NEPAL ELECTRICITY AUTHORITY

(AN UNDERTAKING OF GOVERNMENT OF NEPAL)

Sealed Quotation

for

Electrification at Kachankabal Ga.Pa Different Places

Issued by:

NEPAL ELECTRICITY AUTHORITY

(AN UNDERTAKING OF GOVERNMENT OF NEPAL)

DISTRIBUTION AND CONSUMER SERVICE DIRECTORATE

BIRATNAGAR REGIONAL OFFICE

BHADRAPUR DISTRIBUTION CENTER

BHADRAPUR, JHAPA

May, 2018

BIDDING DOCUMENT

for

THE PROCUREMENT

OF

Electrification at Kachankabal Ga.Pa. Different Places

Sealed Quotation No.:- NEA-BDC-2074/075- 09, SQ

First Date of Notice Publication: 2075/02/31
Last Date & Time of Purchasing: 2075/03/14 During Office Hours.
Last Date & Time of Submission: 2075/03/15 Not later than 1200 Hrs.
Time of opening of Sealed Quotation: 2075/03/15 at 14 Hrs.

Nepal Electricity Authority
Distribution and Consumer Services Directorate
BHADRAPUR DISTRIBUTION CENTER
BHADRAPUR , JHAPA
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Issued to:

Name of Bidders : ……

Abbreviations

BD .....Bidding Document
BDF ..... Bidding Forms
BDS ..... Bid Data Sheet
BOQ ..... Bill of Quantities
COF ..... Contract Forms
DP ..... Development Partners
ELI ..... Eligibility
GCC ..... General Conditions of Contract
GoN ..... Government of Nepal
ICC ..... International Chamber of Commerce
IFQ ..... Invitation for Quotations
ITB ..... Instructions to Bidders
NCB ..... National Competitive Bidding
PAN ..... Permanent Account Number
APB .....Arthik Prashasan Biniyamabali NEA
PPA ..... Public Procurement Act
PPMO..... Public Procurement Monitoring Office
PPR ..... Public Procurement Regulations
SBD ..... Standard Bidding Document
SCC ..... Special Conditions of Contract
TS .....Technical Specifications
VAT..... Value Added Tax
WRQ ..... Works Requirement

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Invitation for Quotations

दरभाउपत्र आह्वानको सूचना

(गोरखापत्र दैनिकमा सूचना प्रकाशित मिति : २०७५/०२/३१)

यस कार्यालय तथा अन्तर्गत तपसिलका वितरण केन्द्रहरूको निम्नलिखित कार्य दरभाउपत्रको माध्यमबाट गराउनुपर्ने भएकोले सम्बन्धित कार्यको लागि नेपाल सरकारबाट ईजाजतप्राप्त, VAT, PAN मा दर्ता भएका, आयकर तिरेका, ब्लाक्लिष्ट कम्पनी/निर्माण/आपूर्तिकर्ता वा अख्तियारप्राप्त फर्महरू नियमानुसार सोकिएको मितिको 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। दरभाउपत्रसम्बन्धी अन्य थप कुरा बुझ्नुपरेमा 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 लागत अनुमान 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.	बिडबण्ड जम्मा गर्ने कार्यालयको बैंक र खाता नं.	दरभाउपत्र खोलिने मिति र समय	सम्बन्धित कार्यालय
१.	NEA-BDC-2074/075-09,SQ	कचनकवल गा.पा.का विभिन्न स्थानमा विद्युतीकरण एच.टी/एल.टी. लाइन निर्माण कार्य	१,०००।००	२७,०००।००	१०,४७,५८३।८२	२०७५।०३।१४ गते कार्यालय समयसम्म	२०७५।०३।१५ दिनको १२:०० बजेसम्म	एन एम बि बैंक, चन्द्रगढी ०६२००६०००१४६०००००८७	नबिल बैंक लि., चन्द्रगढी ४५०१०१७५८०११०	२०७५।०३।१५ दिनको १४:०० बजे	मदपुर वितरण केन्द्र ०२३-४४६११
२.	NEA-DHANDC-2074/075-18, SQ	LT Line Extension works	१,०००।००	२४,०००।००	९,४५,९९३।६३	२०७५।०३।१४ गते कार्यालय समयसम्म	२०७५।०३।१५ दिनको १२:०० बजेसम्म	राष्ट्रिय वाणिज्य बैंक धनकुटा राजश्व खाता, ४४२	राष्ट्रिय वाणिज्य बैंक धनकुटा, धरौटी खाता, ११७०	२०७५।०३।१५ दिनको १४:०० बजे	धनकुटा वितरण केन्द्र फोन ०२६-४२००९१
३.	NEA-DHANDC-2074/075-19, SQ	LT Line Extension works	१,०००।००	२३,०००।००	८,९८,३०८।६८					२०७५।०३।१५ दिनको १४:१५ बजे	
४.	NEA-DHANDC-2074/075-20, SQ	HT/LT Line Extension works	१,०००।००	१६,०००।००	६,०२,५०६।६५					२०७५।०३।१५ दिनको १४:३० बजे	
५.	NEA-DHANDC-2074/075-21, SQ	HT/LT Line Extension & Transformer Installation works	१,०००।००	२४,०००।००	९,३१,९६२।१३					२०७५।०३।१५ दिनको १४:४५ बजे	
६.	NEA-BRO-2074/075-08, SQ	Electrification works at Taplejung District	१,०००।००	२१,०००।००	१०,२४,०५६।३१	२०७५।०३।१४ गते कार्यालय समयसम्म	२०७५।०३।१५ दिनको १२:०० बजेसम्म	नबिल बैंक विराटनगर ०७०६०१७५०००१८	नबिल बैंक विराटनगर ०७०६०१७५०००१६	२०७५।०३।१५ दिनको १४:०० बजे	विराटनगर क्षेत्रीय कार्यालय
७.	NEA-BRO-2074/075-09, SQ	Electrification works at Panchthar District	१,०००।००	१९,०००।००	६,७३,८६८।६९					२०७५।०३।१५ दिनको १४:१५ बजे	
८.	NEA-BRO-2074/075-10, SQ	Electrification works at Bhojpur District	१,०००।००	२९,०००।००	१०,१५,८२४।५२					२०७५।०३।१५ दिनको १४:३० बजे	

नेपाल विद्युत् प्राधिकरण
विराटनगर क्षेत्रीय कार्यालय, विराटनगर, फोन : ०२१-४३६३०६

सिलवन्दी दरभाउपत्र आह्वानको सुचना

(गोरखापत्र दैनिकमा सुचना प्रकासित मितिः २०७५/०२/३१)

यस वितरण केन्द्र अन्तर्गत निम्न लिखित कार्यहरु सिलवन्दी दरभाउपत्रको माध्यमवाट निर्माण गर्नु पर्ने भएकोले सम्वन्धीत कार्यको लागि नेपाल सरकार वाट ईजाजत प्राप्त मुल्य अभिवृद्धि कर (VAT) मा दर्ता भएका रजिस्टर्ड निर्माण व्यवसायि वा ईच्छुक फर्महरु वाट निम्न लिखित शर्तको अधिनमा रहि उल्लेखित कार्य गर्न राष्ट्रिय स्तरको सिलवन्दी दरभाउपत्र आह्वान गरिएको छ ।

१. दरभाउपत्र सम्वन्धी कागजात यो सुचना गोरखापत्रमा प्रकासित भएको मिति २०७५/०२/३१ देखि २०७५/०३/१४ गते कार्यलय समयसम्म यस वितरण केन्द्रको तल उल्लेखित वैकमा रु.१०००।०० (फिर्ता नहुने) जम्मा गरि सक्कल वैक भौचर, चालु आ.व.को लागि नविकरण भएको फर्म दर्ता प्रमाण पत्र, व्यवसाय दर्ता प्रमाण पत्र, VAT/PAN दर्ता प्रमाण पत्र, अद्यावधिक कर चुक्ता प्रमाण पत्र (सवै प्रमाणपत्रहरुको प्रमाणीत प्रतिलिपी) सहित निवेदन साथ कार्यालय समय भित्र यस वितरण केन्द्रवाट खरिद गर्न सकिने छ ।

२. सिलवन्दी दरभाउपत्र मिति २०७५/०३/१५ गते दिनको १२:०० वजे सम्म यस वितरण केन्द्रमा दर्ता गराई सक्नु पर्ने छ । सिलवन्दी दरभाउपत्र दर्ता भएको अन्तिम दिन दिनको १४:०० वजे दरभाउपत्रदाताको उपस्थिती/अनुपस्थितीमा यस वितरण केन्द्रमा खोलिने छ ।

३. सिलवन्दी दरभाउपत्र खरिद, दाखिला र खोलीने अन्तिम दिन विदा पर्न गएमा सो को भोलिपल्ट मानिने छ ।

४. सिलवन्दी दरभाउपत्र साथ दरभाउपत्रको जमानत (विडवण्ड) रकम यस वितरण केन्द्रको तल उल्लेखित वैकमा जम्मा गरेको सक्कल वैक भौचर वा नेपाल राष्ट्र वैक वाट मान्यता प्राप्त कुनै पनि वाणिज्य वैक वाट यस वितरण केन्द्रको नाममा जारि गरिएको दरभाउपत्र खोलिने मितिवाट कम्तीमा ७५ दिन म्याद भएको शर्त रहित वैक जमानत पत्र वा वैक ड्राफ्ट अनिवार्य रुपमा पेश गर्नुपर्ने छ । दरभाउपत्रको मान्य अवधी ४५ दिन हुनेछ ।

५. दरभाउपत्रदाताले कवोल गरेको दररेट तथा कुल कवोल रकम अंक र अक्षरमा प्रस्ट हुने गरि उल्लेख गर्नुपर्नेछ । अंक र अक्षरमा फरक परेमा अक्षरलाई मान्यता दिईनेछ ।

६. दरभाउपत्रदाताले सिलवन्दी दरभाउपत्रको खाम वाहिर यस वितरण केन्द्रको नाम, दरभाउपत्र नम्वर, कार्य विवरण र दरभाउपत्रदाताको छाप, नाम, ठेगाना स्पस्ट रुपमा उल्लेख गर्नुपर्ने छ

७. फ्याक्स, टेलिग्राम वा ईमेल वाट प्राप्त दरभाउपत्र फारमलाई मान्यता दिईने छैन ।

८. सिलवन्दी दरभाउपत्र पुर्ण वा आंशिकरुपमा स्वीकृत गर्ने वा नगर्ने (कारण जनाई वा नजनाई) सम्पुर्ण अधिकार यस वितरण केन्द्रमा निहित रहने छ ।

९. सिलवन्दी दरभाउपत्र सम्वन्धी थप अन्य कुरा वुझ्नु परेमा यस वितरण केन्द्रमा कार्यालय समयभित्र सम्पर्क राख्न सकिने छ ।

तपसिल:

दरभाउपत्र नं.	कार्य विवरण	दरभाउपत्रको मुल्य रु.	दरभाउपत्रको जमानत रकम रु.	लागत ईस्टिमेट रकम (भ्याट सहित) रु.	दरभाउपत्र खरिद गर्ने कार्यलयको वैक र खाता नं.	विडवण्ड जम्मा गर्ने कार्यलयको वैक र धरौटी खाता	दरभाउपत्र खोलिने मिती र समय
NEA-BDC-2074/75–09 SQ	कचनकवल गा.पा. विभिन्न स्थानमा विद्युतिकरणक कार्य	१,०००।००	२७,०००।००	१०,४७,५८३।८२	एलएमबि वैक खाता नं. ०६२००६०००१ ४६०००००८७	नविल वैक लि. खाता नं. ४५०१०१७५००११०	२०७५।०३।१५ दिनको १४.०० बजे

नेपाल विद्युत प्राधिकरण
भद्रपुर वितरण केन्द्र
फोन नं. ४५५२१५,४५६६६८,४५५६११

Name of the Office: ***NEA, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR, Jhapa***
Address of the Office: ***BHADRAPUR-07, Bhadrapur Road, Jhapa, Nepal***
Invitation for Quotations for the ***Electrification***
Contract Identification No: ***NEA-BDC-2074/075- 09, SQ*** Date of publication: ***2075/02/31***

1. The ***NEA, BHADRAPUR DISTRIBUTION CENTER*** invites sealed quotations for the construction of **Electrification *at Kachankabal–Different Place.*** The estimated amount for the works is NRs.10,47,583.82***[TEN Lakhs Forty Seven Thousands Five Hundred Eighty Three Rupees and Paisa Eighty Two Only]***.

2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of ***Nepal Electricity Authority, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR - 07, Bhadrapur Road, Tel. No. 023-456668, 023-455215 Fax No. 023-455611, Email: neabdr@gmail.com.***

3. A complete set of Bidding Documents may be purchased from the office ***Nepal Electricity Authority, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR, JHAPA,*** by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of **NRs. 1000.00[One Thousands]** till ***2075/03/14*** *during office hours*.
   "Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from NEA's web Site eproc.nea.org.np. Bidders, submitting their bid hand copy or electronically, should deposit the cost of bidding document in the following account."

   Name of the Bank: NMB Bank Ltd. , BHADRAPUR
   Office Account no.: 06200600014600000087 Rajaswa (revenue) A/c . :["For Cost of Bidding Document Only"]
   Name of Office: Nepal Electricity Authority, BHADRAPUR DISTRIBUTION CENTER

4 Sealed bids must be submitted to the office ***Nepal Electricity Authority, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR, JHAPA*** by *hand* on or before ***12:00Hrs*** on ***2075-03-15.*** Bids received after this deadline will be rejected.

5 The bids will be opened in the presence of Bidders' representatives who choose to attend at ***2075-03-15, 14:00Hrs*** at the office of ***NEA, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR, Jhapa***. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of NRs.**27000.00 [*Twenty Seven* Thousands Only]**, which shall be valid for 30 days beyond the validity period of the bid (i.e. 2075/05/26). If a bidder wishes to submit the Cash Security, the cash should deposit in the following Account and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
   Name of the Bank: NABIL Bank Ltd, BHADRAPUR
   Office Account no.: 4501017500110 ["For Bid Security only"]
   Name of Office: Nepal Electricity Authority, BHADRAPUR DISTRIBUTION CENTER

6 If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.

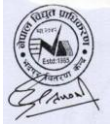
Note:
(As mentioned in clause 49ka of PPR 2064 clause 49ka ,add more relevant information as per required)

Section I. Instruction to Bidders(ITB)

1. Scope of Works	1.1 The Employer stated in the BDS for the construction of works as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of *Employer, name of project and contract identification number of Contracts* are **provided in the BDS**.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered contractors with eligibility criteria specified in section III Eligibility Criteria. 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. One Bid per Bidder	3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.
6. Content of Quotation Form	6.1 The Quotation Form comprise the documents listed below: Section I: Instructions to Bidders Section II: Bid Data Sheet Section III : Eligibility Criteria Section IV: Bidding Forms Section V: Works Requirements Section VI: Bill of Quantities Section VII: General Conditions of Contract (GCC) Section VIII: Special Conditions of Contract (SCC) Section IX: Contract Forms
7. Clarification	7.1 A prospective Bidder may obtain clarification on the Quotation Form from the Employer on or before 5 days prior to the deadline for submission of quotation.
8. Language of Bid	81. All documents relating to the bid shall be in English /Nepali.
9. Documents Comprising Bid	The bid by the Bidder shall comprise the following: • Letter of Bid • Eligibility Information/Document • Bid Security and • Priced Bill of Quantities
10. Bid Prices	10.1 The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer. All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.

11. Bid Validity	11.1 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.
12. Bid Security	12.1 The Bidder shall furnish as part of its bid, in original form, a bid security **as specified in the BDS.** In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive. 12.2 The bid security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from "A" class commercial bank or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid 12.3 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected. 12.4 The bid security shall be forfeited if: (a) a Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline. (b)a Bidder changes the prices or substance of the bid while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 27; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with clause 25 and 26; (ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance; or (iii) accept the correction of arithmetical errors pursuant to clause 21.1
13. Format and Signing of Bids	13.1 The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
14. Sealing and Marking of Bids	14.1 Bidders may submit their bids by hand copy or by electronically. 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 hand copy: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation. (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure **specified in the BDS**
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Employer at the address no later than the time and date **specified in BDS.**

16. Late Bids	16.1 Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17.Modification And Withdrawal of Bids	17.1 Bids once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place **as specified in the BDS**. The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.
20.Examination of Bids	201. Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows: (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected. 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.
22. Award of	22.1 The Employer shall decide the award of the contract to the Bidder whose bid is



Contract	within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2. 22.2 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer's estimate of the items of Work to be performed under the contract, the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder the performance security set forth in Clause 25 by an additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.
23. Employer's Right to Accept any Bid and to Reject any or all Bids	23.1 The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.
25.Performance Security	251. Within seven (7) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount =** **[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5%of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
26.Additional Securities	26.1 The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security

	and award of the Contract to the next lowest evaluated Bidder.
27.Corrupt or Fraudulent Practices	27.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
28.Conduct of Bidders	28.1The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
29.Blacklisting Bidder	29.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 28.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, 29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
30. Provision of APB, PPA and PPR	If any provision of this document is inconsistent with Arthik Prashasan Biniyamabali, 2068 NEA (APB) and 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 APB, PPA and PPR shall prevail.

SECTION - II
Bid Data Sheet

ITB 1	The scope of work is: ***Contruction of HT/LT Line at Kachankabal Ga. Pa. Different Places*** The number of the Invitation for Bids is : NEA-BDC-2074/075- 09, SQ The Employer is: ***Nepal Electricity Authority, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR, JHAPA*** The name of the Project is: ***Rural Electrification***
ITB 11	The bid validity period shall be: **45(Forty Five) Days.**
ITB 12.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of ***NRs.27000.00 [Twenty Seven Thousands Only],*** which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2 (b)	Cash Deposit Account for Bid Security: Account Name: ***NEA, BHADRAPUR DISTRIBUTION CENTER*** Bank Name: ***NABIL Bank Ltd., BHADRAPUR*** Bank Address: ***BHADRAPUR*** Account Number: ***4501017500110***
ITB 14.1	Bidders ***shall*** have the option of submitting their bids electronically. Electronic submission procedure shall be : **Special Instruction to Bidders for e-Bidding** **A) Bidders shall follow the electronic bid submission procedures specified below**: i. Interested eligible bidders shall, either purchase the hard copy of the Bidding document directly from the Employer's office as specified in the Invitation for Bid (IFB) or shall download the necessary parts of bidding documents from e-procurement section in NEA's web Site eproc.nea.org.np. In case, the Bidder choose to download the bidding documents, prepare his/her bids on downloaded documents, and submit his/her bid electronically, the Bidder is required to deposit the non-refundable fee for the cost of bidding document (as specified in the bid notice) in the bank account specified in the IFB. In addition, electronic scanned copy (*.pdf format) of the Bank deposit voucher shall also be required to be submitted along with the electronic bid files. ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorised representative and with seal of the company. a) Bill of Quantity (BOQ) with rate, amount, b) Form of Bid, Qualification Information. The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate filename shown in the table below. PDF (Adobe acrobat) version must be 4.0 or above.

S.No.	Document	PDF File name	Requirement	Remarks
1	Form of Bid	Bid form -1	Mandatory	PDF
2	Bid Security/Bank Guarantee	Bid Security -2	Mandatory	PDF
3	Company registration	Company reg-3	Mandatory	All firms in case of JV
4	VAT/PAN registration	VAT reg-4	Mandatory For National firms	All firms in case of JV
5	Tax clearances certificate for F/Y 2073/074	Tax-5	Mandatory For National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att -6	Mandatory	PDF
7	Joint venture agreement (if any)	JV doc-7	Mandatory	PDF
8	Qualification Information	Qualifications-8	Mandatory	PDF
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	PDF
10	Manufactures Authorization	Authorization-10	Mandatory	NA
11	Technical Data Sheet	TDS-11	Mandatory	NA

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

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

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

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

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

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

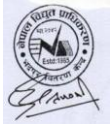
viii. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.

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

x. For Modification or Withdrawal of bid, the Bidder is required to submit PDF

	scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorised Representative/s of the Firm / all authorised Joint Venture partners. xi. 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. xii. In case, the Bidder choose to download the bidding documents and deposit the cost of bidding document (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the specified Employer's (revenue) account for the said document. xiii. 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 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 specified above, and submission of hard copy of "original plus one copy of bid" is not mandatory. ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission dead line, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures in the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/ clarifications as specified in ITB clause within 3 days. iii. In case of e-submission of Bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer within 3 days. iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and/or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.

	v. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation. vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited vii. a. if the Bidder does not respond and/or submit the documents and or clarifications when requested by the Employer. viii. 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
ITB 15	The deadline for bid submission is: Address: ***Nepal Electricity Authority, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR, JHAPA*** Date: ***2075/03/15*** Time : ***Before 12:00 Hrs***.
ITB 18	**C) Bid Opening for e-submitted Bid:** i. The bid opening shall take place at : Address : ***NEA, BHADRAPUR DISTRIBUTION CENTER, BHADRAPUR, JHAPA*** Date: ***2075/03/15*** Time : ***14:00 Hrs.*** ii. Electronically submitted bid shall be opened first at the Bid opening time. iii. The e-procurement system allows the Employer to download the e-submitted bid files from the Bidders only after the time for opening the bids. 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. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
	D) Bid Evaluation and Comparison Process for e-submitted Bid. i. In case of e-submitted Bids, the Employer evaluates the bid based on the information as per electronically bid files. For clarification/verification purpose, the Employer may request the Bidder to submit documents/clarifications. ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause or forfeiture of bid security shall be applicable.
	D) Qualification Information: In case of e-Bidding, the Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents. **E) Bid Security Format** Form of Bid security shall include the provision as 'This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee



Section- III: Eligibility Criteria

Eligibility Information

Eligibility Requirements:

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

a. Firm/Company Registration Certificate: [attach copy]
b. Business Registration Certificate (License): [attach copy]
c. PAN/VAT Registration Certificate: [attach copy]
d. Tax Clearance Certificate/ Extension Letter/Tax return submission evidence for the F/Y **2073/074** ***[insert fiscal year]***
e. Power of Attorney: [attach]
f. Letter of Bid [attach]
g. [insert addition document if required]

Notes to Bidders

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

Section- IV: Bidding Forms

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.
(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 45 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) 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;
(h) We declare that, we have not been black listed and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
(j) If awarded the contract, the person named below shall act as Contractor's Representative:
(k) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: .....

In the capacity of .....

Signed .....

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

Date .....

Bid Security

Bank Guarantee

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

Beneficiary: ..... name and address of Employer.....
Date:.....
Bid Security No.:.....

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

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) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(b) 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.
(c) is involved in fraud and corruption in accordance with the ITB

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

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

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

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

Note:

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

SECTION - V
Works Requirements

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

CONSTRUCTION STANDARD

CONSTRUCTION WORKS

1. General	1.1 These specifications together with the 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 specifications and the 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. 3.4 All structure and stay lead locations shall be staked. At points of intersection (PI) of tangent line sections, steel rebar stakes shall be used to locate the PI. A minimum of two (2) side sightings will be made at each PI to permit re-location of PI in the event of stake removal. All structure locations in tangent line sections shall be staked. 3.5 All distances between structures, and other necessary measurements

	of length, shall be measured to accuracy of 0.1 meter and all angles shall be determined by transit to an accuracy of 0.1 decimal degree. All elevations shall be measured to an accuracy of 0.1 meter by means acceptable to the NEA. 3.6 All measuring and staking activity shall be accomplished by personnel with experience in survey procedures; and standard survey equipment acceptable to the NEA, shall be used to perform the survey work. Field survey notes covering all survey work shall be produced and maintained and shall be returned to the NEA at the time of submission of final PCS report. The format of proposed survey notes shall be submitted to the NEA for approval. 3.7 Survey work shall include centerline and structure location and staking; determination of overhead and side clearings of other structures, wires, and obstacles; area surveys and plotting; and centerline profiles of terrain; as directed by the NEA.
4. Technical Documentation	4.1 All technical documentation as specified herein shall be prepared by the Contractor. The Contractor shall employ skilled drafting personnel to produce all documentation specified. All technical documentation prepared by the Contractor shall be subject to the approval of the NEA prior to acceptance by the NEA of such documentation. All technical documentation shall be prepared in the English language. 4.2 Documentation shall be prepared using the following mediums: (a) A4 Size of paper shall be used to produce the base Structure Data Sheet (SDS) and A1 size of drawing papers for As-Built Drawings and other drawings specified by the NEA. The scale for drawing shall be 1:5000. A1 594 mm x 841 mm (23.39" x 33.11") A4 210 mm x 297 mm (8.27" x 11.69") (b) Computerized geographical information system shall be used to produce small area plotting, profiles of line-sections and centerline plotting necessary for the development of SDS and As-Built Drawings. (c) A set of digitized data on CD shall be submitted separately. 4.3 SDS shall be prepared as specified in *Vol I, Preamble to Price Schedules* by the Contractor showing his proposed construction details for erection of facilities in accordance with the Construction Standards. The SDS shall be prepared after the centerline survey and staking is completed, for any line section designated by NEA, and shall be submitted to NEA for approval prior to any construction of the facilities shown in SDS. Submission of SDS for approval shall be in A4 size paper NEA may require any revisions to be made, at their sole discretion, prior to approval of the SDS for construction. An approved and field checked SDS is required for all Construction Units invoiced by the Contractor. The Contractor and NEA representative shall perform Field checking of the SDS jointly. The SDS and As Built Plan are intended as

	permanent records for NEA. Any construction performed prior to the Contractor's receipt of approved SDS from NEA shall be completely at the Contractor's risk, and NEA shall have the right to require any correction due to the un-approved construction activities. 4.4 As-Built Drawings shall be prepared by the Contractor in the general format provided by the NEA. Drawing size shall be approximately 841 x 594 mm overall and the scale shall be 1:5000. The NEA shall provide any available environmental background data for inclusion on the various drawings and the Contractor shall record (in ink) all facilities As Built. 4.5 The Contractor shall prepare other technical drawings, in the same medium and format as the As-Built Drawings, for example As-Built Drawings index sheets, pole maps, and one line diagrams as specified and required by the NEA. 4.6 The Contractor shall prepare and furnish Transformer Record documents, in the format specified by the NEA, for each transformer installed.
5. Material Storage	5.1 The Contractor shall be responsible for storage of all materials and equipment delivered by him for the work; and security of materials. The Contractor shall manage all labor, equipment, and vehicles to load and transport said materials and equipment to the worksites. 5.2 **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. **5.3 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.
6. Poles and Cross Arms	6.1 Pole Numbering Poles and structures shall be numbered in accordance with a numbering system provided by NEA. Each pole shall be marked

permanently through template with the assigned number.

6.2 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 Engineer 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.

Bolts of proper length shall be used. Excess nuts shall not be used to make use of a bolt, which would otherwise be too long. The end of a machined bolt projecting more than 3 centimeters beyond the nut shall be cut off to a length of 2 centimeters beyond the nut. Each bolt, when installed, shall have its full complement of nuts.

Washers shall be used where specified in these standards. For wooden pole, bolted connection through wood members should be drawn tight to allow for shrinkage of wood. Bolts should be pulled up so that the wood is compressed but not so tight to break the wood fibers. Fiber breaks on the surface of the pole increases probability of decay.

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.

6.3 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.

Excavations shall be properly located and sized for the intended use. Pole and stay plate/ anchor excavations shall be correctly sized to retain undisturbed soil to the greatest extent consistent with the means of excavation. Pole holes shall be made by power-driven auger or by manual methods; power-driven shovel equipment shall not be used. Pole holes shall be excavated to the specified depth with no tolerance shallow and tolerance of ten (10) centimeters deep. The bottom of pole holes shall be undisturbed soil, gravel or rock. Stay plate holes shall be excavated by manual methods to specified depth with no disturbed soil in the direction of the anchor rod.

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.

6.4 Pole Setting

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

Each pole shall be assigned a unique construction number at the time of structure staking for preliminary identification and preparation of SDS.

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.

Poles located in shallow riverbeds shall be protected by gabions as designated by the Site Engineer or Engineer. Gabions should be approximately 2 meters x 1 meter x 1 meter. Four such gabions are required for each pole.
Set pole and pour 860 mm diameter foundation as per construction standard construction drawing. Level areas around pole and set gabions in pattern shown in construction drawing. It is important to lace adjacent gabions together along the perimeter of all contact

	surfaces. Fill gabions with hard, durable, clean stone, 100 mm to 200 mm in size in three layers. Install two connecting wires at each layer. Lace gabion lids securely making certain all edges are closed. Fill void between pole and gabion with hard, durable, clean rock 200 mm minimum size.
7. Stays	7.1 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. **7.2 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. **7.3 Stay Insulators** Stay insulators shall be installed on all stays in accordance with the construction drawings
8. Conductor	Aluminum Conductor Steel Reinforced (ACSR) conductor shall be used for 11,0.4/0.23 kV overhead lines. **8.1 Sagging** Conductors shall be sagged in accordance with the sag chart specified by these specifications. 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. **8.2 Sag Charts** Unless otherwise noted, all sag charts are calculated on the basis of 35 kg/m^2 wind pressure Sag is always measured vertically, without wind, when conductors are being installed or re-sagged. Unless otherwise specified by the Site Engineer or Engineer for a specific condition, initial or stringing sag shall be applied to the installation of all new unstressed conductors. The initial sag is always less than the final sag. The most practical method of obtaining the correct sag is by sighting between two adjacent structures. Choose the structure, which is reasonably near the same elevation Sags for the various temperatures shall be furnished by the Engineer in a table form for spans not covered by the sag chart. In order to ascertain the sag for a given stringing temperature, select the point corresponding to the proper temperature on the scale on the left-hand side of the sag chart. Lay a straight edge so that it passes through this point and the point of the center scale representing the length of span to be sagged. The straight edge will then indicate the proper stringing sag on the right-hand scale. Interpolate if the temperature of span is not exactly the same as designated on the chart. The low voltage neutral conductor shall be sagged with the same

sag as the low voltage phase conductor. If the low voltage conductor, as a group, has less design sag than the high voltage phase conductor installed above it, the low voltage conductor, as a group, shall be installed to the same sag as the high voltage conductors installed above. The sag of pre stressed conductors such as installed with a tensioning machine shall be specified by the Engineer for the job.

8.3 Stringing

All cable grip used for the installation of conductors shall be of the type designed to prevent injury to the conductor.

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

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

The dynamometers and similar apparatus shall be used for tensioning of conductor to obtain appropriate sagging of conductors. Dynamometer shall be used only when the sight method is not feasible. Dynamometer shall be checked for accuracy before using.

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

Stringing rollers shall be suspended at each insulator support position so that the conductor shall roll smoothly over the roller-protecting conductor from any physical damage.

Stringing sheaves shall have a diameter at least 20 times the conductor diameter and so finished as to prevent damage of any kind to the conductor as it is pulled through the sheaves.

Conductor drum shall be located at a sufficient distance from the first structure to avoid excessive bending of the conductor over the sheaves and excessive downward loading on the cross-arms.

Attention shall be paid to the fact that all sag charts contained herein for ACSR conductors are calculated on the basis of non pre-stressed conductor. For this reason, at no time during the stringing or sagging operation, shall conductors of this type be pulled to sag, which are less than those shown by the charts.

Special care shall be taken at all times to prevent the conductor from becoming kinked, twisted or abraded in any manner. Where it is necessary to drag conductors on the ground, the conductors shall be protected by covering all stones or other objects, which might damage the conductor with boughs or trees or suitable pieces of lumber. These requirements are especially important when ACSR conductor is being

handled on river crossing spans. Floats with rollers shall be used to prevent the conductor from dragging along the river bottom.

In stringing conductors across highways, the conductors shall be fully protected from passing vehicles by use of temporary guard structures.

8.4. 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.

8.5 Sag Error

Sag error shall not exceed ± 40 mm from the sag defined by the sag chart.

8.6. Conductor Attachment

Conductors shall be secured to pin insulators with pre-formed conductor ties or with tie wire. Insulator ties, except at jumper supports in structures, shall be made with pre-formed ties when available.

Conductors shall be connected to dead end assemblies with tension set.

8.7 Line Splices for Tensioning and Looping

Cleaned and polished contact surfaces are necessary to make conductor splices so that it shall remain free from trouble. Great care shall be taken to completely clean the strands of aluminum conductor. The splicing sleeve must be centered over the conductor ends before compressing to make a splice of required strength.

Appropriate sleeve shall be used for splicing ACSR conductors prior to installation. The outer strands of aluminum shall be carefully cleaned with a wire brush to remove all foreign matter till the aluminum shines brightly. The cleaning applies to both new and old conductors. The manufacturer pre-filled with inhibitor compound supplies splicing sleeves for aluminum conductor.

Splices in line conductors shall be so located that the end of the splicing sleeve is at least 30 cm from the end of a suspension or dead end clamp. Non-tension loops, such as between dead ends, shall be spliced with a connector when the conductors are of same metal and size.

8.8 Connectors

Cleaned and polished contact surfaces are necessary to make electrical connections that will be free from trouble.

Tap connectors are supplied by manufacturers pre-filled with inhibitor compound. Excess inhibitor compound shall not to be removed but it shall be wiped over the connector as a moisture seal. Connectors shall not be covered or taped.

Compression connectors shall be located in such a manner that there shall be at least 30 cm of conductor between the end of the connector and the end of a dead end

Connectors shall be installed on non-tensioned portion of the conductor such as loops in preference to the conductor in the span.

Connectors installed on conductor shall be located in a span adjacent to the crossing rather than the crossing span when practicable.

Aluminum compression connectors, pre-filled with inhibitor compound, shall be compressed on the cleaned area of aluminum conductor. Where necessary, inhibitor compound shall be applied to the cleaned conductor and connector before assembly.

Aluminum compression connectors shall be used for connecting aluminium-to-aluminium conductors.

8.9 Conductor Accessories

Pre-Formed Ties and Grips

Taps for jumpers and services shall not be made over the legs of ties or dead end grips.

Pin Insulator Ties

Pin insulator ties are of 2 types:

a. With single top grooves: Single top ties may be used to turn line angles to 7 degrees where single insulators are permitted. Please refer construction drawing for specific applications.

b. With side grooves with specific size of ties for specific conductor in each tie style: Specific usage is dictated by insulator pin loading and use of single insulators as specified in construction drawing.

Shackle Insulator Ties

Shackle insulator ties are furnished in one type with specific size of ties for specific conductor. Shackle ties may be used to turn line angles at 20 degree. At the line angles, the conductor shall be located on the side of the vertically installed shackle insulator that causes the conductor to be forced against the shackle insulator. Angle loading shall not be imposed on the ties itself.

Preformed Stay Wire Binder

Preformed stay wire binder for stay wire are furnished as per construction drawing.

Preformed stay wire binder are right hand lay. Preformed stay wire

binder may be removed and replaced up to 3 times, when initially installed, to permit adjustment of stay tension.

When applying ties or grips the manufacturer's identification tag and colour coding shall be checked to insure that the tie or grip is the right unit specified for application on the specific conductor or wire strand.

Perform for stay wire are furnished with 2 crossover markings. When applying preform on hardware, the grip shall be installed using the crossover point closest to the loop of the grip.

Compression Fittings

Full-tension conductor splices and repair sleeves are furnished for all conductors to be installed.

a. Full Tension Conductor Splice

Full-tension spliced for ACSR conductor is provided in a 2/1-piece unit. Full tension conductor splices will develop full conductivity of the conductor and a minimum of 95% of the rated conductor breaking strength. Please see construction drawing for splicing instructions.

b. **Repair Sleeves**

Conductor repair sleeves are furnished for all conductors to be used to restore the rated current carrying capacity of conductors with broken strands. Repair splices have no tension rating.

8.10 PG Clamps

PG clamps are furnished in a full range of sizes for application in the non-tension connection in 33, 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.

8.11 Application

When applying ties or grips the manufacturer's identification tag and colour coding shall be checked to insure that the tie or grip is the right unit specified for application on the specific conductor or wire strand.

Preformed for stay wire are furnished with 2 crossover markings. When applying preformed on hardware, the grip shall be installed using the crossover point closest to the loop of the grip.

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.

8.12 Line Construction

Arrangement of Conductor

The standard position of 33, 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 top of the pole, Yellow (Y) on right hand end of the cross-arm and Blue (B) on left hand end of the cross arm. **Attachments to Poles** Boltholes 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. **8.13 Pole Wiring** All taps or connections passing from one level to another on the pole shall, as far as possible, be vertical. Connections shall have sufficient length so that the line conductors are not moved from normal positions and normal movement is not restricted. Connections shall have at least 30 centimetres clearance from other conductors. Any connection carried from one side of the pole to the other side shall be supported on pin insulators.
9. Transformer Structures	Distribution panel-board material and equipment ratings shall be determined by the kVA rating of the transformer and number of 400/230 volt out going distribution circuits. Where out going distribution circuits are installed, pole moment loading must be balanced by another out going distribution circuits in the opposite direction or by installation of stays. Two separate rods shall be used to earth the transformer structure a.) One for surge arresters and equipment b) Another for the neutral of transformer low voltage winding, body of transformer and the body of MCCB box.

Each earth rod shall be driven at a minimum distance of 2 meters from the adjacent pole resulting in a minimum distance of 6 meters between the two ground rods.

Ground conductor lead shall be stranded steel wire.

1/2" banding material shall be used to strap grounding conductors to pole(s) at one (1) meter intervals.

Compression connectors and PG clamp shall be used to make all electrical connections. When connecting copper transformer circuit conductor to the secondary line conductors, the copper conductor shall be placed below the aluminium conductor at the connection so that rainwater will flow from the aluminum conductor onto the copper conductor.

Conductor shall be terminated on main breaker and neutral bus with cable socket of proper size.

Individual conductors of the circuits located in panel boards shall be bundled with cotton or nylon cord and trained and tied to conductor standoff clips.

10. Installation Criteria

10.1 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: 50m to 55 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

10.2 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.

10.3 Detailed schedules of material to be used are provided in each structure drawing of the construction standards. It shall be the responsibility of the Contractor to judge the appropriateness of the listed material according to the site conditions. If there is any need for addition/reduction or deviation from the listed material size/quantity, the Contractor shall ask the NEA for the approval of the same.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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. No.	Conductor Size in mm^2	Minimum Break Angle in Degrees
4.	100 (Dog)	7
5.	50 (Rabbit)	15.5
6.	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.

11. Installation of Stays

11.1 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

11.2 Stay may not be installed in the following conditions

HV Line (11 kV) with 11 m Pole

a) - Conductor 3x100 mm^2

- Span 75 m (max)

- Break angle: 4 deg.

b) - Conductor 3x50 mm^2

- Span 75 m (max)

- Break angle: 5.5 deg.

c) - Conductor 3x30 mm^2

- Span 75 m (max)

	- Break angle: 6.5 deg. Composite (HV +LV) line with 11 m pole a) - Conductor 3x100 mm^2 HV; 3x50 mm^2+30 mm^2 LV - Span 40 m (max) - Break angle: 2 deg. b) - Conductor 3x50 mm^2 HV; 3x30 mm^2+1x30 mm^2 LV - Span 50 m (max) - Break angle: 2.5 deg. 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.
12. Transformer Mounting	Each transformer (except single phase pole mounted) shall be so mounted on the platform that the centre of the transformer is in the middle of the platform. Deviations are not permitted from this rule.
13. Grounding Procedure	**13.1 Purpose** Grounding conductors and electrodes (ground rods) are installed on poles and structures to provide a low impedance path to ground for fault currents and over voltages and current waves initiated by lightning strokes. The objective is to minimize possible difference in potential between normally non-current carrying parts and from those parts to ground. It is also necessary to provide a current path to ground to enable protective devices to quickly de energize the circuit under over voltages and over current conditions. **13.2 Parts to be grounded** The following parts shall be grounded a) Surge arrester ground studs b) Normally non-current carrying parts of the switches, frames, panel boards, cabinets, re closer tanks etc. c) Low voltage neutral points of the transformer. d) Neutral for the low voltage (0.4/0.23 kV) line shall be grounded at every 15 poles. **13.3 Grounding Conductors** Conductor sizes for grounding of specific parts shall be made as follows. Surge Arrestor 2AWG copper welded

	Switch frames and re closers 2 AWG copper welded Transformer neutral points 25 sq mm copper wires All the grounding conductors shall be installed with the high-density polythene pipe at least above reach of the human beings **13.4 Ground Rod Installation** At switches, re closers grounding points the ground rod shall be installed in the ground at a minimum lateral distance of two meter from the associated poles. The top of the ground rod shall be driven to a minimum depth of 40 centimetres below grade before connecting the ground conductor to the ground rod. At the transformer structure body of the transformer and the body of surge arrestor, MCCB box, the grounds shall be separated laterally from transformer secondary neutral point grounds by a minimum of 6 meters. Ground rods shall be driven to a minimum depth of 40 centimetres below grade before connecting the grounding Conductor to the ground rod. The grounding conductor shall be encased in a rigid plastic pipe for a distance of 3 meters above the top of the concrete pole foundation or collar. The plastic pipe shall be of sufficient internal diameter to contain the grounding conductor.
14. Low Voltage Circuits	400/230 Volt Low Voltage Circuits **General Instructions** **14.1 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. **14.2. 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. **14.3 Phase Conductor** Phase conductors shall be bare ACSR conductor as specified by the work plan.
15 Dismantaling	15.1 Transformer, conductor, poles etc. shall be dismantled and transported safely to the local NEA office.
15. Safety	16.1 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. 16.2 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. 16.3 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 16.4 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. 16.5 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. 16.6 The Contractor shall apply all accidental insurance policies to his work force for an accident occurring during the working period of the construction.
17.Tests	17.1 The Contractor shall furnish the electrical test equipment and personnel to perform electrical tests of equipment and circuits, as specified by, and under the supervision of the NEA. 17.2 The Contractor shall meggar all circuits installed with a motor-driver

	megger or equivalent instrument to demonstrate the acceptable insulation characteristics of the line prior to energization and Provisiona Acceptance. 400/230 V overhead circuits shall be tested at 500 volts AC. 17.3 The Contractor shall conduct DC hi-potential tests on all underground circuits, after makeup but prior to backfilling. The test shall be made with DC hi-potential test set capable of non-destructively testing the cable at approximately 300% of cable voltage rating. 17.4 The Contractor shall megger all transformers with a motor-driven megger prior to connection to the LV network. 17.5 All tests specified shall be conducted during suitable atmospheric conditions under the supervision and witness of the NEA. All test results shall be documented and signed by both parties.
18. Demolition	18.1 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.
19. Cleanup	19.1 The Contractor shall ensure that all worksites shall be free of all manner of debris resulting from the construction activity. 19.2 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. 19.3 Site cleanup shall be an integral part of the Provisional Acceptance process, and no line section shall be provisionally accepted unless all cleanup work has been accomplished.
20. Tree Cutting and Trimming	20.1 Any tree cutting or tree trimming shall be accomplished by the Contractor in coordination with CBO. 20.2 All cutting shall be removed by the Contractor with disposition of cutting as specified by NEA.
21. Interruptions to Existing Service	21.1 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. 21.2 If it is possible to maintain service to a section of line by constructing temporary facilities approved by NEA, the Contractor shall detail man hours and classification of personnel required to construct such facilities and submit to NEA for approval prior to any work being performed. Payment for approved work shall be based on the rates covered in *Vol I, Preamble to Price Schedules*, Construction Unit 10.

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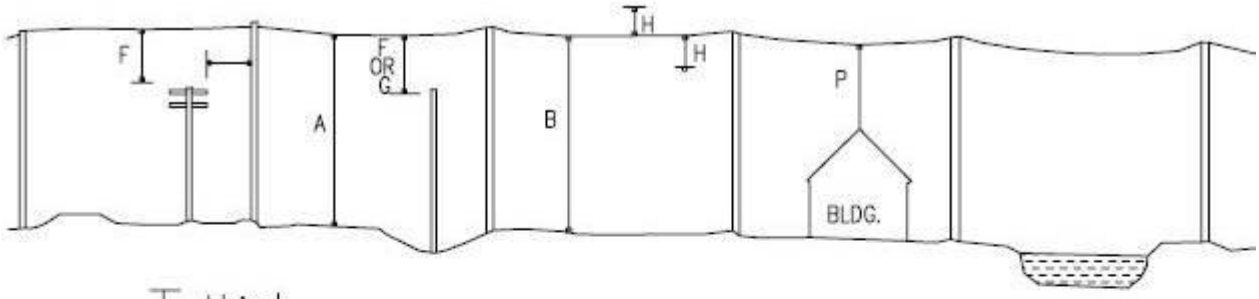
Drawings

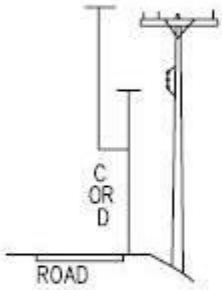
Note:

1. It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are reduced illegible.

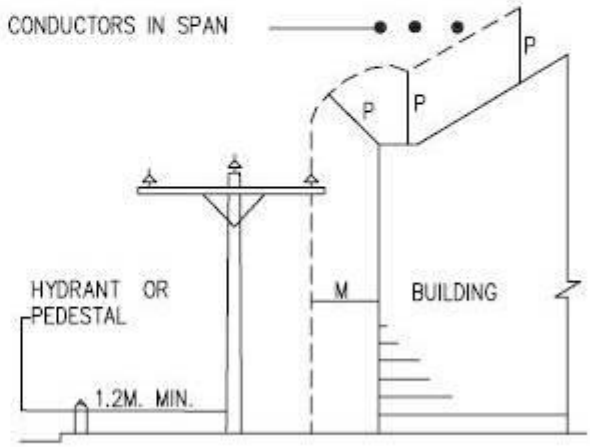
2. A simplified map showing the location of the Site in relation to the local geography, indicating major roads, posts, airports, and railroads, is helpful.

3. The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and the price the Bill of Quantities.





POLES ADJACENT TO ROADS



MINIMMUM CLEARANCE FROM BUILDINGS

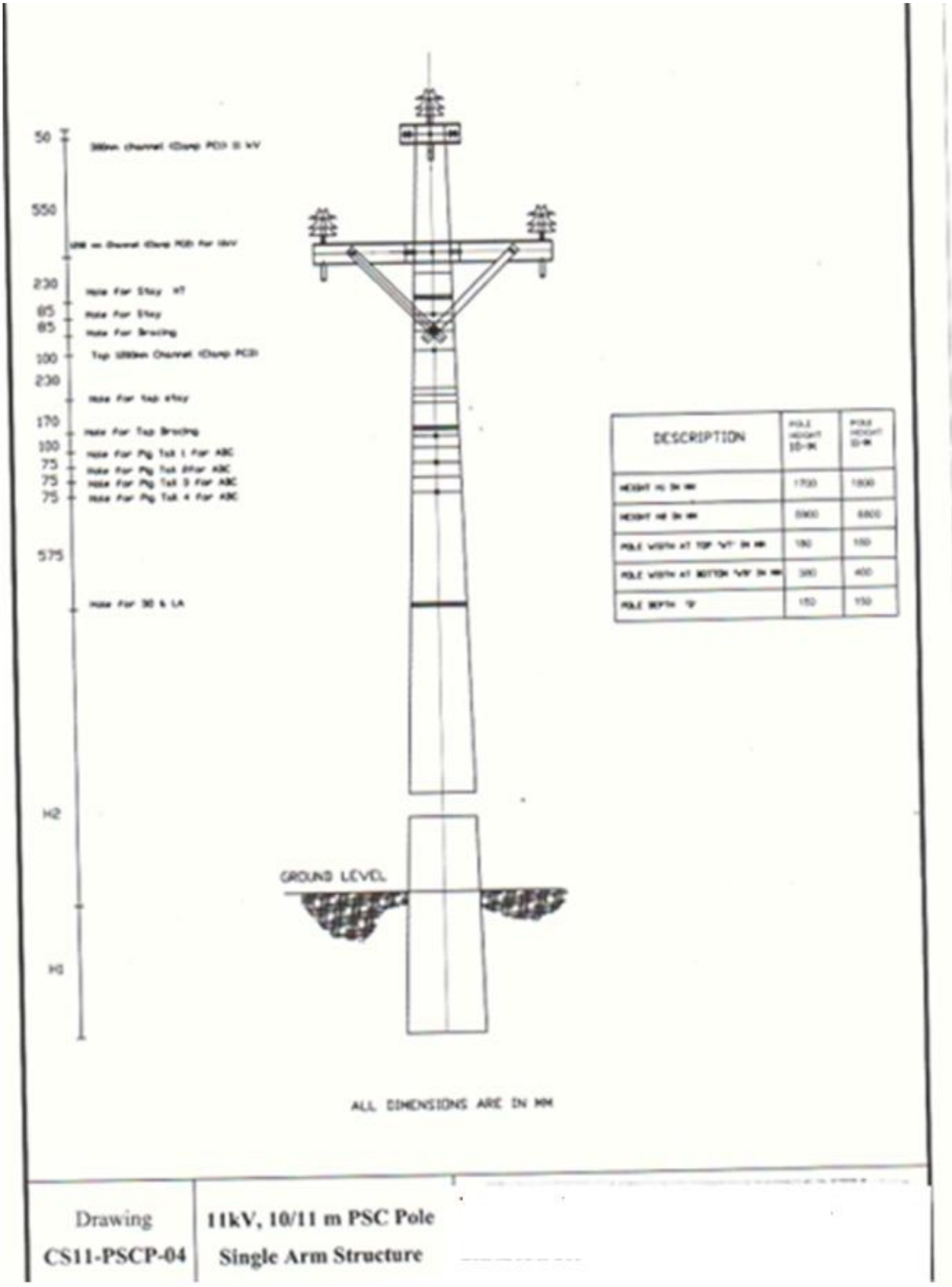
	CROSSING OVER	VOLTAGE OF CIRCUIT CROSSING	METER
A	ROAD, STREET, HIGHWAY OR LIMITED ACCESS HIGHWAY	230/400 V – 11 KV*	5.80
		11 KV** – 33 KV	6.10
B	AREAS ACCESSIBLE TO PEDESTRIANS ONLY	230/400 V – 11 KV*	4.60
		11 KV** – 33 KV	5.20
	LINE ALONG SIDE OF		
C	MAIN HIGHWAYS, STREETS OR ALLEYS	230/400 V – 11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

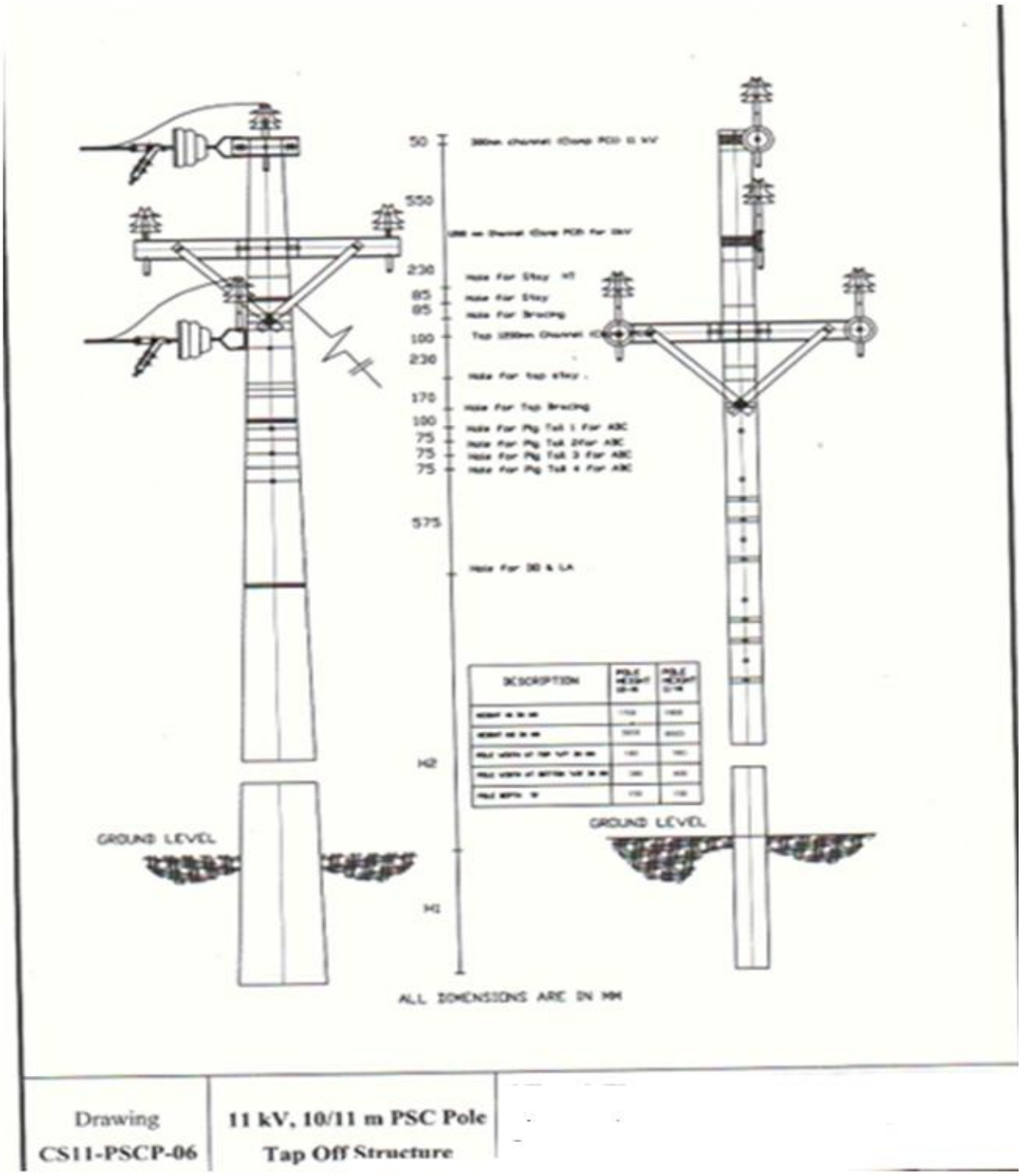
* Exclusive ** Inclusive

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

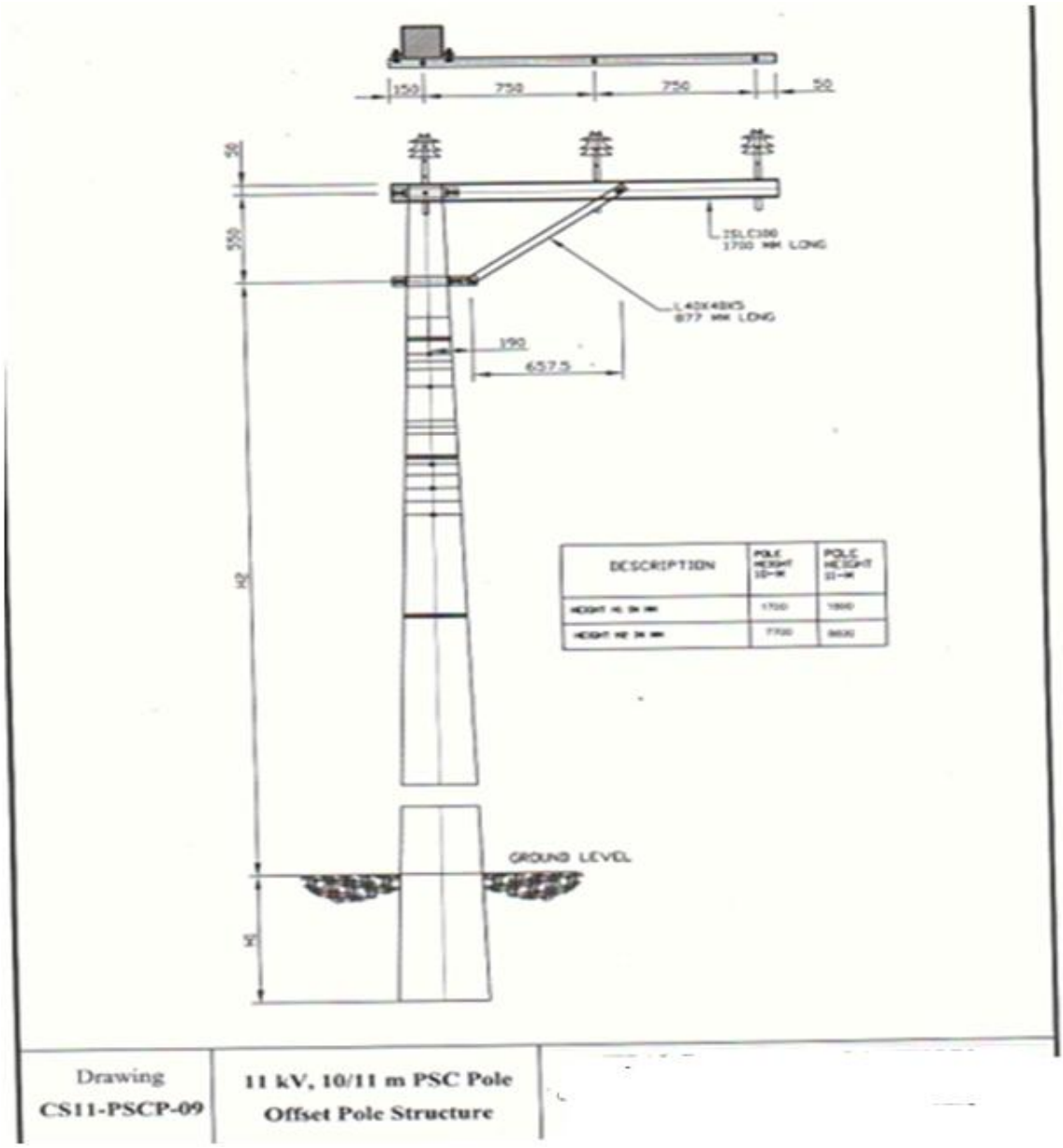
CLEARANCE M ALSO SPECIFIED HORIZONTAL CLEARANCE FROM BALCONIES.

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


50
550
230
65
65
100
230
170
100
75
75
75
575
H2
H1
GROUND LEVEL
DESCRIPTION
ALL DIMENSIONS ARE IN MM
Drawing
CS11-PSCP-04
11kV, 10/11 m PSC Pole
Single Arm Structure

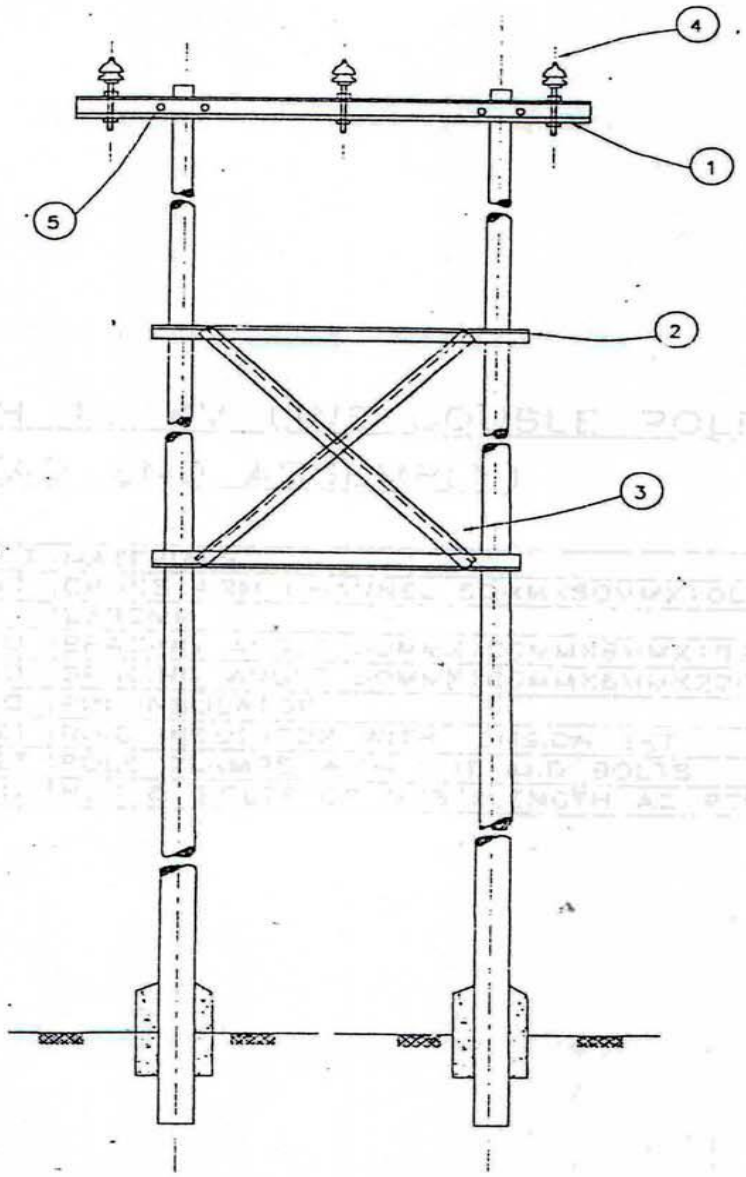


Drawing	11 kV, 10/11 m PSC Pole
CS11-PSCP-06	Tap Off Structure



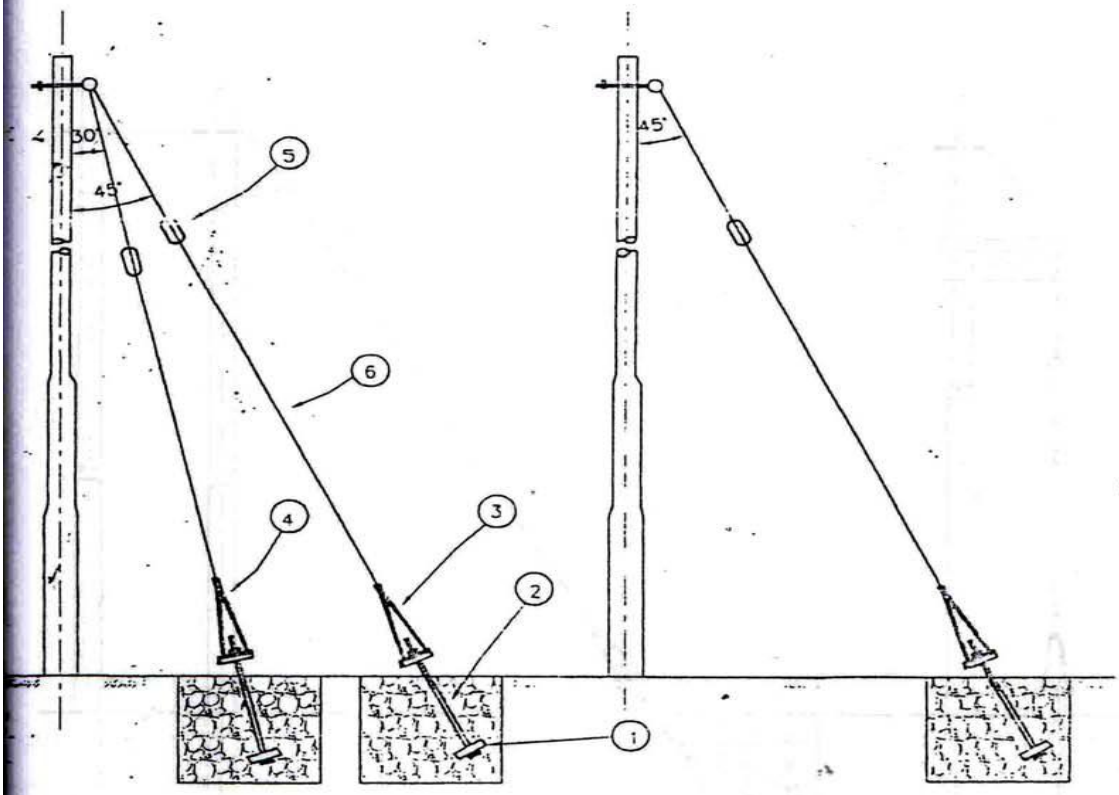
Drawing	11 kV, 10/11 m PSC Pole	
CS11-PSCP-09	Offset Pole Structure	

E-13



ISSUED Ashad 2050 REVISION (08)	11 KV C/H LINE DOUBLE POLE HORIZONTAL CONFIGURATIION	TECHNICAL SERVICES DEPARTMENT DCS/NEA

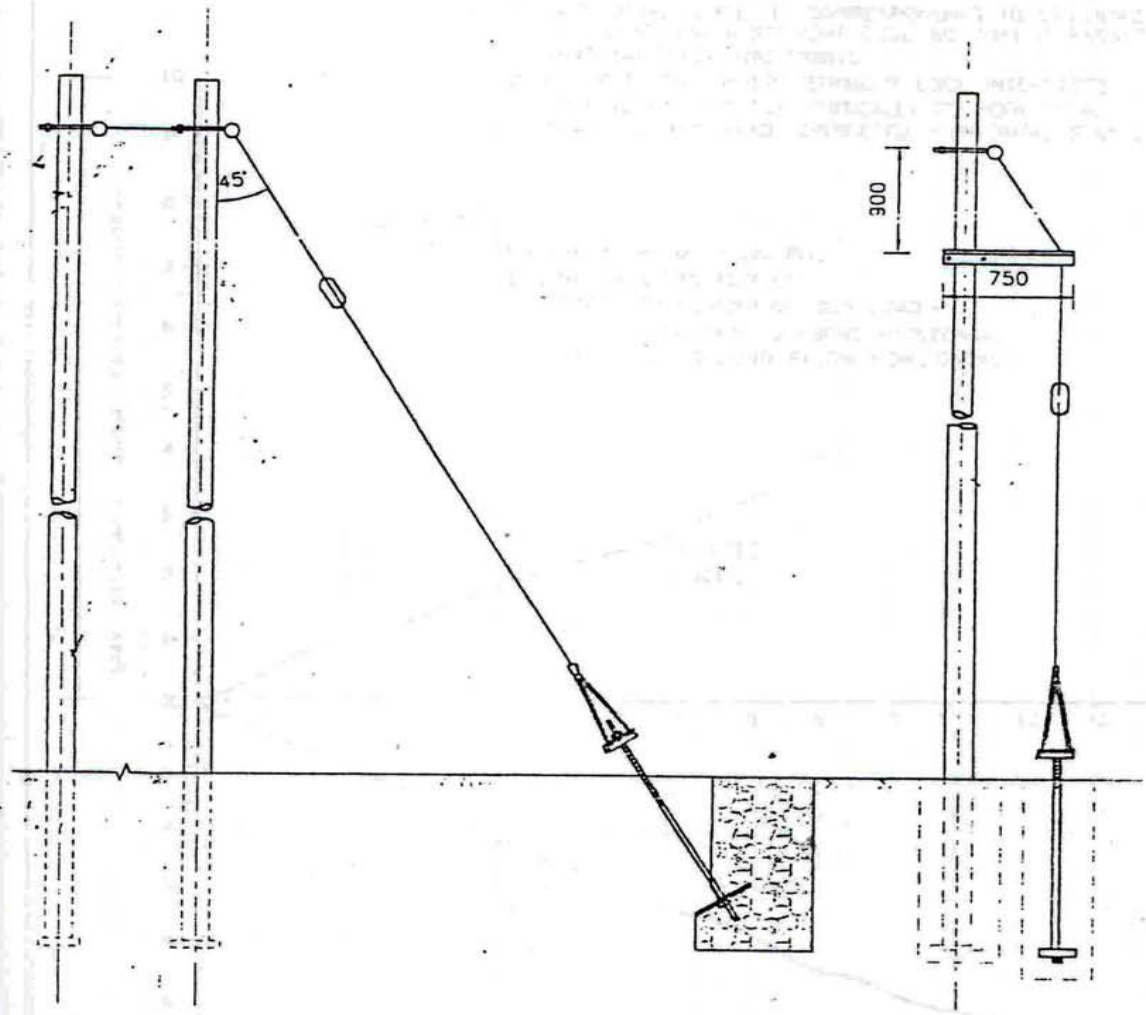
E-33



TYPE-B TYPE-A

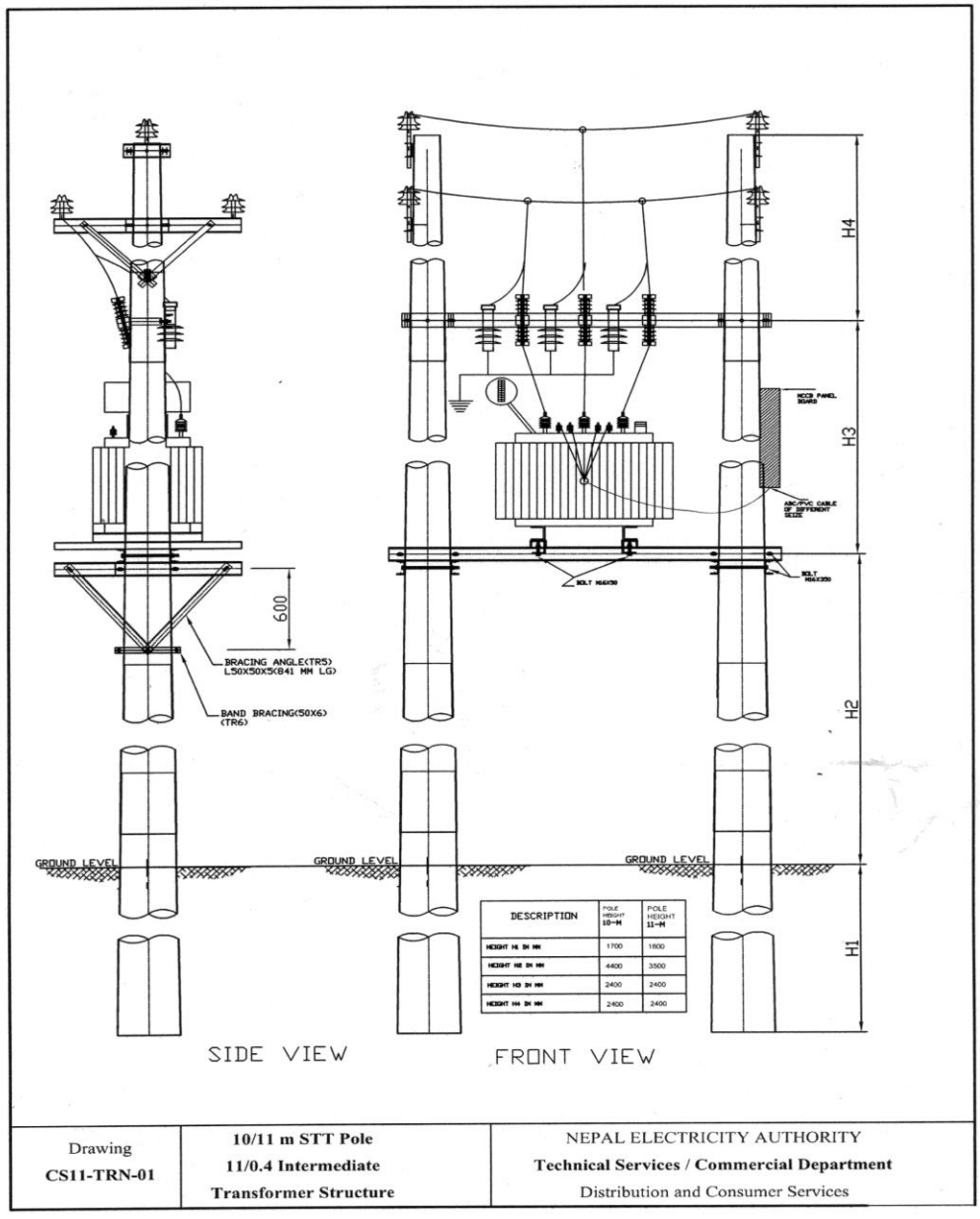
ISSUED Ashad 2050 REVISION (21)	STAY SET	TECHNICAL SERVICES DEPARTMENT DCS/NEA

E-40



TYPE-C TYPE-D

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



Drawing	10/11 m STT Pole	NEPAL ELECTRICITY AUTHORITY
CS11-TRN-01	**11/0.4 Intermediate**	**Technical Services / Commercial Department**
	Transformer Structure	Distribution and Consumer Services

SECTION - VI

Bill of Quantities

Price Schedule & Bill Of Quantity

NEPAL ELECTRICITY AUTHORITY

Distribution and Consumer Services Directorate
BHADRAPUR Distribution Center
BHADRAPUR, Jhapa

Sealed Quotation No.: NEA-BDC-2074/075-09,SQ
Job: *Construction of HT/LT Line (Elecrification)at Kachankabal Ga.Pa.*
Site: *Kachankabal Ga.Pa Different Places.*

Item No.	Description	Unit	Qty.	Unit Rate in Figure (NRs.)	Unit Rate in Words (NRs.)	Total Amount NRs.
1	Errection of 8/9mt.PSC Pole	Nos.	106			
2	Stringing of HT 3 wire 0.05 Sq.inch Conductor	Km.	1.10			
3	Stringing of LT 2 wire 0.03 Sq.inch Conductor	Km.	5.20			
4	Stringing of LT 1 wire 0.03 Sq.inch Conductor	Km.	8.20			
5	Stay Installation	Set.	39			
6	Pole Transportation (Size 8/9 mt.)	Nos.	106			
7	Conductor & H/W Transportation	L/S	L/S			
Total:						
VAT 13%:						
Grand Total:						

Grand Total Amount (in words) .....

Name of the Bidder:..... Company Seal:

Authorized Signature of Bidder..... Date:

Section VII. General Conditions of Contract (GCC)

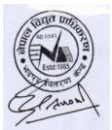
1. General Provisions	
1.1 Definitions	In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:
The Contract	1.1.1 "**Contract**" means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC). 1.1.2 "**Specification**" means the document as listed in the SCC, and any variation to such document. 1.1.3 "**Drawings**" means the Employer's drawings of the Works as listed in the SCC, and any variation to such drawings. 1.1.4 "**Bill of Quantities**" means the priced and completed bill of quantities forming part of the Tender. 1.1.5 "**Bid or Quotation**" means the contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. 1.1.6 "**Letter of Acceptance**" means the formal acceptance by the Employer of the **bid** or Tender.
Persons	1.1.7 "**Employer**" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee. 1.1.8 "**Contractor**" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee. 1.1.9 "**Party**" means either Employer or the contractor.
Date, Times and Periods	1.1.10 "**Commencement Date**" means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties. 1.1.11 "**Day**" means a calendar day. 1.1.12 "**Time for Completion**" means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.
Money and	1.1.13 "**Cost**" means all expenditure properly incurred (or to be incurred) by

Payments	the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit. 1.1.14 "**Contract Price**" means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract. 1.1.15 "**Retention Money**" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3
Other Definitions	1.1.16 "**Contractor's Equipment**" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant. 1.1.17 "**Country**" means Nepal. 1.1.18 "**Employer's Liabilities**" means those matters listed in Sub-Clause 5.1. 1.1.19 "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the permanent work. 1.1.20 "**Plant**" means the machinery and apparatus intended to form or forming part of the Permanent Works. 1.1.21 "**Site**" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.22 "**Variation**" means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1. 1.1.23 "**Works**" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation. 1.1.24 "**Permanent Works**" means the permanent works to be executed (Including Plant) in accordance with the Contract. 1.1.25 "**Temporary Works**" means all temporary works of every kind (other than contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
1.2 Interpretation	Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.
1.3 Priority of Documents	The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as **listed in the SCC**.
1.4 Law	The law of the Contract is stated in the Law of Nepal.
1.5 Communications	Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed. If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice

	in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.
1.6 Statutory Obligations	The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
2. The Employer	
2.1 Provision of Site	The Employer shall provide the Site and right of access thereto at the times stated in the SCC.
2.2 Permits and Licenses	The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.
2.3 Employer's Instructions	The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
2.4 Approvals	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
3. Employer's Representatives	
3.1 Authorised Person	One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
3.2 Employer's Representative	The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.
4. The Contractor	
4.1 General Obligations	The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer. During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under. A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.
4.2 Contractor's Representative	The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.
4.3 Subcontracting	The contractor shall not subcontract the Works.
4.4 Performance Security	As **stated in the SCC**, the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
5. Employer's Liabilities	
5.1 Employer's	In this Contract, Employer's Liabilities mean:

	Liabilities	a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country, b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works. d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract, e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure, h. any failure of the Employer, i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer, j. any delay or disruption caused by any Variation, k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement, l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.
6.	**Time for Completion**	
6.1	**Execution of the Works**	The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
6.2	**Programme**	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC
6.3	**Extension of Time**	The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities. The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date. On receipt of an application from the contractor, the Employer shall consider all supporting details provided by the contractor and shall extend the Time for Completion as appropriate.
6.4	**Liquidated Damages for Delay**	If the contractor fails to complete the Works within the Time for Completion, the contractor's liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.
7.	**Taking-Over**	

7.1 Completion	The contractor may notify the Employer when he considers that the Works are complete.
7.2 Taking-Over Notice	The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly. The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.
8. Remedying Defects	
8.1 Remedying Defects	The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.
8.2 Uncovering and Testing	The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 9.2.
9. Variations and Claims	
9.1 Right to Vary	The Employer may instruct Variations.
9.2 Valuation of Variations	Variations shall be valued as follows: a. where appropriate, at rates in the Contract, or b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or c. at appropriate new rates, as may be agreed or which the Employer considers appropriate.
9.4 Right to Claim	If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.
9.5 Variation and Claim Procedure	The contractor shall submit the Employer an itemised make-up of the value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.
10. Contract Price and Payment	
10.1 Valuation of the Works	The Contract Bill of Quantities and the approved Variation quantities shall be used to calculate the valuation of the works completed .The Contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities or rate



	agreed pursuant to clause 9.2 for varied works.
10.2 Payments Certificates	The Contractor shall submit to the Employer monthly statements of the estimated value of the works completed less the cumulative amount certified previously. The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor
10.3 Payments	The Employer shall pay to the contractor the amount certified less retention at the rate stated in the SCC within 30 days of the date of each certificate.
10.4 Payment of Retention	One half of the retention shall be repaid by the Employer to the contractor within 30 days upon expiry of Defects Liability Period and the Employer has certified that the notified defects have been corrected. The remainder of the retention shall be paid by the Employer to the contractor within 7 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns
10.5 Advance Payment	10.5.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in two equal installments 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 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. 10.5.2 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. 10.5.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
10.6 Local Taxation & Value Added Tax	a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal. b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.
11. Termination of Contract and Payment	11.1 The Employer may terminate the Contract at any time if the contractor; a. does not commence the work as per the Contract, b. abandons the work without completing, c. fails to achieve progress as per the Contract.

	11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. 11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following : (a) The Contractor uses the advance payment for matters other than the contractual obligations, (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (g) The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; (h) the Contractor does not maintain a Security, which is required; (i) 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 6.4** ; and (j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience. 11.6 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.
	11.7 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. 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. 11.8 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. 11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer. In such case, amount to complete the remaining works as per the Contract

	shall be recovered from the Contractor as Government dues.
12. Risk and Responsibility	
12.1 Contractor's Care of the Works	The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.
12.2 Force Majeure	If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment. If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice. After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a. any sums to which the contractor is entitled under Sub-Clause 9.4, b. the Cost of his suspension and demobilisation, c. any sums to which the Employer is entitled. The net balance due shall be paid or repaid within 30 days of the notice of termination.
13. Resolution of Disputes	
13.2 Amicable Settlement	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.
14.Conduct of Bidders	14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 14.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : h) give or propose improper inducement directly or indirectly, i) distortion or misrepresentation of facts j) engaging or being involved in corrupt or fraudulent practice k) interference in participation of other prospective bidders. l) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, m) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of

	open competitive bid price.. n) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
15. Blacklisting Bidder	15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, **e) other acts mentioned in the Bidding Data** 15.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
16. 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 VIII Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

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

Clause	Item
1.1.1	Documents forming the Contract listed in the order of priority (delete if not applicable) a. The Agreement b. Special Conditions of Contract c. General Conditions of Contract d. The Technical Specifications e. The Drawings f. The Bill of Quantities g. .....(if any)
1.1.12	The indented completion date for the works shall be :- ***90 days from date of agreement***
1.4	Law of Contract:- ***Aarthik Prasashan Biniyamabali 2068 NEA & Applicable Law of Nepal***
1.5	The language of the contract is ***ENGLISH/NEPALI***
2.1	The Site Possession Date(s) shall be:- ***On the commencement date***
3.1	Authorised personis :- ***Centre Chief***
3.2	Name and address of Employer's representative (if known):-.....
4.4	The Performance Security amount is:- i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
6.2	Time for the submission of programme:- ***[Within 7 days of the commencement date]***
6.4	Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement
8.1	Period for notifying defects is **365 days** calculated from the date stated in the notice under Sub-Clause 7.2.
10.5.1	The Advance Payments shall be: [Insert amount] and shall be paid in two equal installments and to the Contractor.[specify how and when the installments will be paid]
10.5.3	Deductions from Payment Certificates will commence in the first certificate in which the Value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of ***[Insert percentage]*** of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.

SECTION - IX
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.

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 Quotation dated ……..date ……..for execution of the……..name of the contract and identification number, as given in the 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 contact this office to sign the formal contract agreement within 7 days with Performance Security of ……..[specify the performance security amount computed as per ITB 22.2 and 25.1] consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this 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 Quotation by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs ……..[insert amount of contract price in words and figures including taxes] (hereinafter "the Contract Price").

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 of Contract;
   (e) the General Conditions of Contract;
   (f) Bills of Quantities (BOQ);
   (g) the Specification;
   (h) the Drawings;
   (i) the Activity Schedules; and
   (j).....[***Specify if there are 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 …….
for and on behalf the Contractor in the presence of

Witness, Name Signature, Address, Date

Signed by……..
for and on behalf of the Employer in the presence of

Witness, Name, Signature, Address, Date

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 ... ... ***[insert name of the Contractor]*** (hereinafter called "the Contractor") has been notified by you to sign the Contract No. ..... ***[insert reference number of the Contract]*** for the execution of ..... ***[insert 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... ..... . ***[insert name of the Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....***[insert name of the currency and amount in figures*] (..... insert amount in words)*** such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

.....
Seal of Bank and Signature(s)

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

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

** Insert the date thirty days after the 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 ……has entered into Contract No. ….. ***Name and Address of Employer***……***name of the Contractor***……(hereinafter called "the Contractor")..reference number of the Contract……dated …… with you, for the execution 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.
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".