Works	१,०००/००	४२,०००/००	१४,०६,४८७/४१	२०७४/१२/१४ गते कार्यालय समयसम्म	२०७४/१२/१५ दिनको १२:०० बजेसम्म	प्राइम कमर्सियल बैंक, इटहरी, ०१६००६१७CA	नविल बैंक इटहरी ०९०६०१७४०००१२	२०७४/१२/१५ दिनको १४:३० बजे	इटहरी वितरण केन्द्र ०२४-४८३४४९

नेपाल विद्युत् प्राधिकरण

विराटनगर क्षेत्रीय कार्यालय, विराटनगर। फोन : ०२१ ४३६३०६

Section I: INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

Nepal Electricity Authority, Itahari Distribution Center, Itahari, Sunsari intends to perform LT Line Extension Works in different places of Itahari sub metropolitan & Barah Municipality of Sunsari District. Payments shall be subjected to the terms and conditions of payment specified in conditions of the Contract Agreement.

2. Definitions

Whenever used in this INVITATION FOR BIDS (IFB) or other CONTRACT DOCUMENTS or in any correspondence relating hereto, or any supplement made a part hereof, the following terms shall have the meanings set forth hereinafter.

2.1 "APPROVED / APPROVAL" shall mean approval in writing by the "NEA"

2.2 "BIDDER" shall mean the person or partnership, who submits a proposal to furnish, and construct the 400/230 V LT line for a price. Upon acceptance of the successful BIDDER's Proposal, BIDDER will become CONTRACTOR and all reference to BIDDER shall apply to CONTRACTOR.

2.3 "BID AMOUNT" shall means the total Bid Amount indicated in the Bill of Quotation, Bid Price or Bid sum or such adjusted amount if corrections are made under the provision in the Contract.

2.4 "CONTRACTOR" shall mean and refer to the successful BIDDER OR BIDDERS after acceptance of his Proposal and his posting of acceptable Performance Bond, as required.

2.5 "CONTRACT" shall mean and refer to the written, binding agreement between NEA and the CONTRACTOR.

2.6 "CONTRACT DOCUMENTS" shall mean and refer to the CONTRACT, all Drawings, Specifications and Addenda thereto as prepared and issued by NEA, the CONTRACTOR's Proposal, the Acceptance of the Proposal, and any Manufacturer's Drawings as approved by NEA, all of which are or become part of the Agreement between the CONTRACTOR and NEA.

2.7 G/N shall mean and refer to Government of Nepal or any agency of Government of Nepal.

2.8 "LETTER OF ACCEPTANCE", shall mean the official notice issued by NEA notifying the CONTRACTOR that his Bid has been accepted and that NEA desires to enter into a mutually acceptable CONTRACT.

2.9 "EMPLOYER" or "NEA" shall mean and refer to Nepal Electricity Authority, its successors.

2.10 "RUPEES" shall mean Rupees of Nepali Currency.

2.11 "SPECIFICATIONS" shall mean the specification prepared for particular items as instruction to the Contractor in executing that item or work.

2.12 "WEEK" shall mean seven consecutive days.

2.13 "WORKS" shall mean the work to be executed in accordance with the Contract.

2.14 "SEAL" shall mean or refer to the condition of the envelope closed from all sides by using glue and wax.

3. Scope and Work completion

3.1 NEA wishes to receive Bids for LT Line Extension Works to be conducted in different places Itahari submetropolitan & Barah Municipality, Sunsari District. The details are mentioned in the Scope of Work (Section IV: Construction Standard).

2 The whole WORK shall be completed within 90 calendar days after the date of signing the Contract.

3.3 All Bids are to be filled completely and returned to NEA in accordance with these Instructions to Bidders.

4. Eligible bidders

4.1 This Invitation for Bids (IFB) is open to all qualified bidders who are in relevant business.

5. Cost of Bidding

5.1 The BIDDER shall bear all cost associated with the preparation and delivery of its Bid, and NEA will in no case be responsible or liable for any costs incurred, regardless of the conduct or outcome of the bidding process.

6. Assurance

6.1 The successful BIDDER will be required to give satisfactory assurance of its ability and intention to construct the 11 KV lines, pursuant to the CONTRACT, within the time set forth therein.

B. The Bidding Documents

7. Bidding Documents

7.1 NEA shall provide one original set of Bid Document.

The Bidding Documents include:

I. Instructions to Bidders
II. Contract Form
III Conditions of Contract
IV Construction Standard
V Drawings
VI Annexes
VII. Bill of Quantities

7.2 The BIDDER is expected to examine all instructions, forms, terms and specifications in the Bidding Documents.

8. Clarification of Bidding Documents

8.1 Any prospective BIDDER requiring any further information or clarification of the Bidding Document may notify NEA in writing or by fax at the NEA's mailing address indicated in the Invitation for Bids. NEA will respond as early as possible, in writing to any request for

information or clarification of the Bidding Documents which it receives no later than (*one fourth of bidding period*).

8.2 Any substantive explanations or interpretation will be made in the form of a written Amendment which will be furnished to all BIDDERS alike and will be binding upon them. Receipt of such Amendment by BIDDERS shall be acknowledged in their Bid.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of Bids, NEA may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective BIDDER, modify the Bidding Documents by amendment.

9.2 The amendment shall be part of the Bidding Documents pursuant to Clause 7.1, and will be transmitted in writing or by fax to all prospective BIDDERS who have received the Bidding Documents, and will be binding on them.

9.3 In order to afford prospective BIDDERS reasonable time in which to take the amendment into account in preparing their Bids, NEA may, at its discretion, extend the deadline for the submission of Bids in accordance with Clause 21.

10 Language of Bid

10.1 The Bid prepared by the BIDDER, and all correspondence and documents relating to the Bid exchanged by the BIDDER and NEA, shall be written in the English language. In case of Nepali bidder, correspondences in Nepali language shall also be acceptable.

C. Preparation of Bids

11. **Documents Comprising the Bid**

The Bidder shall submit the bid in a wax sealed envelope and shall comprise the followings:

(i) The original bid.

(ii) The documentary evidence to demonstrate that the bidder has the experience to perform the contract under this tender as per Clauses 15 and 16. For this purpose, the BIDDER shall duly fill up the forms C, and furnish user's certificates to authenticate the information provided in these forms.

(iii) The Work schedule duly filled up.

(iv) Any other information/documentation required to be furnished in accordance with the instructions to BIDDERS.

(v) The Bid form and Price Schedule completed in accordance with Clauses 12, 13 and 14 of Bid Documents.

(vi) The Bid security is furnished in accordance with Clause 16 of Bid Documents.

All pages of the original Bid Documents, issued by NEA shall be initialed and stamped.

12. Bid Form

12.1 The BIDDER shall complete original copy of the Bid document and submit the same.

13. Bid Prices

13.1 The BIDDER shall complete the appropriate Price Schedules included herein, stating the unit price and the total Bid Prices of all Works to be completed under the CONTRACT.

13.2 Prices quoted by the BIDDER shall remain fixed and valid throughout the period of Bid validity, and any extensions thereof, and if the BIDDER is awarded the CONTRACT, said prices shall remain fixed and valid until completion of the CONTRACT performance and will not be subject to variation on any account.

14. Bid Currencies

Prices shall be quoted in Nepalese Rupees only.

15. Qualification of the Bidder

15.1 To be qualified in bid, the Bidder

(a) must submit a written power of attorney authorizing the signatory of the bidder to commit the Bid.

(b) must meet the qualification requirements set forth below regarding their legal status, minimum acceptable work experience.

(i) Legal status:

1. The Bidder must be a company legally registered in concerned Government office for the construction works. Bidder shall also be registered at concerned VAT office of G/N.

2. The Bidder and joint venture partners, if any, must submit registration certificate to confirm its legal status.

3. Failure to meet legal status or furnish valid certificates with adequate information to support the qualification of the Bidder as required under above sub clause 1 and 2 shall result in disqualification of the bid.

(ii) Work Experience

N/A

(iii) Joint Venture

Bids submitted by a joint venture (maximum 2 partners) firms/ companies as partners must comply with the following requirements:

(a) the bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners;

(b) one of the partners shall be designated as the lead partner and authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.

(c) the partner in charge (lead partner) shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint

venture and the entire execution of the Contract;

(d) all partners of the joint venture shall be jointly and individually liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful bid); and

(e) a copy of the agreement entered into by the joint venture partners shall be submitted;

(f) power of attorney, certification of legal status, end user certificates and all other documents necessary for the Bidder to substantiate their qualifications shall be submitted for all joint venture partners.

16. Bid Security

16.1 Pursuant to Clause 11, the BIDDER shall furnish, as part of its Bid, Bid Security in an amount Rs. 55,000.00 (Fifty Five Thousand only).

16.2 The Bid Security shall be denominated in Nepalese currency. The bid security shall be in one of the following forms:

(a) Bid Bond in the form of a Bank Guarantee drawn on a Commercial Bank in Nepal in favor of NEA in the Form provided in the Bidding Documents and valid for Seventy five (75) calendar days from the date of Bid opening prescribed by NEA, pursuant to Clause 20; or
(b) a cash voucher deposited in the Bank Account of the Employer.

16.3 Any Bid not secured in accordance with Clause 16.1 and 16.2 above will be rejected by NEA as non- responsive, pursuant to Clause 26.

16.4 An unsuccessful BIDDER's Bid Security will be released / returned as promptly as possible upon award of CONTRACT to the successful bidder, but in any event not later than thirty (30) calendar days after the expiration of the period of Bid Validity prescribed by NEA, pursuant to Clause 17.

16.5 The successful BIDDER's Bid Security will be released/ returned upon the BIDDER's executing the CONTRACT, pursuant to Clause 30 and furnishing the Performance Security, pursuant to Clause 31

16.6 The Bid Security shall be forfeited:

(a) if a BIDDER withdraws its Bid during the period of bid validity specified by the BIDDER on the Bid Form, or

(b) in the case of a successful BIDDER, if the BIDDER fails:

(i) to sign the CONTRACT in accordance with Clause 30
(ii) to furnish the Performance Security in accordance with Clause 31

17. Period of Validity of Bids

17.1 Bids shall remain valid for a minimum of Forty five (45) calendar days after the date of Bid opening prescribed by NEA, pursuant to Clause 20.

17.2 Notwithstanding Clause 17.1 above, NEA may solicit the BIDDER's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing, or fax. If the BIDDER agrees to the extension request, the Bid Security under Clause 16 shall also be suitably extended. A BIDDER accepting the request will not be permitted to modify his Bid.

18. Format and Signing of Bid

18.1 The original Bid Form must be received by NEA at the date, time and place specified pursuant to Clause 19 and 20.

18.2 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the BIDDER or a person/persons duly authorized to sign on behalf of the BIDDER. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for original printed literature, shall be initialed by the person/persons signing the Bid. The name and position held by each person signing must be typed or printed below the signature.

18.3 The Bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the BIDDER in which case such corrections shall be initialed by the person/persons signing the Bid.

18.4 Each page of the document furnished by the Bidder shall bear the page number.

18.5 The Bidders shall attach a separate page showing the contents of literature/ brochures of the respective section.

18.6 The Bid shall be organized in different sections depending on its subject. The contents of the sections so organized shall be systematic and not haphazard.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The BIDDER shall wax seal the original copy of the Bid in an envelope.

19.2 The envelope shall:

(a) be addressed to NEA at the following address
Nepal Electricity Authority
Itahari Distribution Center
Itahari

(b) contain the Sealed Quotation No. & bear the words:
SEALED QUOTATION No: **NEA-IDC-2074/075-05, SQ**
"L**T Line Extension Works**"
"DO NOT OPEN BEFORE 2074/12/15 at 14:00 PM."

19.3 The envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if it is declared late in submission or is otherwise unacceptable.

19.4 If the envelope is not sealed as instructed above, NEA will assume no responsibility for the misplacement or premature opening of the Bid submitted. The Bid thus received will be rejected.

20. Deadline for Submission of Bids

20.1 The original Bid must be received by NEA at the address specified in Clause 19.2 (a) no later than 12:00 hours local time on BS 2074/12/15.

20.2 NEA may, at their discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9, in which case all rights and obligations of NEA and BIDDERS previously subject to the deadline will thereafter be subject to the deadline as extended.

20.3 Each BIDDER shall submit only one Bid, either individually or as a partner in a joint venture. Alternative offer in the Bid shall not be accepted.

21. Late Bids

21.1 Any Bid received by NEA after the deadline for submission of Bids prescribed by NEA pursuant to Clause 20, will be rejected.

22. Modification and Withdrawal of Bids

22.1 No Bid shall be modified after the expiry of the deadline for submission of Bids.

22.2 No Bid may be withdrawn 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 Bid Form.

E. Bid Opening and Evaluation

23. Opening of Bids by NEA

23.1 NEA will open the Bids in the presence of BIDDERS representatives who choose to be present at 14:00 hours local time on BS 2074/12/15 at the following location: Nepal Electricity Authority, Itahari Distribution Center, Itahari. The BIDDERS representatives who are present shall sign a register evidencing their attendance.

23.2 The BIDDERS names, important features of bid security, price schedule and/or any major deviations, if any, will be read out and recorded in the minutes of meeting which shall be signed by the representative of the bidders.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids NEA may, at its discretion, ask the BIDDER for a clarification of its Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.

25. Evaluation of Bid Proposals

25.1 NEA will examine the Bid to determine whether they are complete, whether required Bid security has been furnished, whether the documents have been properly signed and whether the Bid proposals are generally in order, and whether forms C have been correctly filled up.

25.2 NEA will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which confirms to all the terms and conditions of the Bidding Documents without material deviation.

25.3 A Bid determined not substantially responsive will be rejected by NEA and shall not subsequently be made responsive by the BIDDER by correction of the nonconformity.

25.4 Bids shall be rejected as being non-responsive if:

a. Data on qualifications of Bidder/ Manufacturer (Form C) are not filled and the supporting documents required by the forms are not furnished.
b. The Bid is received by NEA after the deadline for submission of Bids.
c. Proposed Work schedule showing completion dates more than NEA's requirement.
d. The BIDDER has not purchased and returned the original document issued by NEA.
e. The Bid fails to satisfy that Bid is fully cognizant of the scope and details of the work involved.
f. The Bid does not contain in a wax sealed envelope.
g. The Bid is not signed and stamped by the BIDDER.
i. The Bid Document is issued in the name of one firm and Bid proposal submitted by another firm.
j. Qualification criteria as per Clause 15 are not met.
k. The bidder does not offer all the items and quantity specified in Price Schedule.
l. The Bid Security (Bid Bond) is not enclosed pursuant to Clause 16 or is not acceptable in form and / or substance.
m. The Bid has price escalation clause.

25.5 The Bid will be checked for any arithmetical errors. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the successful Bidder chooses not to accept the corrected amount of Bid, its Bid will be rejected and the Bid security will be forfeited.

25.6 Prices will be evaluated and compared on the basis of total submitted prices.

25.7 NEA reserves the right to accept minor variation or deviation. Variations, deviations and other factors which are in excess of the requirement of the Bid Document or otherwise result in the accrual of unsolicited benefits to NEA shall not be taken into account in Bid evaluation.

26. NEA's Right to Accept Any Bid and to Reject Any or All Bids

26.1 NEA reserves the right to accept or reject partly or wholly any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of CONTRACT, without thereby incurring any liability to the affected BIDDER(S) or any obligation to inform the affected BIDDER(S) of the grounds for NEA's action.

26.2 In awarding the CONTRACT for the WORK, NEA also reserves the right to make the award to one BIDDER for all or part of the GOODS or more BIDDERS.

F. Award of Contract

27. Qualification and Award

27.1 NEA will determine to its satisfaction whether the BIDDER is qualified to satisfactorily perform the CONTRACT.

27.2 The determination will further take into account the BIDDER'S contracting capacities. It will be based on an examination of the documentary evidence of the BIDDER's qualifications

submitted by the BIDDER, pursuant to Clauses 15 as well as such other information as NEA deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the CONTRACT to the BIDDER. A negative determination will result in rejection of the bid.

27.4 NEA will award the CONTRACT to the lowest evaluated responsive Bid.

28. NEA's Right to Vary Quantities

28.1 NEA reserves the right to increase up to twenty (20) percent of total contract price, any or all of the WORKS specified in the Bid Package, without any change in unit price or other terms and conditions.

28.2 Similarly NEA reserves the right to decrease up to twenty (20) percent of total contract price, any or all of the WORKS specified in the Bid Package, without any change in unit price or other terms and conditions at the date of signing the contract

29. Letter of Acceptance

29.1 Prior to the expiration of the Bid validity prescribed by NEA, NEA will notify the successful BIDDER in writing by letter, or fax to be confirmed in writing by registered letter, that its Bid has been accepted. This letter is hereinafter referred to as "Letter of Acceptance".

29.2 The LETTER OF ACCEPTANCE will constitute the formation of a CONTRACT, until the CONTRACT has been affected pursuant to Clause 30.

30. Signing of CONTRACT

30.1 At the time of LETTER OF ACCEPTANCE, NEA will send the successful BIDDER the Contract Form provided in these Bidding Documents, incorporating all agreement between the parties.

30.2 Within seven (7) calendar days of receipt of such LETTER OF ACCEPTANCE, the successful BIDDER shall execute the signing of the CONTRACT at the office of NEA at Itahari Distribution Center, Itahari, Nepal.

31. Performance Security

31.1 Within seven (7) calendar days of the receipt of the LETTER OF ACCEPTANCE from NEA, the successful BIDDER shall furnish unconditional Performance Security acceptable to NEA in accordance with the Conditions of CONTRACT in the form of a cash deposit or a Bank guarantee from any Nepalese Bank to NEA according to Performance Security Form provided in the Bidding Documents.

31.2 Failure of the successful Bidder to comply with the requirements of Clauses 30.2 and 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event NEA may make the award to the next lowest evaluated Bidder or call for a new Bid.

G. Special Instructions to Bidders for e-Bidding

Bidders may submit their bids electronically through eproc.nea.org.np as per specific procedures and requirements as specified in the Instructions to Bidders (ITB).

General procedures for electronic bid submission (e-submission) is described below.

Bid preparation

A Bidder who wish to submit the bid electronically may purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.

Description of bid submission procedure through electronically (e-submission) only:

i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.

ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
   a) Bill of Quantity (BOQ) with rate, amount
   b) Forms of Bid, Qualification Information

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

Single Envelop document set (As guided by PPMO)

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

Two Envelop document Set (As guided by PPMO)

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

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

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

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

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

The Employers address for the purpose of electronic Bid submission is e-procurement section of http://www.nea.org.np.
In case of e-submission of bid, the bidder shall submit his bid electronically in PDF files in the manner as specified above and additional submission of hard copy of "Original plus one copy of bid" is not mandatory.
In case both the electronic bid and original bid in hard copy are submitted to the Employer within the specified time period, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the Bid price in Bill of Quantity Sheet is same. If there is any discrepancy in Bid price in Bill of Quantity between the electronic and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified, as per ITB Clause.
However, for electronically submitted bid in PDF files, the bidder shall be required to submit documents/clarifications as specified in ITB Clause.

The deadline for e-submission of bids shall be;

i) Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.
ii) The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.
iii) The standard time for e-submission is Nepalese standard time as set out in the server of Department of Roads.
iv) In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause.

Provision for Substitution or Modification or Withdrawal of Bid

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

In case of e-submitted bid;

i) Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
ii) For Substitution of Bid the Bidder shall follow similar steps as specified in ITB Clause with a Substitution letter in PDF file.
iii) For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.

Bid opening for e-submitted bid;

i) Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice.
ii) The e-procurement system allows the Employer to download and open the e-submitted bid files from bidders only after the time for opening the bids.
iii) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) shall be considered incomplete and

rejected for further bid evaluation.

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

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

Clarification of Bid

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

Examination of e-submitted Bids and Determination of Responsiveness

For a e-submitted bid to be substantially responsive the requirement as specified in the ITB Clauses shall be fulfilled.

Evaluation and Comparison of e-submitted Bids

1. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications as specified in ITB Clause.
2. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications as per ITB Clause, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

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

1. Prepare the paper bid document

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

2. Prepare the Electronic bid files in pdf format

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

3. Electronic bid submission

- Once the electronic bid files are ready the Bidder shall connect to internet,
- Open the NEAs website www.nea.org.np and open E-procurement section,
- Register in the Bidders name and get User name and Password for Login,

- Confirm the registration by clicking the specified link in auto generated e-mail from NEAs web site,
- After confirmation for bidders registration click Bidder, fill User name, Password and Login,
- Choose and click the specific tender notice for which the electronic bid files has been prepared,
- Click the Bid now button to submit the electronic bid files,
- Upload each specified electronic bid files by clicking the Upload button and select the respective bid files by Browsing,
- Once all the electronic bid files are uploaded, click the Submit the Bid button for final e-submission of electronic Bid,
- Once the e-submission is successfully completed the Bidder shall receive a auto generated confirmation e-mail from the NEAs website,
- Bidder to keep the conventional paper bid document , qualification information, and other related documents safe as the Buyer may seek the supporting bid documents and clarifications, as necessary during bid evaluation process.
  The Bidder shall submit the necessary supporting documents and clarifications (conventional bid document).

Section II: CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ___ _____day of _____
between Nepal Electricity Authority (NEA)…… Nepal of the one part, hereinafter referred to as NEA and _____ _____hereinafter referred to as "the CONTRACTOR" of the other part:

WHEREAS the NEA desires to engage the Contractor to perform L**T Line Extension Works** ("The WORKS") under the Sealed Quotation No. **NEA-IDC-2074/075-05, SQ** and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The CONTRACT shall consist of this Agreement and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Agreement Documents"), all of which by this reference are incorporated herein and made part thereof:

   (a) Invitation for Bids:

   (b) Instruction to Bidders:

   (c) Conditions of Contract

   (d) Bid Form and Price Schedules of the CONTRACTOR:

   (e) Construction Standard:

   (f) Notification of Award:

   (g) Performance Bond:

   (h) Power of Attorney:

   (i) Agreed Correspondence and Minutes:

   This Agreement sets forth the entire Contract and agreement between the parties pertaining to the LT Line Extension Works described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the WORKS. This Agreement shall prevail over all other Agreement documents.

2. In consideration of the payments to be made by NEA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NEA to complete the WORKS and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. NEA hereby covenants to pay the Contractor, in consideration of the provision of the WORKS and the remedying of defects therein, the Contract Price of (*Contract amount both in figures and words*), 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.

4. Any notice under this Contract shall be in the form of letter, or fax. Correspondence or notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, correspondence or notice to NEA shall be properly addressed to:

……
Nepal Electricity Authority
Itahari Distribution Center,
Itahari, Sunsari, Nepal
Tel: +977 (025-580841)
Fax: +977 (025-580841)

And correspondence or notice to the Contractor shall be properly addressed to:

_____

_____

_____

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said _____
_____(For NEA)

Signed, Sealed and Delivered by the said _____
_____ (For the CONTRACTOR)

In the presence of _____

In the presence of _____

Section III: CONDITIONS OF CONTRACT

1. Performance Security

1.1 The CONTRACTOR shall cause unconditional Performance Security to be furnished to NEA in the amount as described in latest revised Public Procurement Act of GoN. Such Performance Security shall be provided in a form satisfactory to NEA, within seven (7) calendar days after the CONTRACTOR's receipt of the Notification of Award of CONTRACT.

1.2 The proceeds of the Performance Security shall be payable to NEA as compensation for any loss resulting from the CONTRACTOR's failure to complete its work under the CONTRACT. The CONTRACTOR shall cause the validity period of the Performance Security to be extended for such period(s) as the CONTRACT is extended pursuant to Clause 4.2.

1.3 The Performance Security shall be denominated in Nepalese Rupees and shall be in one of the following forms:

(a) A bank guarantee drawn on a Commercial Bank in Nepal in favor of NEA or in the form provided in the Bidding Documents, or in such other form as is acceptable to NEA.

(b) A Bank Draft drawn on a Commercial Bank in Nepal in favour of NEA.

1.4 The performance security shall be valid for a period of ninety (90) days beyond the expiration of warranty period and will be returned by NEA within sixty (60) calendar days after the expiration of the validity of the performance security and submission to NEA by the CONTRACTOR of Income Tax clearance certificate issued by concerned G/N office.

2. Warranty

2.1 The CONTRACTOR warrants to NEA that the construction of WORK shall be free from defects.

2.2 This Warranty shall remain valid for Six (6) months after the takeover by NEA.

2.3 NEA shall promptly notify the CONTRACTOR in writing of any claim arising under this Warranty.

2.4 Upon receipt of such notice the CONTRACTOR shall promptly rectify the defects or replace the defective material or part thereof without any cost to NEA.

2.5 Without prejudice to Clauses 2.2 and 2.4 above, the CONTRACTOR shall promptly correct, at no cost to NEA, any defect in any work of correction performed pursuant to Clauses2.2 and 2.4 above, upon receipt of written notice of defect.

2.6 If the CONTRACTOR, having been notified, fails to remedy the defect(s) in accordance with the CONTRACT, NEA may proceed to take such remedial action as may be necessary, at the CONTRACTOR's expense. The CONTRACTOR's Warranty pursuant to this Clause 2 is without prejudice to any other rights of remedies which NEA may have against the CONTRACTOR under the CONTRACT.

3. Payments

3.1 The method and type(s) of payment to be made to the CONTRACTOR under the CONTRACT shall be as follows:

a) Ninety Three and half (93.5) percent of the invoice value will be paid after certification by NEA that the Works as per scope of work has been completed and tested.

b) One and half (1.5) percent of the invoice value will be deducted as advance income tax payment and sent to the concerned G/N office. However this is subject to change as per the prevailing rule of G/N.

c) Five (5) percent of the invoice value of the contract amount shall be withheld as retention. The retention thus held shall be paid after the expiry of the warranty period; however this retention amount can be released prior to the warranty period against the unconditional Bank Guarantee for the amount equivalent to the retention amount

3.2 The CONTRACTOR's request for payments shall be made to NEA in writing accompanied by an invoice.

3.3 Prices charged by the CONTRACTOR for materials supplied under the CONTRACT shall not vary from the prices quoted in the Bid Form.

4. Extension in the CONTRACTOR's Performance

4.1 WORKS shall be carried out by the CONTRACTOR in accordance with the contract Work Schedule.

4.2 The CONTRACTOR may request for the extension of time limits upon a written request letter at least 7 days before the work completion date.
The CONTRACTOR may claim extension of the time limits as set forth in the Contract Execution Schedule in case of:

(a) Delay of any materials, drawings or services which are to be provided by NEA; Services provided by NEA shall be interpreted to include all approvals by NEA under the CONTRACT.

(b) Force Majeure pursuant to Clause 9.

(c) Any other conditions causing the delay subject to NEA's satisfaction that the delay has not occurred on the part of the Contractor's actions. The Contractor shall submit the documentary evidence to establish that the delay has occurred despite the Contractor's best efforts to deliver goods on time.

The CONTRACTOR shall demonstrate to NEA's satisfaction that it has used its best endeavors to avoid or overcome such causes of delay.

4.3 Notwithstanding Clause 4.2 above, the CONTRACTOR shall not be entitled to an extension of time for completion unless the CONTRACTOR, at the time of such circumstances arising, immediately has notified NEA in writing of any delay that it may claim as caused by circumstances pursuant to Clause 4.2 above, and, the CONTRACTOR shall substantiate that the delay is due to the circumstances beyond his control.

5. Termination for Default

5.1 NEA may, without prejudice to any other remedy for breach of the CONTRACT, by written notice of default sent to the CONTRACTOR, terminate the CONTRACT in whole or in part:

(a) if the CONTRACTOR fails to execute or complete any or all of the WORKS within the time period(s) specified in the CONTRACT or any extension thereof granted by NEA pursuant to Clause 4; or

(b) if the CONTRACTOR fails to perform any other obligation(s) under the CONTRACT; and if the CONTRACTOR, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days or such longer periods as NEA may authorize in writing after receipt of a notice of default from NEA specifying the nature of default(s).

5.2 In the event NEA terminates the CONTRACT in whole or in part, pursuant to Clause 5.1 above, NEA may complete the WORK, upon such terms and in such manner as it deems appropriate, and the CONTRACTOR shall be liable to NEA for any excess costs. Notwithstanding the above, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated.

6. Resolution of Disputes

6.1 NEA and the CONTRACTOR shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the CONTRACT.

6.2 If, after thirty (30) calendar days from the commencement of such informal negotiations, NEA and the CONTRACTOR have been unable to resolve amicably a CONTRACT dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in Clause 7. The award shall be final and binding on both the parties.

7. Arbitration

7.1 Any dispute or difference arising between the CONTRACTOR and NEA under the CONTRACT shall not be referred to Arbitration unless an attempt has first been made to settle the same amicably.

7.2 If, at any time, any dispute, difference or protest arises between the CONTRACTOR or NEA which cannot be settled amicably, either party shall give to the other a notice in writing to settle the same through arbitration.

7.3 To conduct the arbitration proceeding, a Board of Arbitrators shall be set up. Each party shall select and appoint one arbitrator, and the two arbitrators so selected and appointed shall jointly select and appoint a third arbitrator to complete the Board of Arbitrators. The opinion of the majority of the Board of Arbitrators shall be decisive, final and binding upon the parties. The arbitration proceeding shall be conducted in Nepal in accordance with the Arbitration Act-2038 of Nepal.

7.4 Provided always that pending the final award of the Arbitrators the CONTRACTOR shall comply with the instruction of NEA and proceed with due diligence in the manner directed by NEA.

7.5 Each party, NEA and the CONTRACTOR, shall bear the cost of its own arbitrator's service. The cost of the third arbitrator's service shall be allocated between the parties in proportion decided by the Board of Arbitrators.

8. Liquidated Damages

8.1 The completion time of WORK is of the essence. Should the CONTRACTOR neglect, refuse, or fail to complete the WORK within the time herein agreed upon or after giving

effect to any extensions of time herein provided, Liquidated Damage for each and every calendar day shall be imposed.

8.2 The amount of such Liquidated Damages shall be one hundredth of five (0.05) percent of the contract Price per calendar day of delay. The total amount of Liquidated Damages shall be limited to a maximum of ten (10) percent of the total CONTRACT Price.

8.3 If the amount of monies due and to become due from NEA to the CONTRACTOR is insufficient to pay in full any such Liquidated Damages, the CONTRACTOR shall pay to NEA the amount necessary to effect such payment in full.

8.4 The assessment of Liquidated Damages shall not prejudice any other remedy NEA may have under the CONTRACT

9. Force Majeure

9.1 In the event the CONTRACTOR or any of its subcontractors is delayed in the performance of any of their respective obligations under the CONTRACT, and such delay is caused by Force Majeure, including but not limited to, war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 4, and the period of such delay may be added to the time of performance of the obligation delayed.

9.2 If a Force Majeure situation arises, the CONTRACTOR shall promptly notify NEA in writing of such condition and the cause thereof. Unless otherwise directed by NEA in writing, the CONTRACTOR shall continue to perform its obligations under the CONTRACT as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Assignment

10.1 The CONTRACTOR shall not assign, in whole or in part, its obligations to perform under the CONTRACT to others, except with NEA's prior written consent.

11. Indemnification

11.1 The CONTRACTOR shall indemnify and hold harmless NEA, and if any, their agents, and employees (including attorney's fees) arising out of or resulting from the execution of WORK, for bodily injury (including destruction and loss of use) caused in whole or in part by any willful or negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The indemnification under this Clause shall not be limited in any way by any Workmen's Compensation Acts, Disability Benefits Acts, or Other employees benefit acts.

12. Contract Language

12.1 The CONTRACTOR hereby represents that it has sufficient knowledge of the English/Nepali language to understand the CONTRACT. The CONTRACT AGREEMENT shall be in the English/Nepali language, and all documentation and correspondence related hereto will also be in the English/Nepali language.

13. Applicable Law

13.1 The CONTRACT shall be governed by and interpreted in accordance with the prevalent laws of Nepal and jurisdiction of Court of Nepal.

SECTION IV: CONSTRUCTION STANDARD

1. General

1.1 These Construction Standards shall govern the performance of the Works and shall be the basis for inspection and acceptance of the Works by the NEA.

1.2 These Construction Standards shall be considered as mutually inclusive, and the conditions stated in each shall supplement the other as appropriate.

1.3 All these specifications shall be followed at all times by the Contractor unless specifically accepted in writing by the NEA, or unless some aspects of the work covered by these specifications are not required by the scope of work.

2. Route of Circuits

2.1 The line routes shown on line route drawings are provisional and subject to finalization by the Contractor. To the greatest extent practicable, all overhead circuits should be located along streets or traveled ways ordained by the Village Development Committee or required authority as public property, except as required for service drops and circuits to individual consumers.

2.2 To the greatest extent practicable, all facilities should be located on public property, and in no case shall private property be occupied unless specifically authorized by the NEA. Community shall be responsible for providing right of way.

3. Surveys and Staking

3.1 All structures should be located at the outer limits of public property along streets or travelled ways. Structures should also be located along streets at property lines of adjacent private property. Structures and stays running parallel or perpendicular to the line route shall not block portions of streets, travelled ways, drives, passages, or gates.

3.2 All structures shall be so located as to reduce, to the greatest extent practicable, obstacles to pedestrian and vehicular traffic.

3.3 Where underground facilities are indicated by surface conditions, or where such facilities can be located, structures and stays shall be so located as to avoid conflict with such facilities during construction.

4. Material Storage

4.1 The Contractor shall manage all labor, equipment, and vehicles to load and transport said materials and equipment to the worksites.

4.2 **Worksite**

(a) Extended storage of materials along the routes of lines will not be permitted.

(b) Conductor reels may be spotted at the worksites for a short period prior to installation provided that crating and reel lagging are intact to protect the items. Poles may be spotted at structure locations for short periods prior to setting.

(c) All poles, and conductor placed at the worksites shall be located so that the items are not subject to damage and do not impede pedestrian or vehicular traffic.

(d) Any damage caused by imprudent placement of equipment and materials by the Contractor at the worksites shall be corrected by the Contractor, in a manner acceptable to the NEA, at the Contractor's cost.

4.3 **Contractor's Storage Facility**

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

materials. However Contractor may use NEA sub-stations premises subject to approval of concern NEA/Substation Authorities.

5. Poles and Cross Arms

5.1 Pole Framing

Pole and structures shall generally be framed in accordance with Construction Standards and the construction SDS. Where special framing requirements are necessary, the Site Incharge or Engineer shall provide framing instructions for the specific structure.

Each cross-arm shall be attached to the pole by a pole clamp or by machined bolts of sufficient length to pass completely through the holes provided on the pole and cross-arms and receive their full complement of nuts.

During the erection work at the field there may be necessity to modify galvanized steel hardware and may have to be drilled, reamed, filed or cut. Under such a condition the area of the steel exposed, after these modifications, shall be coated with a zinc-rich paint to protect the steel from corrosion.

5.2 Excavation

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

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

All excavations shall be backfilled with excavated material, or as specified for the installation. Backfill shall be free of foreign materials and shall be well tamped with excess backfill graded over the excavated area to prevent depressions resulting from eventual natural compaction. The Contractor if so directed by NEA shall remove large amounts of excess backfill from the site. If so directed by NEA, the Contractor shall provide suitable backfill materials for excavations where existing removed materials is insufficient, or inappropriate, to provide suitable grading of the excavated area.

5.3 Pole Setting

Poles shall be set in accordance with the appropriate Sections of the Construction Standards.

Pole holes shall be dug large enough in diameter to admit a tamping bar all around the periphery of the pole and shall have a uniform dimension as per the type of pole used at the top and bottom. Poles shall be planted in the ground to the depth specified in construction. Drawings before planting a pole, the bottom of the hole made for planting the pole, shall be cleaned of free soil and firmly tamped, to prevent the hole from settling.

The stability of a pole, particularly a pole without stay, is greatly influenced by the size of the pole hole, the nature of the soil and the care exercised in back filling and tamping. Two active hand tampers and one slow shovel shall result in good compaction.

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

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

Where it is necessary to set poles at locations where the soil has very low bearing value, or in swampy conditions, a pole may be fitted with a bog shoe in accordance with construction drawings the engineer may specify that type of construction.

6. Stays

6.1 Stay leads specified in construction documents are defined as the horizontal distance from the centerline of the pole at ground line to the point where the anchor rod should enter the ground assuming the ground to be level. For the correction in stay leads for uneven ground see construction drawing.

The Engineer, upon request, may designate the actual location of stay anchor rods on slope of hills. The stay stake indicates the point where the anchor rod enters the ground. The anchor hole shall be dug accordingly.

The attachment of one stay shall not overlap that of another stay when 2 or more stays are carried to a pole or anchor. Each shall be entirely independent of the other. This does not prevent the use of multiple eye rods for nuts designed for such use.

All stays to be installed on a pole line shall be placed and drawn reasonably taut before the conductors are tensioned. After the conductors are tensioned and sagged to their final position, the stays shall be carefully inspected to see that each is carrying its share of the load on the pole as intended. If multiple stays are not carrying equal strain, the slack stay shall be pulled up until it is sharing load as intended.

Stay anchors must be installed full depth and set to pull against undisturbed soil to develop full tension. An anchor not properly installed will move and allow movement of the top of the pole, thus slacking the conductors. Stay anchors installed in soft or unstable earth shall be placed at specified depth and back filled with 5 cm. maximum size crushed stone placed to a depth of 1 meter from the bottom of the pole.

6.2 Installation of Stays

Where stays are installed on a line angle structure, line of stay shall bisect the outside line angle.

The span of stay extending between poles shall not be greater than 60 meter.

Anchor and anchor rods shall be set so that the axis of the rod and line of stay shall be straight. The portion of the anchor rod above the ground shall not be bent at an angle to connect a stay wire. If this occurs, anchor and anchor rod shall be reset. The anchor rod shall not be exposed for more than 15 centimeters above the ground after the anchor is set.

If gravel back fill is required to set anchor in soft or unstable soil, as per construction drawing the Contractor will have to carry out the gravel back fill as directed by Engineer.

If a stay is installed on a pole where low voltage conductor is dead ended or double dead ended and extends past stay, a piece of plastic hose slit along the length shall be placed over the stay wire extending from the upper stay attachment to 200 mm below lowest low voltage conductor. After installation, the hose shall be wrapped with plastic tape and the hose shall be secured to the upper stay bolt with tie wire.

6.3 Stay Insulators

Stay insulators shall be installed on all stays in accordance with the construction drawings.

7. Conductor

Aluminum Conductor Steel Reinforced (ACSR) conductor shall be used for 11 KV & 400/230V overhead lines.

7.1 Sagging

Conductors shall be sagged appropriately.

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

Conductors must not be sagged too tightly (less than specified sag) as unspecified extra tensions may result in failure of conductor structure.

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

7.2 Damaged Conductor

Damaged conductors shall be repaired by using a repair sleeve provided that no more than 2 strands of the outer aluminum layer are damaged and further provided that none of the sleeve core strands are damaged. For a conductor damaged in excess of the above conditions, the damaged section of the conductor shall be cut out and a tension splice installed.

When cutting out damaged section of conductor, no more than 1 tension splice shall be permitted in a span and no splice is made within 8 meters of an insulator attachment.

7.3 Conductor Attachment

Pre-formed ties and grips shall be used for attaching conductors to structures when available.

If pre-formed materials are not available, the wire shall be soft conductor so that when made up, the tie wire will bind the conductor tightly. No tie wire shall be used for a second time.

Tie wire shall be of the same metal as that of the bare conductor to which the tie is applied.

7.4 PG Clamps

PG clamps are furnished in a full range of sizes for application in the non-tension connection in 11 kV circuits. The PG clamps are designed for general use in making tap and jumper connections of various types.

In all applications of PG clamp fittings, the conductor metal shall be wire -brushed to a bright condition to remove surface oxidation on the conductor.

7.5 Line Construction

Arrangement of Conductor

The standard position of 11 kV phase conductors on the cross-arm in the normal triangular configuration looking from the normal source of power supply shall be seen as:

Red (R) on right hand end of the cross-arm, Yellow (Y) on top of the pole and Blue (B) on left hand end of the cross arm.

Attachments to Poles

Bolt holes are provided on poles for cross-arms, cross-arm braces and stay bolts.

Conductor Ties

Pre-formed ties and grips shall be used for attaching conductors to structures when available.

If pre-formed materials are not available, the wire shall be soft conductor so that when made up, the tie wire will bind the conductor tightly. No tie wire shall be used for a second time.

Tie wire shall be of the same metal as that of the bare conductor to which the tie is applied.

Conductor Support

The conductor supports on straight lines shall be carried on the top wire groove of the pin insulator. Conductors shall be attached to the side conductor groove of pin insulator on the outside of angles so that transverse conductor tension will tend to hold the conductor in the insulator groove.

Conductor ties shall not hold a conductor on the insulator when uplift exists. If uplift is found, it is required to consult with the Site Engineer or the Engineer to determine remedial action to be taken.

8. Installation Criteria

8.1 The line alignment should be as straight as possible to minimize requirements for stays.

The basic span shall be maintained within the following limits:-

11 kV line: 45m to 50 m

Low voltage and composite line:

S.No.	No. of Wire	Span in meter
1	4 wire	35-40
2	3 wire	40-45
3	2 wire	45-50

8.2 The entire construction works shall be performed as per the construction units specified. Whenever the construction unit does not cover any specific activity, the Contractor and the NEA shall mutually settle the cost as per the man-hour involvement for the same and according to the labor rate quoted by the Contractor in his Bid.

8.3 All types of line clearances shall be maintained as per the construction standards provided to the Contractor. Deviations from the standards may be allowed only for unique or special conditions.

8.4 Safety rules of the NEA shall be strictly observed at all times by the NEA and the Contractor and their personnel. Special care shall be taken to maintain the optimum conductor sag to provide adequate safety to the construction and the property or people.

8.5 All fastenings (e.g. preforms, nut bolts, stays and the like) shall be so installed that the constructed line components shall not fail to remain within the safety margin while maximum working load is applied.

8.6 If the Contractor requires clarification of any construction standard or unit or he feels any doubt in his interpretation of construction activities he should clarify the points with the NEA in writing and the decision thus made shall be valid for further work.

8.7 HV Insulators: The Contractor shall use HV pin insulators in the alignment of the line where the break angle does not exceed the limits provided hereafter,

S.N.	Conductor Size in mm^2	Minimum Break Angle in Degrees
1	100 (Dog)	7
2	50 (Rabbit)	15.5
3	30 (Weasel)	24.5

In the case where the break angle exceeds the above values the Contractor shall make dead end at the angle structure and use disc insulator fittings.

9 400/230 V Low Voltage Circuits

General Instructions

9.1 General

Bare wire 400/230 Volt circuits shall be supported on shackle insulator with D-iron. Generally, shackle insulator with D-iron shall be placed on the same side of the pole

throughout the length of the line. Care shall be taken to see that shackle insulator with D-iron shall be mounted on that side of the pole from where most of the house service connection shall be extended.

Spacing between two conductors for low voltage circuit shall be 305 mm.

The three low voltage phase conductor shall be located in descending order from the top of the pole with Red (R) on the top, Yellow (Y) below Red and Blue (B) below Yellow. The low voltage neutral conductor shall occupy the bottom position.

9.2 Neutral Conductor

Neutral conductor may be the same size as the phase conductor or be sized smaller than the phase conductors. The neutral conductor size shall be specified by the work plan.

All neutral conductors shall be bare ACSR.

9.3 Phase Conductor

Phase conductors shall be bare ACSR conductor as specified by the work plan.

10. Installation of Stays

10.1 The Contractor, in general, shall install at least one stay for the supports in the following cases

(a) Dead end structure

(b) Tee-off (Tap) structure

For conditions different from the above, the Contractor shall provide calculations showing the number of stays necessary and get approval from NEA prior to installation.

11. Safety

11.1 The Contractor shall take all measures required to safeguard the public, public and private property from any hazard to life, limb, or property, which may arise during the performance of the construction of the works. Such measures shall include, but not be limited to barricades, signs, newspaper announcements, traffic control by police, or other advisory and control methods deemed appropriate.

11.2 The Contractor shall provide his work force with all tools and equipment in sufficient numbers and quality to perform all aspects of the works in a safe manner. The Contractor shall provide protective headgear for all members of his workforce, and shall provide protective clothing as required for specific tasks. The Contractor shall instruct his work Force in proper and safe construction techniques and shall continuously monitor compliance with safety instructions throughout the period of the Contract.

11.3 The Contractor shall provide, and require use of, protective grounding equipment when:

a) Work is being performed on lines adjacent, either in extension of, or parallel to, energized circuits.

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

11.4 The Contractor shall maintain all tools and equipment in good working order. All mechanized equipment shall have adequate safety mechanisms and guards in place and be fully operational. Operators of such equipment shall be skilled and fully trained in the operation of such equipment.

11.5 The Contractor shall provide and maintain emergency medical supplies to cover with accidents and snakebites for his work force on a readily available basis. The Contractor shall also instruct all supervisory personnel in the action to be taken in the event of serious injury, and the sources and locations of professional medical assistance, which shall be employed in such cases.

11.6 The Contractor shall apply all accidental insurance policies to his work force for an accident occurring during the working period of the construction.

12. Demolition

12.1 The Contractor shall perform the removal of all existing facilities in accordance with the specific directions of the Authorized Personnel. All materials removed shall remain the property of NEA and the Contractor shall deliver all salvaged materials to the NEA warehouse, or as specifically directed by the Branch Chief in writing.

13. Cleanup

13.1 The Contractor shall ensure that all worksites shall be free of all manner of debris resulting from the construction activity.

13.2 All crating, conductor reels, packaging materials, conductor scraps, and other miscellaneous items are removed from the workplace. All holes resulting from removal of facilities shall be filled. If trees or brush have been cut or trimmed, all cuttings shall be removed. The worksites shall be left in clean natural conditions.

14. Tree Cutting and Trimming

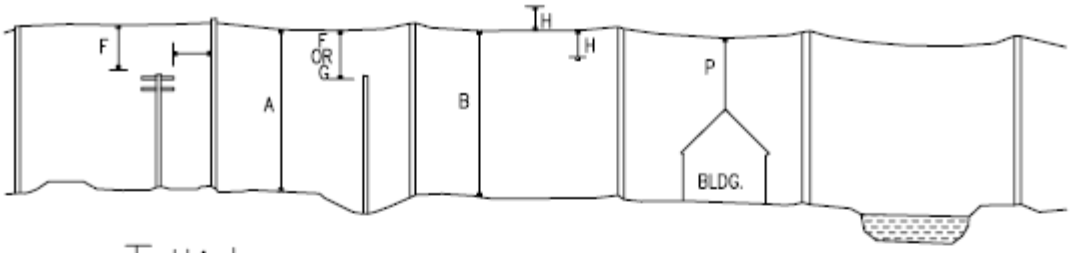
14.1 Any tree cutting or tree trimming shall be accomplished by the Contractor in coordination with CBO.

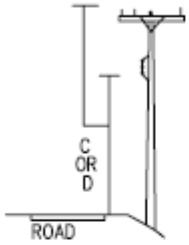
14.2 All cutting shall be removed by the Contractor with disposition of cutting as specified by NEA.

15. Interruptions to Existing Service

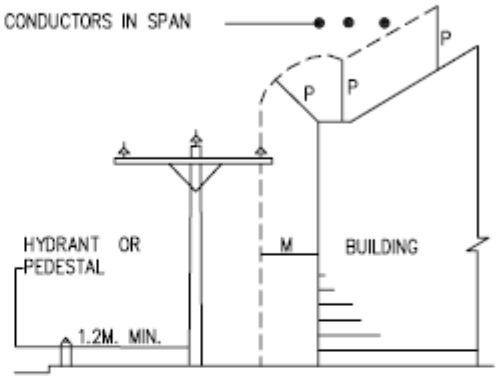
15.1 The Contractor shall arrange for interruptions of service to existing lines with NEA. Every effort shall be made to limit such interruptions to the minimum.

SECTION V: DRAWINGS





POLES ADJACENT TO ROADS



MINIMUM CLEARANCE FROM BUILDINGS

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

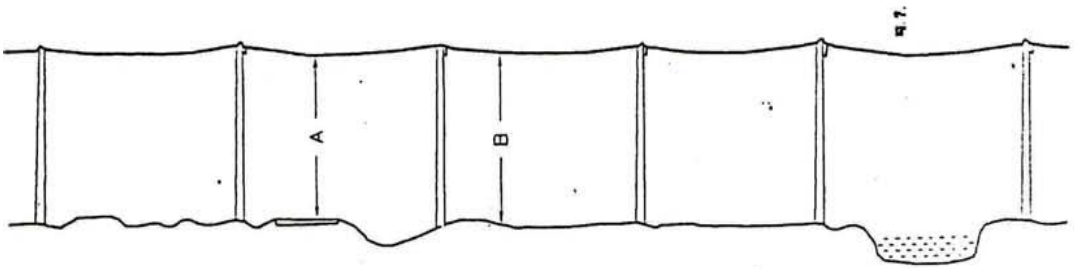
* Exclusive ** Inclusive

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

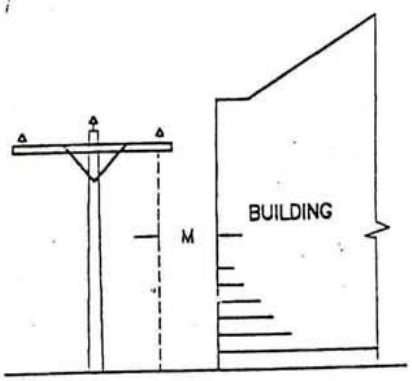
CLEARANCE M ALSO SPECIFIED HORIZONTAL CLEARANCE FROM BALCONIES.

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

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



CONDUCTOR CLEARANCES



MINIMUM CLEARANCES FROM BUILDINGS

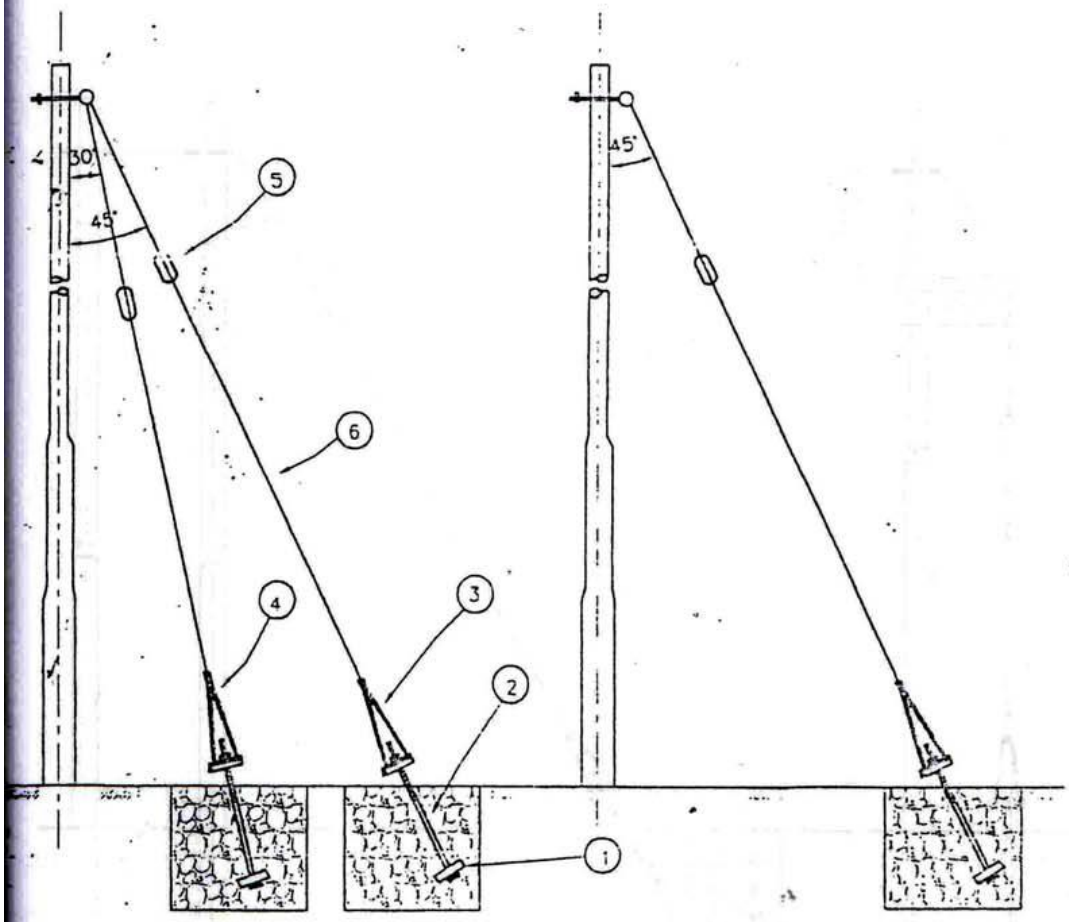
	CROSSING OVER	VOLTAGE OF CIRCUIT CROSSING	METER
A	ROAD, STREET HIGHWAY OR LIMITED ACCESS HIGHWAY	400/230 V	5.8
		11 KV	6
B	AREAS ACCESSIBLE TO PEDESTRIANS ONLY	400/230 V	4.6
		11 KV	4.6

LOCATION	VOLTAGE	CLEARANCE (METER)
M	400/230 V	1.25
	11000 V	1.25

CLEARANCE M ALSO SPECIFIES HORIZONTAL

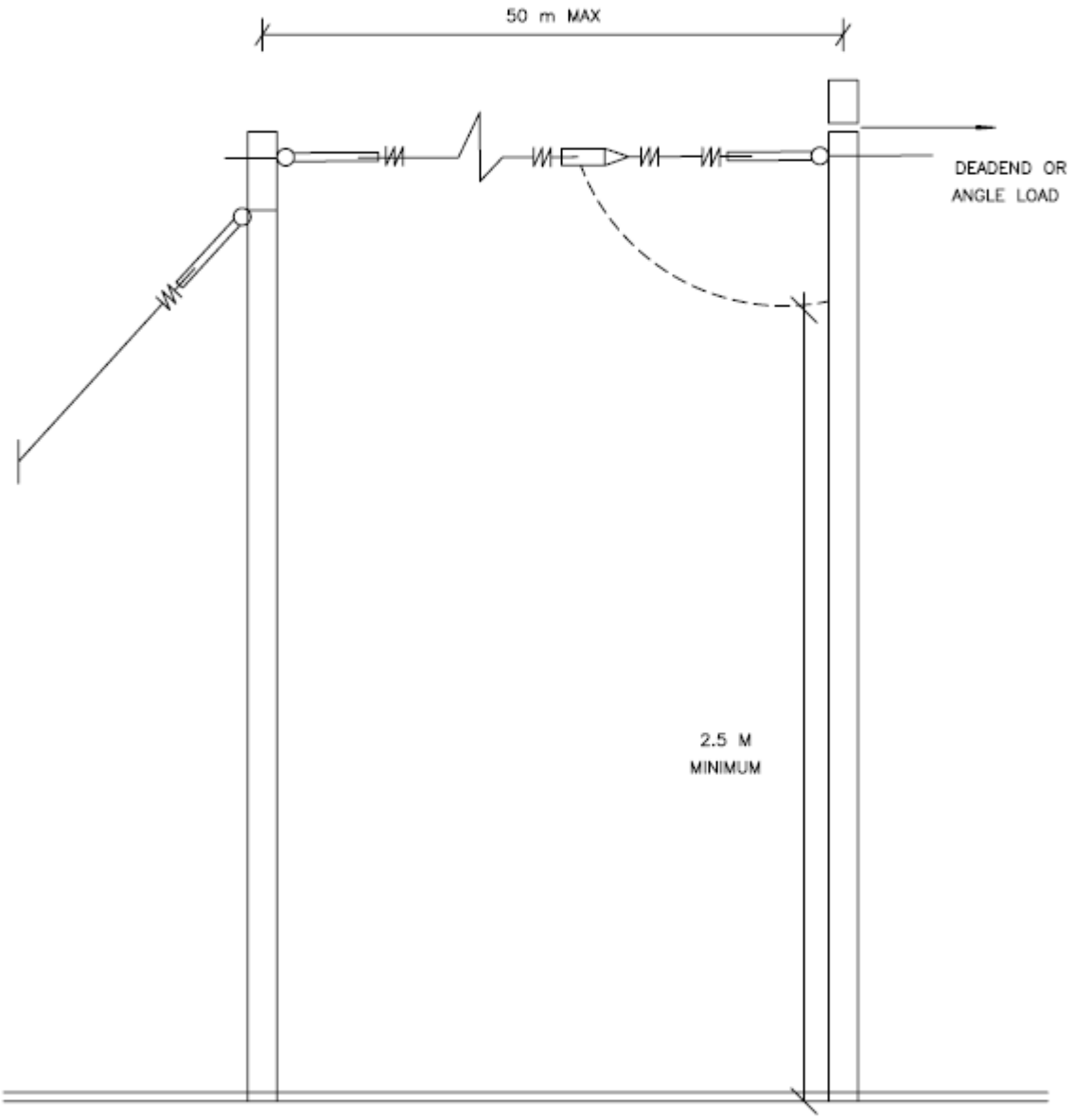
ISSUED Ashad 2050 REVISION (01)	STANDARDS CONDUCTOR CLEARANCES	TECHNICAL SERVICES DEPARTMENT DCS/NEA

E-39



ISSUED Bhadra 2050 REVISION (21)	STAY SET	TECHNICAL SERVICES DEPARTMENT DCS/NEA

TYPE C

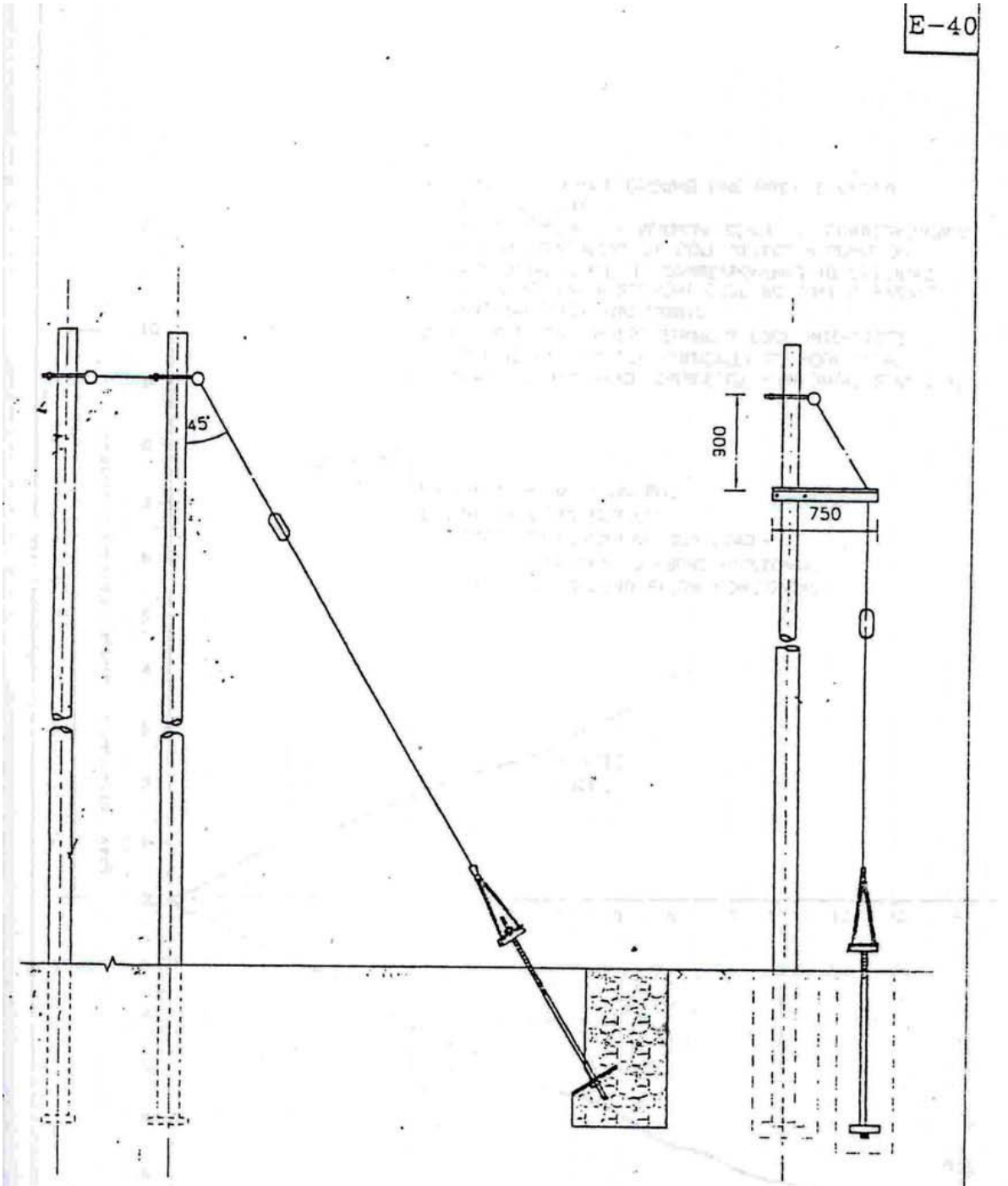


NOTE:

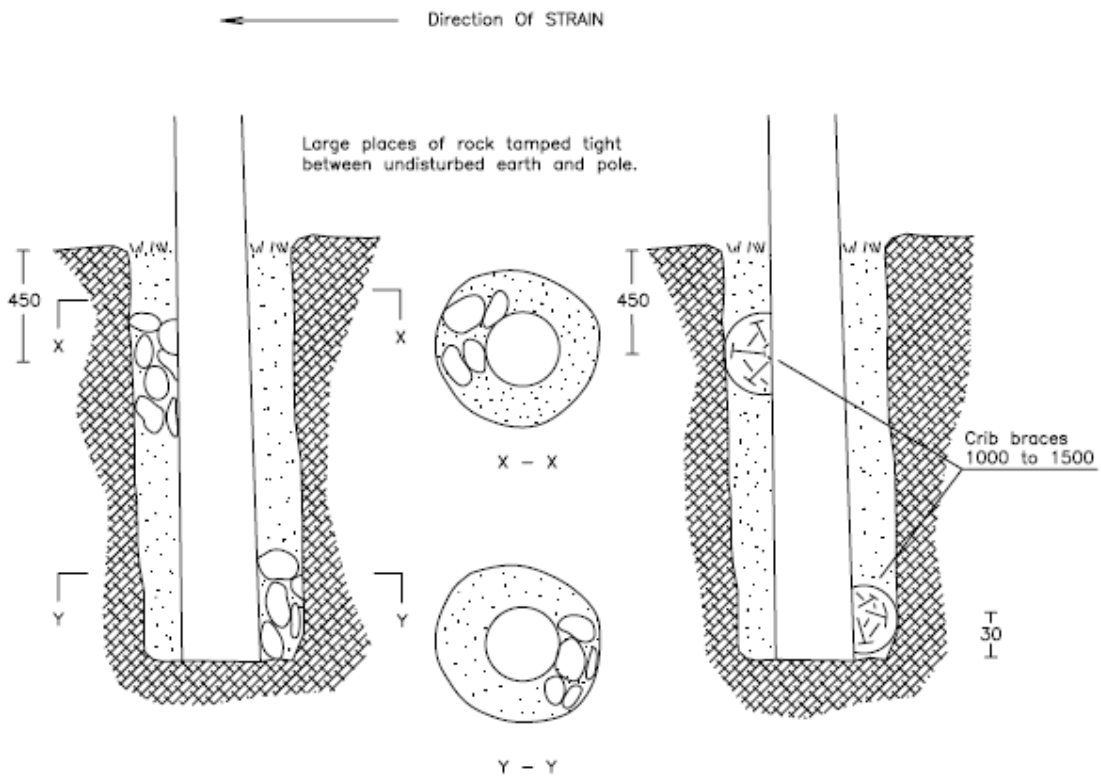
SPAN OF STAY SHALL BE LIMITED TO A MAXIMUM LENGTH OF 50 METERS.

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

E-40



ISSUED Ashad 2050 REVISION (22)	STAY SET	TECHNICAL SERVICES DEPARTMENT DCS/NEA

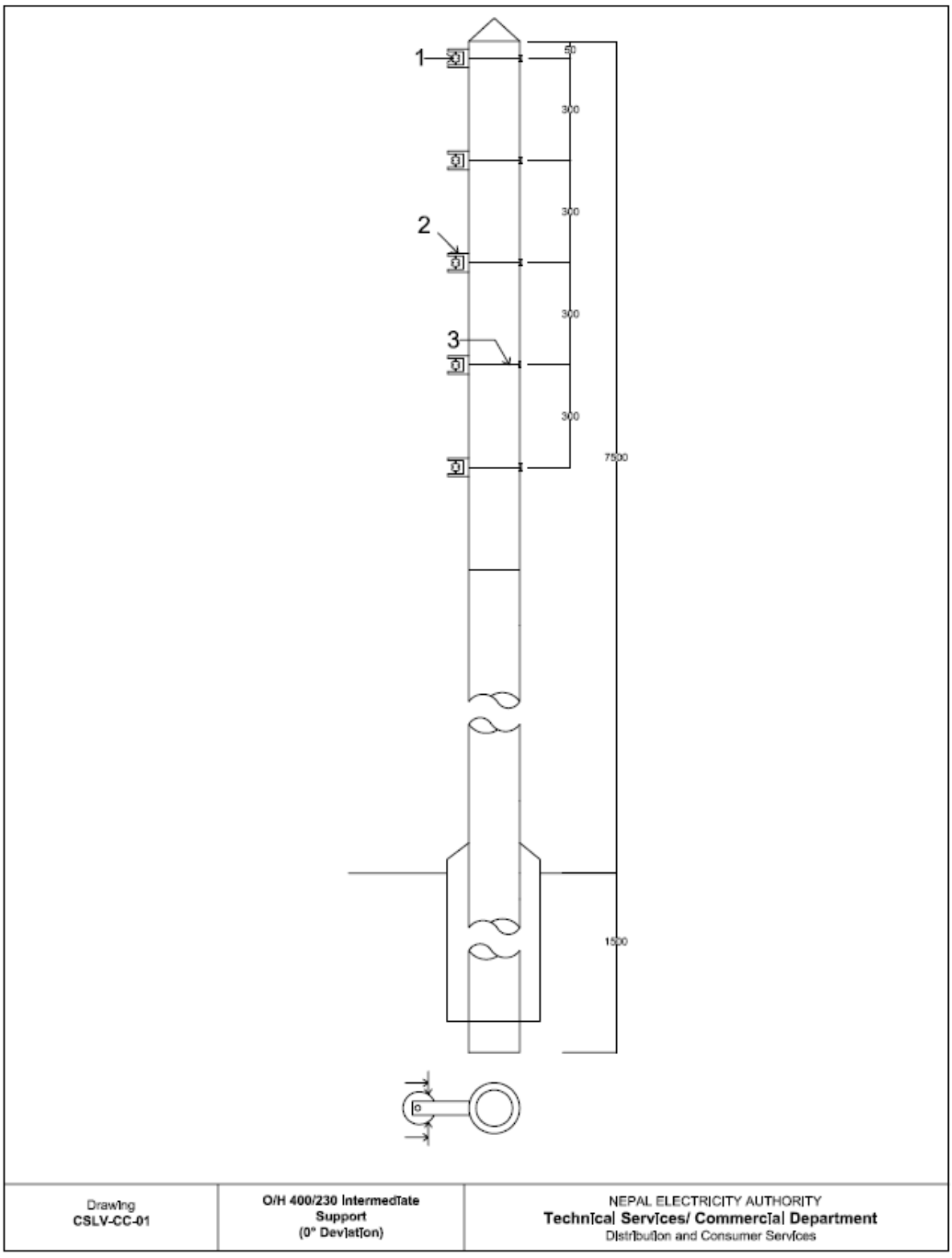


For use where ground is soild or compact.

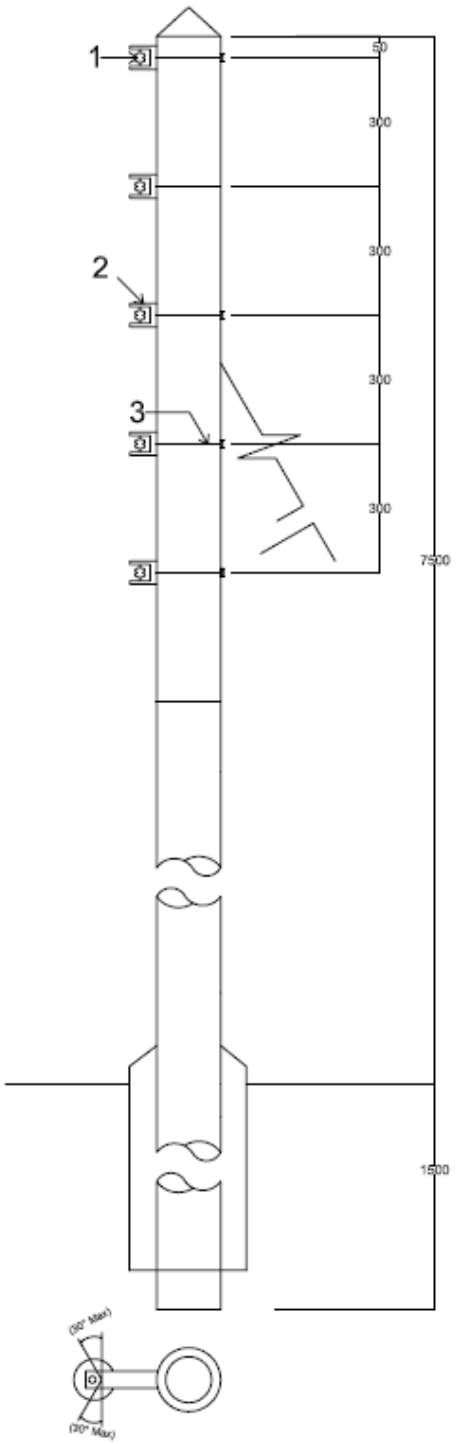
For use where ground is soft

NOTE:
CRIBBING FOR POLES WITHOUT CONCRETE FUNDATIONS.

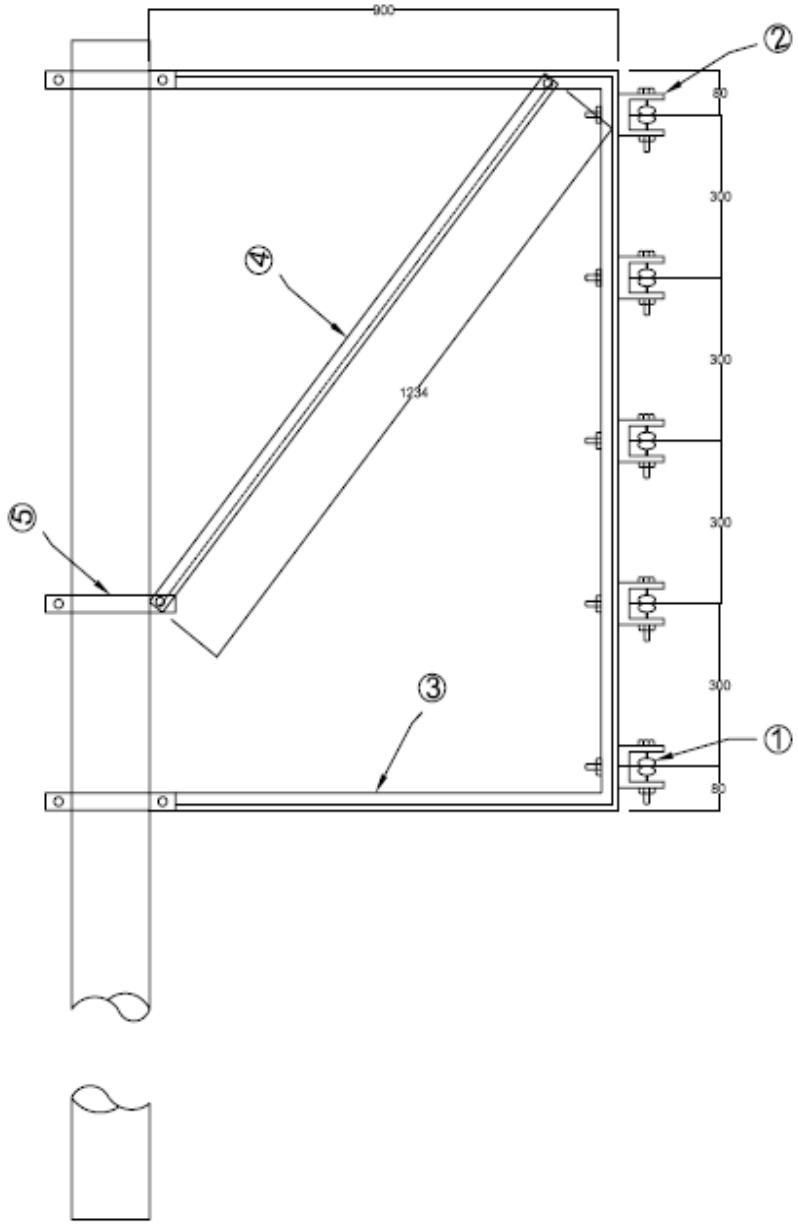
Drawing CSG-POLE-02	**Pole Burial**	NEPAL ELECTRICITY AUTHORITY **Technical Services / Commercial Department** Distribution and Consumer Services



Drawing **CSLV-CC-01**	**O/H 400/230 IntermedTate Support (0° Dev}atTon)**	NEPAL ELECTRICITY AUTHORITY **TechnTcal Servtces/ CommercTal Department** DIstrTbutTon and Consumer Servtces



Drawing **CSLV-CC-02**	**O/H 400/230 V Angle Support (15° to 60° Deviation)**	NEPAL ELECTRICITY AUTHORITY **Technical Services/ Commercial Department** Distribution and Consumer Services



Drawing **CSLV-CC-06**	LV O/H LINE POLE WITH D-BRACKET	NEPAL ELECTRICITY AUTHORITY **Technical Services/ Commercial Department** Distribution and Consumer Services

SECTION VI: ANNEXES

Annex A

Performance Security Form

To: Nepal Electricity Authority
Distribution and Consumer Services
Itahari Distribution Centre, Itahari, Sunsari

WHEREAS (Name of the Contractor)

hereinafter called "the Contractor" has undertaken to perform LT Line Extension Works in different places of Itahari Submetropolitan & Barah Municipality, Sunsari in pursuance of Contract No. _____dated _____ 20 ____, hereinafter called "the CONTRACT", AND WHEREAS it has been stipulated by you in the said CONTRACT that the CONTRACTOR shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the CONTRACTOR's performance obligations in accordance with the CONTRACT.

AND WHEREAS we have agreed to give the CONTRACTOR a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the CONTRACTOR, up to a total of (*Amount of the Guarantee in Words and Figures*), and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the CONTRACTOR, and without cavil or argument, any sum or sums as specified by you, within the limit of (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until the _____ day of _____, 20 _____.

(*NAME OF GUARANTOR*)

By _____
(*Title*)
Authorized Representative

Date: _____

Address: _____

Annex B

Work Schedule

Completion Schedule Required By NEA: The whole WORK shall be completed within 90 calender days after the date of signing the Contract.

Annex C

Data on Qualifications of Bidder/Manufacturer

(Comprising Forms C-1 to C-3 to be accomplished by Bidder and Manufacturer as required)

Form: C-1
Records of Major Line Construction Works Executed

Below, are listed major clients dealing with the Bidder in construction of 400/230V or above voltage lines.

Client Name (1)	Location (1)	Date of Completion of Contract	Name of Project	Remarks

_____

Signature and Stamp of the Bidder

_____

(1) The bidder is required to furnish complete postal address together with telephone and fax numbers of the client as an attachment to this Form.

ANNEX C (cont...)

Form C-2

Joint Venture Data

S. No.	Name of the JV partner	Share of liability	Contact address
1.			
2.			
3.			

Name of the lead partner

Each JV partner shall fill up the necessary C forms individually.

ANNEX D

Bid Security (Bank Guarantee)

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

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

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

The conditions of this obligation are:

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

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

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

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

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____

[Signature, name, and address]

SECTION VII: BILL OF QUANTITIES

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services
Itahari Distribution Center
Itahari, Sunsari

Price Schedule & Bill of Quantities

Sealed Quotation No.: NEA-IDC-2074/075-05, SQ
Job: LT Line Extension Works

S.N.	Description	Unit	Qty	Unit Rate without VAT (NRs.)		Amount (NRs.)
				Rate in figure	Rate in Words	
	Itahari-1					
1	Erection of 9 mtr. PSC pole	nos.	9			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.475			
3	Stay Installation	sets	7			
4	Pole Transportation	nos	9			
5	H/W Transportation	LS	1			
	Itahari-2					
1	Erection of 9 mtr. PSC pole	nos.	48			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	2.51			
3	Stringing of ABC Cable 50 mm^2 to 95 mm^2	km	0.13			
4	Stay Installation	sets	47			
5	Pole Transportation	nos	48			
6	H/W Transportation	LS	1			
	Itahari-3					
1	Erection of 9 mtr. PSC pole	nos.	36			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	2.4			
3	Stringing of LT 4 wire 0.05 Sq. inch Conductor	km	0.06			
4	Stay Installation	sets	35			
5	Pole Transportation	nos	36			
6	H/W Transportation	LS	1			
	Itahari-5					

1	Erection of 9 mtr. PSC pole	nos.	8			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.545			
3	Stringing of LT 4 wire 0.05 Sq. inch Conductor	km	0.04			
3	Stay Installation	sets	15			
4	Pole Transportation	nos	8			
5	H/W Transportation	LS	1			
	Itahari-6					
1	Erection of 9 mtr. PSC pole	nos.	13			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.37			
3	Stringing of ABC Cable of size $50mm^2$ to $95mm^2$	km	0.1			
4	Stay Installation	sets	11			
5	Pole Transportation	nos	13			
6	H/W Transportation	LS	1			
	Itahari -8					
1	Erection of 9 mtr. PSC pole	nos.	6			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.212			
3	Stay Installation	sets	3			
4	Pole Transportation	nos	6			
5	H/W Transportation	LS	1			
	Itahari -10					
1	Erection of 9 mtr. PSC pole	nos.	19			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.642			
3	Stay Installation	sets	14			
4	Pole Transportation	nos	19			
5	H/W Transportation	LS	1			
	Itahari -11 & 16					
1	Erection of 9 mtr. PSC pole	nos.	7			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.81			
3	Stay Installation	sets	9			
4	Pole Transportation	nos	7			
5	H/W Transportation	LS	1			
	Itahari -13					
1	Erection of 9 mtr. PSC pole	nos.	10			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.634			

3	Stay Installation	sets	12			
4	Pole Transportation	nos	10			
5	H/W Transportation	LS	1			
	Itahari -17					
1	Erection of 9 mtr. PSC pole	nos.	1			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.192			
3	Stay Installation	sets	2			
4	Pole Transportation	nos	1			
5	H/W Transportation	LS	1			
	Itahari -19					
1	Erection of 9 mtr. PSC pole	nos.	15			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.6			
3	Stay Installation	sets	10			
4	Pole Transportation	nos	15			
5	H/W Transportation	LS	1			
	Itahari -20					
1	Erection of 9 mtr. PSC pole	nos.	11			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.365			
3	Stay Installation	sets	9			
4	Pole Transportation	nos	11			
5	H/W Transportation	LS	1			
	Barah-4					
1	Erection of 9 mtr. PSC pole	nos.	6			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.24			
3	Stay Installation	sets	3			
4	Pole Transportation	nos.	6			
5	H/W Transportation	LS	1			
	Barah-7					
1	Erection of 9 mtr. PSC pole	nos.	10			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.41			
3	Stay Installation	sets	4			
4	Pole Transportation	nos.	10			
5	H/W Transportation	LS	1			
	Barah-8					

1	Erection of 9 mtr. PSC pole	nos.	5			
2	Stringing of LT 2 wire 0.05 Sq. inch Conductor	km	0.2			
3	Stay Installation	sets	2			
4	Pole Transportation	nos.	5			
5	H/W Transportation	LS	1			
	Total					
	Discount (if any) %					
	Total after discount					
	VAT 13%					
	Grand Total					

Total Amount (in Words):

Name & Address of Bidder:

Authorized signature:

Seal:

Date: