

# NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)

**Distribution and Consumer Services Directorate**  
Nepalgunj Regional Office

**Kohalpur Distribution Center**  
Kohalpur-11, Banke



**SEALED QUOTATION No: KPRDCS2073/074-SQ4**

**SEALED QUOTATION DOCUMENT**  
**FOR**

" Installation/Erection of Distribution Transformer and LT line extension work at  
Kohalpur-10, Ramnagar Area"

Notice Published on: 2074/03/01, Thursday

Last date of Purchase: 2074/03/15, Thursday; Till 15:00

Date of Submission: 2072/03/16, Friday; Before 12:00 Hours

Date of Opening: 2072/03/16, Friday at 14:00 Hours

**Place of Submission & Opening: NEA, Kohalpur Distribution Center,**  
**Kohalpur, Banke**

**Aashad, 2074**

ISSUED TO: \_\_\_\_\_  
\_\_\_\_\_



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## 2 SECTION I : INVITATION FOR SEALED QUOTATION

Date of First publication: 2074/03/01 B.S. (15<sup>th</sup> June, 2017)

 <b>नेपाल विद्युत् प्राधिकरण</b> नेपालगन्ज क्षेत्रीय कार्यालय, नेपालगन्ज							
<b>सिलबन्दी दरभाउपत्र आह्वानको सूचना</b>							
प्रकाशित मिति:- २०७४/०३/०१ ने.वि.प्रा., नेपालगन्ज क्षेत्रीय कार्यालयअन्तर्गत कोहलपुर वितरण केन्द्रबाट निम्न उल्लेखित कार्यहरू गराउनु पर्ने भएकोले नेपाल सरकारबाट मान्यताप्राप्त इच्छुक फर्म तथा कम्पनीहरूबाट सिलबन्दी दरभाउपत्र आह्वान गरिन्छ ।							
कार्य विवरण	दरभाउपत्र नं.	दरभाउपत्रको अन्तिम विक्री मिति	दरभाउपत्रको अन्तिम दाखिला मिति र खोल्ने समय	दरभाउपत्रको मूल्य	बिडबण्ड बैक डिपोजिट र समय अवधि	दरभाउपत्र उपलब्ध हुने र दाखिला गर्ने स्थान	बैंकको नाम/खाता नं.
वनकट्टवा गा.वि.स. को विभिन्न बडाहरूमा लाईन विस्तार गर्ने कार्य ।	KPRDCS 2073/074-SQ1	२०७४/०३/१५ (कार्यालय समय भित्र)	२०७४/०३/१६ गते दिनको १२:०० बजेसम्म र दिनको २:०० बजे ।	५००१००	१६,०००।०० (७५ दिन)	कोहलपुर वितरण केन्द्र, ने.वि.प्रा. ।	बैंक अफ काठमाण्डू लिमिटेड, धरौटी खाता नं. ०१०५००००३५५
टिटिहरिया गा.वि.स. को विभिन्न बडाहरूमा लाईन विस्तार गर्ने कार्य ।	KPRDCS 2073/074-SQ2				१३,०००।०० (७५ दिन)		
चिसापानी गा.वि.स.को विभिन्न बडाहरूमा लाईन विस्तार गर्ने कार्य ।	KPRDCS 2073/074-SQ3				२५,०००।०० (७५ दिन)		
कोहलपुर न.पा.१० मा भोल्टेज सुधार गर्ने कार्य ।	KPRDCS 2073/074-SQ4				८,०००।०० (७५ दिन)		
कोहलपुर वितरण केन्द्र अन्तर्गतका विभिन्न स्थानहरूमा वितरण प्रणाली सुधार कार्य ।	KPRDCS 2073/074-SQ5				१८,०००।०० (७५ दिन)		

विस्तृत जानकारीका लागि कोहलपुर वितरण केन्द्रको सम्पर्क नं. ०८१-५४१३२० र ५४००३९ ।




### 3 SECTION II - Instructions to Bidders

<b>1. Scope of Works</b>	The Employer stated in the Invitation for Sealed Quotation invites bids for the " <b>Installation/Erection of Transformer and LT line extension work at Kohalpur-10, Ramnagar Area</b> " as detailed in attached specifications, drawings and the bill of quantities provided herein.
<b>2. Eligible Bidder</b>	This Invitation for Sealed Quotation is open to all registered contractors with qualifications as described below: <ul style="list-style-type: none"> <li>a) Up to date firm/company registration certificate</li> <li>b) VAT and PAN registration certificates</li> <li>c) Tax clearance certificate up to Fiscal year 2072/073.</li> <li>d) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business related offence.</li> <li>e) Power of Attorney</li> <li>f) Other documents as needed</li> </ul>
<b>3. One Bid per Bidder</b>	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.
<b>4. Cost of Bidding</b>	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.
<b>5. Site Visit</b>	The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.
<b>6. Content of Quotation Form</b>	The Quotation Form comprise the documents listed below: <ul style="list-style-type: none"> <li>Invitation for Sealed Quotations</li> <li>Instructions to Bidders</li> <li>Forms of Bid, Letter of Acceptance and Agreement</li> <li>General Conditions of Contract (GCC)</li> <li>Special Conditions of Contract (SCC)</li> <li>Special Instruction to Bidder for e-Bidding</li> <li>Technical Specification</li> <li>Drawings</li> <li>Bill of Quantities</li> <li>Sample Forms of Securities</li> </ul>




<b>7. Clarification</b>	A prospective Bidder may obtain clarification on the Quotation Form from the Employer.
<b>8. Language of Quotation</b>	All documents relating to the Sealed Quotation shall be in English or in Nepali.
<b>9. Documents Comprising Sealed Quotation</b>	The Sealed Quotation by the Bidder shall comprise the following: a. Sealed Quotation and Eligibility Information b. Quotation Security c. Priced Bill of Quantities
<b>10. Sealed Quotation Prices</b>	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.
<b>11. Quotation Validity</b>	The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation.
<b>12. Bid Security</b>	The Bidder shall furnish a Bid Security in Nepali Rupees for a value of <b>8,000.00 (Eight Thousand Only)</b> cash voucher deposited in Nepalgunj Distribution Center's 'Deposit Account Number '010500000355' " Bank of Kathmandu Ltd, Nepal or a Bank guarantee of at least 75 (Seventy Five) days from opening date of bid from any of the commercial bank approved by Nepal Rastra Bank in favour of NEA Nepalgunj Distribution Center.
<b>13. Format and Signing of Quotations</b>	The Sealed Quotation 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 initialled by the same authorized person.
<b>14. Sealing and Marking of Quotations</b>	The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Sealed Quotation and shall bear the name and identification number of the quotation.
<b>15. Deadline for Submission of Quotations</b>	Sealed Quotation shall be delivered to the Employer at the address no later than the time and date specified in the invitation for Sealed Quotation.
<b>16. Late Quotations</b>	Any Quotation received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.




<p><b>17. Modification and Withdrawal of Quotation</b></p>	<p>Sealed Quotation once submitted shall not be withdrawn or modified.</p>
<p><b>18. Quotation Opening</b></p>	<p>The Employer shall open the Sealed Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Sealed Quotation. But the absence of any or all Bidder or their authorized representative will not prevent the opening of the Sealed Quotations. The Employer shall prepare and provide minutes of the Sealed Quotation opening including the information disclosed to those present.</p>
<p><b>19. Process to be Confidential</b></p>	<p>Information relating to the examination, evaluation and comparison of Sealed Quotations 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 Sealed Quotation evaluation, Sealed Quotation comparison or contract award decisions may result in rejection of Bidder's Sealed Quotation.</p>
<p><b>20. Examination of Quotations</b></p>	<p>Prior to the detailed evaluation of Sealed Quotations, the Employer shall determine whether each bid</p> <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria defined in Clause 2;</li> <li>(b) has been properly signed;</li> <li>(c) is accompanied by the required securities; and</li> <li>(d) is substantially responsive to the requirements of the Bidding documents.</li> </ul>
<p><b>21. Evaluation and Comparison of Quotations</b></p>	<p>21.1 In evaluating the Sealed Quotations, the Employer shall determine for each Sealed Quotation the evaluated Sealed Quotation Price by adjusting any corrections for errors. Sealed Quotations shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> <li>a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and</li> <li>b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.</li> </ul> <p>21.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Quotation Security may be forfeited.</p>
<p><b>22. Award of Contract</b></p>	<p>22.1 The Employer shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Quotation Price within 15 days of the opening of the quotation, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p>




	<p>22.2 If the Quotation, which results in the lowest Evaluated Quotation 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 Sealed Quotation.</p>
<p><b>23. Employer's Right to Accept any Sealed Quotation and to Reject any or all Sealed Quotations</b></p>	<p>The Employer reserves the right to accept or reject any Sealed Quotation or to cancel the bidding process and reject all Sealed Quotations, 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.</p>
<p><b>24. Notification of Award and Signing of Agreement</b></p>	<p>24.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the Employer.</p> <p>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 25 and sign the Agreement.</p> <p>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 Quotation Security, upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<p><b>25. Performance Security</b></p>	<p>The successful Bidder shall deliver to the Employer a Performance Security in cash or Bank Guarantee acceptable to the Employer equivalent to 5 (Five) % of the Quotation amount.</p>
<p><b>26. Additional Securities</b></p>	<p>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, are too low for execution of the contract. 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.</p>




<p><b>27. Corrupt or Fraudulent Practices</b></p>	<p>The Employer shall reject a Quotation 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.</p>
<p><b>28. Conduct of Bidders</b></p>	<p>28.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GON's Procurement Act and Regulations.</p> <p>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 :</p> <ul style="list-style-type: none"> <li>a) give or propose improper inducement directly or indirectly,</li> <li>b) distortion or misrepresentation of facts</li> <li>c) engaging or being involved in corrupt or fraudulent practice</li> <li>d) Interference in participation of other prospective bidders.</li> <li>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,</li> <li>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 Quotation price..</li> <li>g) contacting the Employer with an intention to influence the Employer with regards to the Quotation or interference of any kind in examination and evaluation of the Sealed Quotations during the period after opening of Sealed Quotations up to the notification of award of contract</li> </ul>
<p><b>29. Blacklisting Bidder</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 28.2,</li> <li>b) if the bidder fails to sign an agreement pursuant to Sub - Clause 24.2,</li> <li>c) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract</li> <li>d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> <li>e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</li> <li>f) other acts mentioned in the Bidding Data</li> </ul>



	<p>29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to Sealed Quotation for a contract during the period of time determined by the PPMO.</p>
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**4 SECTION III- Sample Forms of Quotation, Eligibility Information, Letter of Acceptance and Agreement**

**Sealed Quotation**

To :

The Chief,  
 Kohalpur Distribution Centre,  
 Nepal Electricity Authority,  
 Kohalpur-11, Banke, Nepal  
 Ph. No. 081-541320

We have examined the documents listed in Instruction to Bidders, Clause 4 and offer to execute the Works in conformity with the Contract for the sum of .....  
 .....(in words) ..... (in figures)  
 or such other sum as may be ascertained under the contract.

This Quotation shall remain binding until 45 days from the date fixed for sealed quotation opening. This Sealed Quotation and your written acceptance of it shall constitute a binding contract between us.

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name : \_\_\_\_\_

Authorised to sign on behalf of (organisation name): \_\_\_\_\_

Designation: \_\_\_\_\_

Office Stamp of the Organisation: \_\_\_\_\_




## 4.1 Eligibility Information

### Eligibility Requirements:

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

- a. Constitution or legal status of Bidder: [attach copy]
- b. Up to date Registration Certificate: [attach copy]
- c. Pan Registration Certificate: [attach copy]
- d. Up to date Tax Returns/ Clearance: [attach copy]
- e. Power of Attorney: [attach copy]
- f. Place of registration: .....
- g. A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the bid; has no conflict of interest in the bid procurement proceedings and has not been punished for the profession or business related offence.
- h. Principal Place of business: .....





**NEPAL ELECTRICITY AUTHORITY**  
 (A Government of Nepal Undertaking)  
 Distribution and Consumer Services Directorate  
 Nepalgunj Regional Office  
**Kohalpur Distribution Centre**  
 Kohalpur, Banke

## 4.2 Letter of Acceptance

Date: \_\_\_\_\_

To: .....  
 .....

This is to notify you that your Sealed Quotation dated [date] for execution of the "Installation/Erection of Transformer and LT line extension work at Kohalpur-10, Ramnagar Area" for the Contract Price of [insert the amount in Nepalese Rupees in numbers and words] as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to contact our office NEA Kohalpur Distribution Centre, kohalpur to sign the formal agreement on [date] at [time]. As per the Instructions to Bidders you are also required to submit Performance Security, as specified in the Section X Sample Forms of Securities, consisting of a Bank Guarantee in an approved format or cash deposit voucher in favour of NEA Kohalpur Distribution Center's 'Deposit Account Number 010500000355 "Bank of Kathmandu Ltd., Nepalgunj, Banke, Nepal.

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

*Please convey our unconditional acceptance by signing on the original of this letter and submit the required Performance Security at the time of formal agreement.*

Authorized Signature: .....

Name: \_\_\_\_\_

Designation:



**Agreement**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ between Nepal Electricity Authority (NEA), Distribution and Consumer Services Directorate, Kohalpur Distribution Centre, Kohalpur, Banke, Nepal of the one part, hereinafter referred to as NEA and \_\_\_\_\_ hereinafter referred to as “the CONTRACTOR” of the other part:

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

Now this Agreement witnessed as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of: \_\_\_\_\_

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

Binding Signature of Employer \_\_\_\_\_  
Binding Signature of Contractor \_\_\_\_\_



## 5 SECTION IV - General Conditions of Contract (GCC)

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	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:
<b>The Contract</b>	<p>1.1.1 “<b>Contract</b>” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).</p> <p>1.1.2 “<b>Specification</b>” means the document as listed in the SCC, and any variation to such document.</p> <p>1.1.3 “<b>Drawings</b>” means the Employer’s drawings of the Works as listed in the SCC, and any variation to such drawings.</p> <p>1.1.4 “<b>Bill of Quantities</b>” means the priced and completed bill of quantities forming part of the Sealed Quotation.</p> <p>1.1.5 “<b>Bid or Quotation</b>” 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.</p> <p>1.1.6 “<b>Letter of Acceptance</b>” means the formal acceptance by the Employer of the Sealed Quotation.</p>
<b>Persons</b>	<p>1.1.7 “<b>Employer</b>” means Nepal Electricity Authority (NEA) <a href="#">Kohalpur Distribution Center, Kohalpur</a> and 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.</p> <p>1.1.8 “<b>Contractor</b>” 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.</p> <p>1.1.9 “<b>Party</b>” means either Employer or the contractor.</p>
<b>Date, Times and Periods</b>	1.1.10 “ <b>Commencement Date</b> ” means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.




	<p>1.1.11 "<b>Day</b>" means a calendar day.</p> <p>1.1.12 "<b>Time for Completion</b>" 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.</p>
<p><b>Money and Payments</b></p>	<p>1.1.13 "<b>Cost</b>" means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.</p> <p>1.1.14 "<b>Contract Price</b>" 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.</p> <p>1.1.15 "<b>Retention Money</b>" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3</p>
<p><b>Other Definitions</b></p>	<p>1.1.16 "<b>Contractor's Equipment</b>" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.17 "<b>Country</b>" means Nepal.</p> <p>1.1.18 "<b>Employer's Liabilities</b>" means those matters listed in Sub-Clause 5.1.</p> <p>1.1.19 "<b>Materials</b>" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.</p> <p>1.1.20 "<b>Plant</b>" means the machinery and apparatus intended to form or forming part of the Permanent Works.</p> <p>1.1.21 "<b>Site</b>" 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.</p> <p>1.1.22 "<b>Variation</b>" 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.</p> <p>1.1.23 "<b>Works</b>" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.</p>




	<p>1.1.24 “<b>Permanent Works</b>” means the permanent works to be executed (Including Plant) in accordance with the Contract.</p> <p>1.1.25 “<b>Temporary Works</b>” 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.</p> <p>1.1.26 “<b>Adjudication</b>” means the procedure to be adopted by the contractor and the Employer in solving the dispute if it is not solved amicably pursuant to Sub-Clause 13.1.</p>
<b>1.2 Interpretation</b>	Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.
<b>1.3 Priority of Documents</b>	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.
<b>1.4 Law</b>	The applicable law shall be Laws of Nepal.
<b>1.5 Communications</b>	<p>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.</p> <p>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.</p>
<b>1.6 Statutory Obligations</b>	The contractor shall comply with the laws of the countries where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
<b>2. The Employer</b>	
<b>2.1 Provision of Site</b>	The Employer shall provide the Site and right of access thereto at the times stated in the SCC.
<b>2.2 Permits and</b>	The Employer shall, if requested by the contractor, assist him in



<b>Licenses</b>	applying for permits, licenses or approvals which are required for the Works.
<b>2.3 Employer's Instructions</b>	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.
<b>2.4 Approvals</b>	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
<b>3. Employer's Representatives</b>	
<b>3.1 Authorized Person</b>	One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
<b>3.2 Employer's Representative</b>	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.
<b>4. The Contractor</b>	
<b>4.1 General Obligations</b>	<p>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.</p> <p>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.</p> <p>A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.</p>
<b>4.2 Contractor's Representative</b>	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.
<b>4.3 Subcontracting</b>	The contractor shall not subcontract the whole of the Works. The contractor shall not subcontract any part of the Works without the consent of the Employer.
<b>4.4 Performance Security</b>	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 Liabilities

In this Contract, Employer's Liabilities mean:

- a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works.
- d. 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.



<b>6.2 Programme</b>	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC.
<b>6.3 Extension of Time</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>6.4 Liquidated Damages for Delay</b>	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.
<b>7. Taking-Over</b>	
<b>7.1 Completion</b>	The contractor may notify the Employer when he considers that the Works are complete.
<b>7.2 Taking-Over Notice</b>	<p>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.</p> <p>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.</p>
<b>8. Remedying Defects</b>	
<b>8.1 Remedying Defects</b>	<p>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.</p> <p>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.</p>
<b>8.2 Uncovering and Testing</b>	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.
<b>9. Variations and Claims</b>	
<b>9.1 Right to Vary</b>	The Employer may instruct Variations.
<b>9.2 Valuation of Variations</b>	Variations shall be valued as follows: <ul style="list-style-type: none"> <li>a. where appropriate, at rates in the Contract, or</li> <li>b. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or</li> <li>c. at appropriate new rates, as may be agreed or which the Employer considers appropriate.</li> </ul>
<b>9.4 Right to Claim</b>	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.
<b>9.5 Variation and Claim Procedure</b>	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.
<b>10. Contract Price and Payment</b>	
<b>10.1 Valuation of the Works</b>	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.
<b>10.2 Payments Certificates</b>	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
<b>10.3 Payments</b>	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.




<b>10.4 Payment of Retention</b>	<p>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.</p> <p>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</p>
<b>10.5 Advance Payment</b>	No provision for advance payment.
<b>10.6 Local Taxation &amp; Value Added Tax</b>	<p>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.</p> <p>b. The Contract is not exempted from value added tax. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p>
<b>11. Termination of Contract</b>	
<b>11.1 Default by Contractor</b>	<p>If the contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.</p> <p>If the contractor has not taken all practicable steps to remedy the default within 15 days after the contractor's receipt of the Employer's notice, the Employer may, by a second notice given within a further 22 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any contractor's Equipment which the Employer instructs in the second notice to be used until the completion of the Works.</p>
<b>11.2 Default by Employer</b>	<p>If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the contractor may suspend the execution of all or parts of the Works.</p> <p>If the default is not remedied within 30 days after the Employer's receipt of the contractor's notice, the contractor may, by a second notice given within a further 22 days, terminate the Contract. The contractor shall then demobilize from the Site.</p>
<b>11.3 Insolvency</b>	If a Party is declared insolvent under any applicable law, the other




	<p>Party may by notice terminate the Contract immediately. The contractor shall then demobilize from the Site leaving behind, in the case of the contractor's insolvency; any contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.</p>
<b>11.4 Termination by Convenience</b>	<p>Notwithstanding the above, the Employer shall be entitled to terminate the Contract in public interest, at any time at the Employer's convenience, by giving notice of such termination to the contractor.</p>
<b>11.5 Payment upon Termination</b>	<p>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:</p> <ol style="list-style-type: none"> <li>a. any sums to which the contractor is entitled under Sub-Clause 9.4,</li> <li>b. any sums to which the Employer is entitled,</li> <li>c. if the Employer has terminated under Sub-Clause 11.1 or 11.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,</li> <li>d. if the contractor has terminated under Sub-Clause 11.2 or 11.4, the contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination</li> </ol> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
<b>12. Risk and Responsibility</b>	
<b>12.1 Contractor's Care of the Works</b>	<p>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.</p>
<b>12.2 Force Majeure</b>	<p>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.</p> <p>If the event continues for a period of 90 days, either Party may</p>




	<p>then give notice of termination which shall take effect 30 days after the giving of the notice.</p> <p>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:</p> <ol style="list-style-type: none"> <li>a. any sums to which the contractor is entitled under Sub-Clause 9.4,</li> <li>b. the Cost of his suspension and demobilisation,</li> <li>c. any sums to which the Employer is entitled.</li> </ol> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
<p><b>13. Resolution of Disputes</b></p>	
<p><b>13.1 Adjudication</b></p>	<p>If any dispute shall arises out of or in connection with the Contract, including any valuation or other decision of the Employer, then the parties shall attempt to settle such dispute amicably. However if the dispute is not settled amicably then the dispute shall be referred to the Adjudicator. The adjudicator shall be any person agreed by the Parties. In case of disagreement the Employer shall request Nepal Council of Arbitration (NEPCA) for appointment of the Adjudicator.</p>
<p><b>13.2 Amicable Settlement</b></p>	<p>If either Party is dissatisfied with the decision of the adjudicator attempt shall be made to resolve the dispute amicably.</p>
<p><b>14. Conduct of Bidders</b></p>	<p>14.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>14.2 The Bidder shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> <li>h) give or propose improper inducement directly or indirectly,</li> <li>i) distortion or misrepresentation of facts</li> <li>j) engaging or being involved in corrupt or fraudulent practice</li> <li>k) interference in participation of other prospective bidders.</li> <li>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,</li> </ol>




	<p>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..</p> <p>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</p>
<p><b>15. Blacklisting Bidder</b></p>	<p>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:</p> <p>g) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2,</p> <p>h) if the bidder fails to sign an agreement pursuant to Instruction to Bidders Sub - Clause 24.2,</p> <p>i) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,</p> <p>j) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</p> <p>k) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</p> <p>l) other acts mentioned in the Bidding Data</p> <p>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.</p>




## 6 SECTION V - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

Item	Clause	Data
Documents forming the Contract listed in the order of priority	1.1.1	
<b>Document</b> 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. Special Instruction to Bidder for e-Bidding		Document Identification
Time for Completion	1.1.12	45 (Forty five) days from Bid opening date
Law of Contract	1.4	Applicable Law of Nepal
Language	1.5	English or Nepali
Provision of Site	2.1	On the commencement date
Authorised person	3.1	Distribution Centre Chief
Name and address of Employer's representative	3.2	Kohalpur Distribution Centre, Nepal Electricity Authority (NEA), Kohalpur, Banke, Nepal Ph. No. 081-541320
Performance security (if any): Amount: Form:	4.4	5(Five) % of the contract price Security format Attached in section X
Time for the submission of programme	6.2	Within 7(seven) days of the commencement date
Liquidated Damages for Delay	6.4	0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement
Period for notifying defects	8.1	365 days calculated from the date stated in the notice under Sub-Clause 8.1.
Percentage of retention	10.3	5% of each payment made to the Contractor
Advance Payment	10.5	No Provision for advance payment



## 7 SECTION VI - Special Instruction to Bidders for e-Bidding

**Bidders may submit their bids electronically as per specific procedures and requirements as specified in the Instructions to Bidders (ITB).**

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

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### **Bid preparation**

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

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

- i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
  - a) Bill of Quantity (BOQ) with rate, amount
  - b) Forms of Bid, Qualification Information
- iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename shown in the table below.



**Single Envelop document set (As guided by PPMO)**

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

**Two Envelop document Set ( As guided by PPMO)**

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

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

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

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

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




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

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

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

However, for electronically submitted bid in PDF files, the bidder shall be required to submit documents/clarifications as specified in ITB Clause.

**The deadline for e-submission of bids shall be;**

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

**Provision for Substitution or Modification or Withdrawal of Bid**

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

**In case of e-submitted bid;**

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

**Bid opening for e-submitted bid;**

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

In case of "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITHDRAWAL" or



"MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITHDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

### **Clarification of Bid**

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

### **Examination of e-submitted Bids and Determination of Responsiveness**

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

### **Evaluation and Comparison of e-submitted Bids**

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

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

#### **1. Prepare the paper bid document**

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

#### **2. Prepare the Electronic bid files in pdf format**

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

#### **3. Electronic bid submission**




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

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## 8 SECTION VII - Technical Specification

### 1. TECHNICAL SPECIFICATION OF WORKS

#### A. Erection of PSC pole/Steel Tubular pole/wooden pole:

- i. Transportation of poles from site store to construction place.
- ii. A minimum of 1.5 meter depth hole for 9 meter Poles and 1.8m depth hole for 11 meter poles shall be dug for erection of the pole. After erection, proper ramming shall be done around the pole.
- iii. The pole should be straight (perpendicular to the ground.)

#### B. Erection of stay set and wire:

- i. Stay plate shall be at the depth of 6 feet.
- ii. Stay insulator shall be put in stay wire at least 12 feet above ground level.
- iii. Stay wire shall be in tension.

#### C. Stringing of ACSR conductors 0.1/ 0.05/0.03 Sq. inch and HT/LT ABC cable:

- i. The conductors shall be in tension after stringing.
- ii. Stringing of conductor includes fittings of channel, Bracket, pin insulator, disc insulator, Anchor clamps, Suspension Clamps or D-iron shackle, dead end points, jumpering shall be used as required.
- iii. Double disk insulator has to be installed in certain points of Network.
- iv. The size of conductors to string in particular poles shall be as directed by NEA.




v. ABC cable should be tensioned with tension clamp.

**D. 11/0.4 kV Distribution Transformer installation works:**

- i. Fitting of transformer tower set, D.O./L.A./Base channels, I- Bracket etc
- ii. 3 sets of Earthing installation at separate places.
- iii. Earthing connection with transformer neutral, body and lightning.
- iv. Lightning arrestor and D/O fuse set installation.
- v. Jumpering with suitable clamps.
- vi. 11/0.4 kV Distribution Transformer installation with fitting nut bolt and base.
- vii. MCCB box and MCCB should be fitted with suitable method.
- viii. LT cable installation and jumpering with suitable clamp.

**E. Dismantling of existing lines :**

- i. Dismantle of all above mentioned (A to E) structures.
- ii. Those old lines should be dismantled with proper care and the materials should be submitted to the store Kohalpur Distribution Centre.

**F. Shifting of consumers:**

After charging new lines, all consumers from old lines should be shifted to new lines.

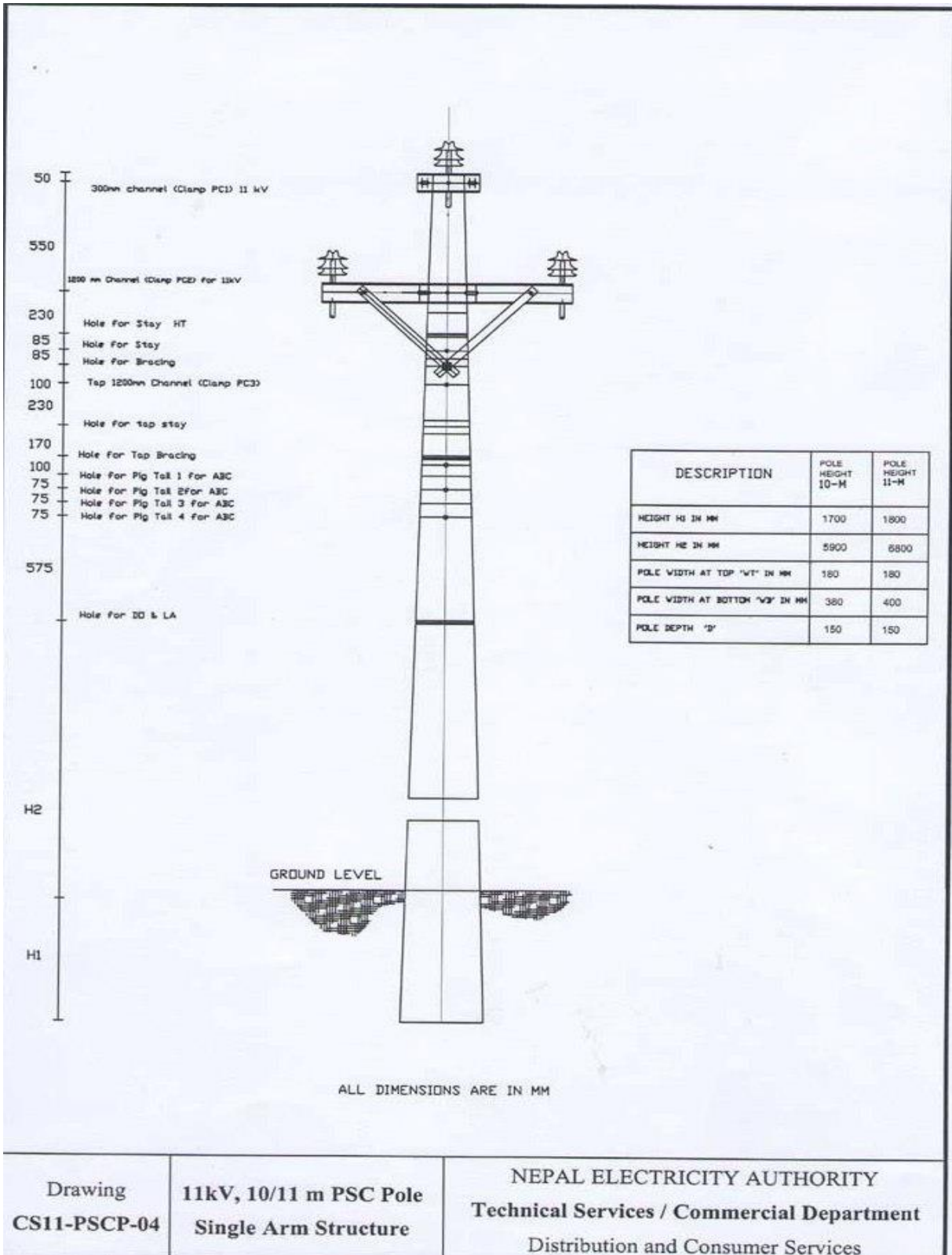
**G.** Final completion report should be submitted with the site Incharge's verification.

2. Other works as directed by site incharge /Employer.



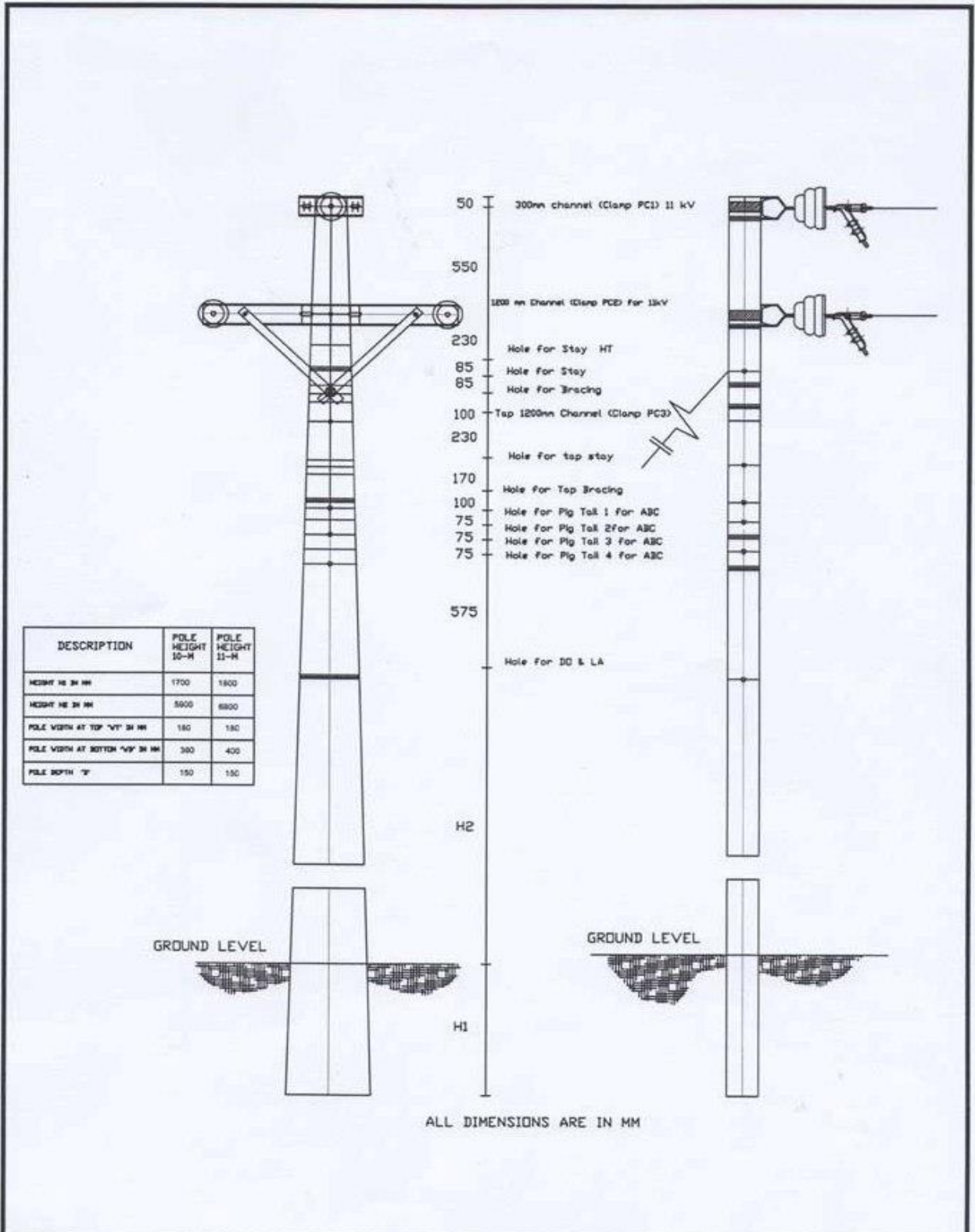
## SECTION VIII- DRAWINGS





<p>Drawing CS11-PSCP-04</p>	<p>11kV, 10/11 m PSC Pole Single Arm Structure</p>	<p>NEPAL ELECTRICITY AUTHORITY Technical Services / Commercial Department Distribution and Consumer Services</p>
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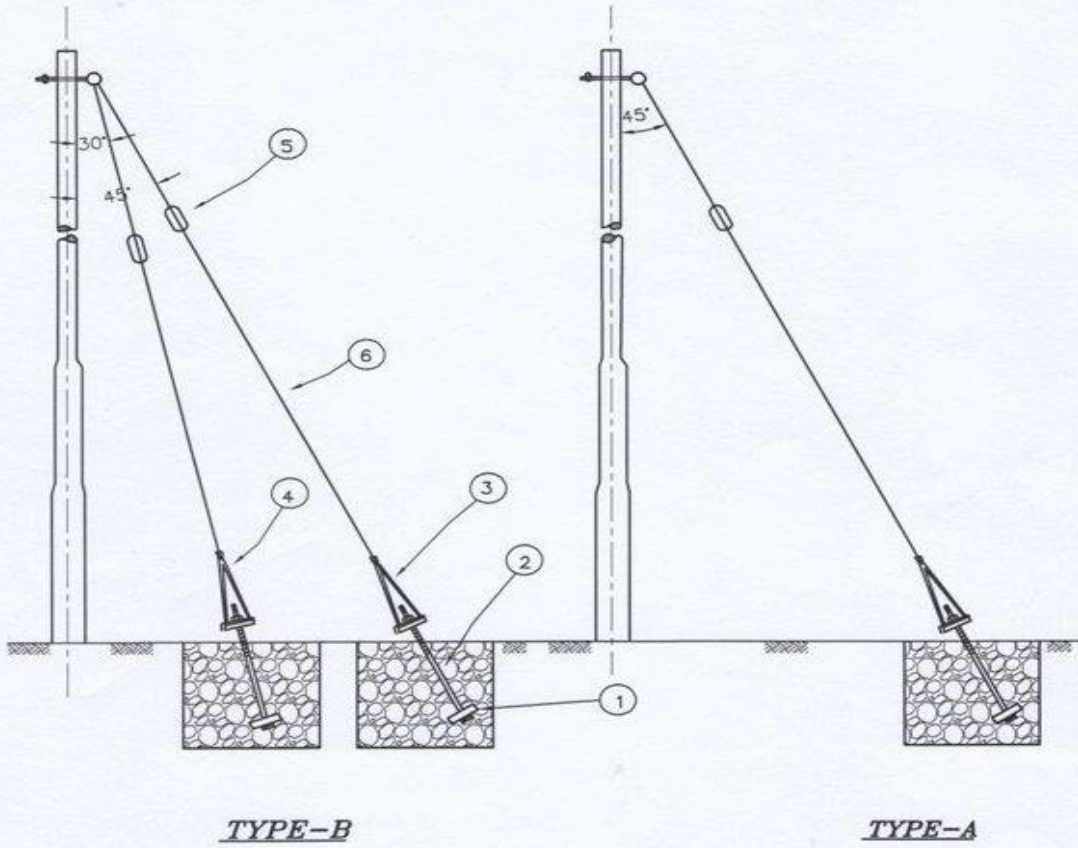




<p>Drawing CS11-PSCP-07</p>	<p>11 kV, 10/11 m PSC Pole Dead End Structure</p>	<p>NEPAL ELECTRICITY AUTHORITY Technical Services / Commercial Department Distribution and Consumer Services</p>
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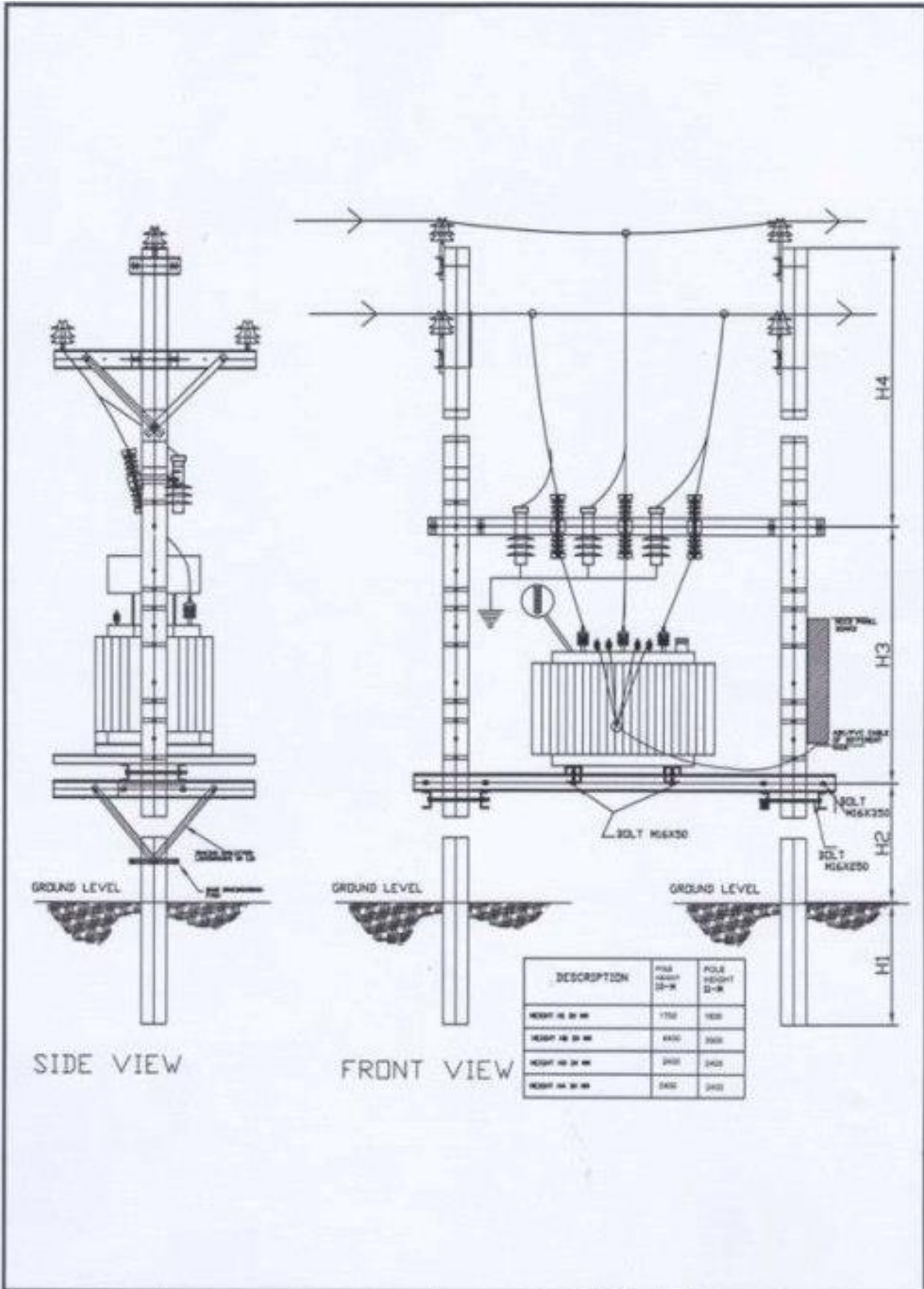


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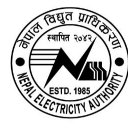


<p>ISSUED Ashad 2050 REVISION (21)</p>	<p>STAY SET</p>	<p>TECHNICAL SERVICES DEPARTMENT DCS/NEA</p>
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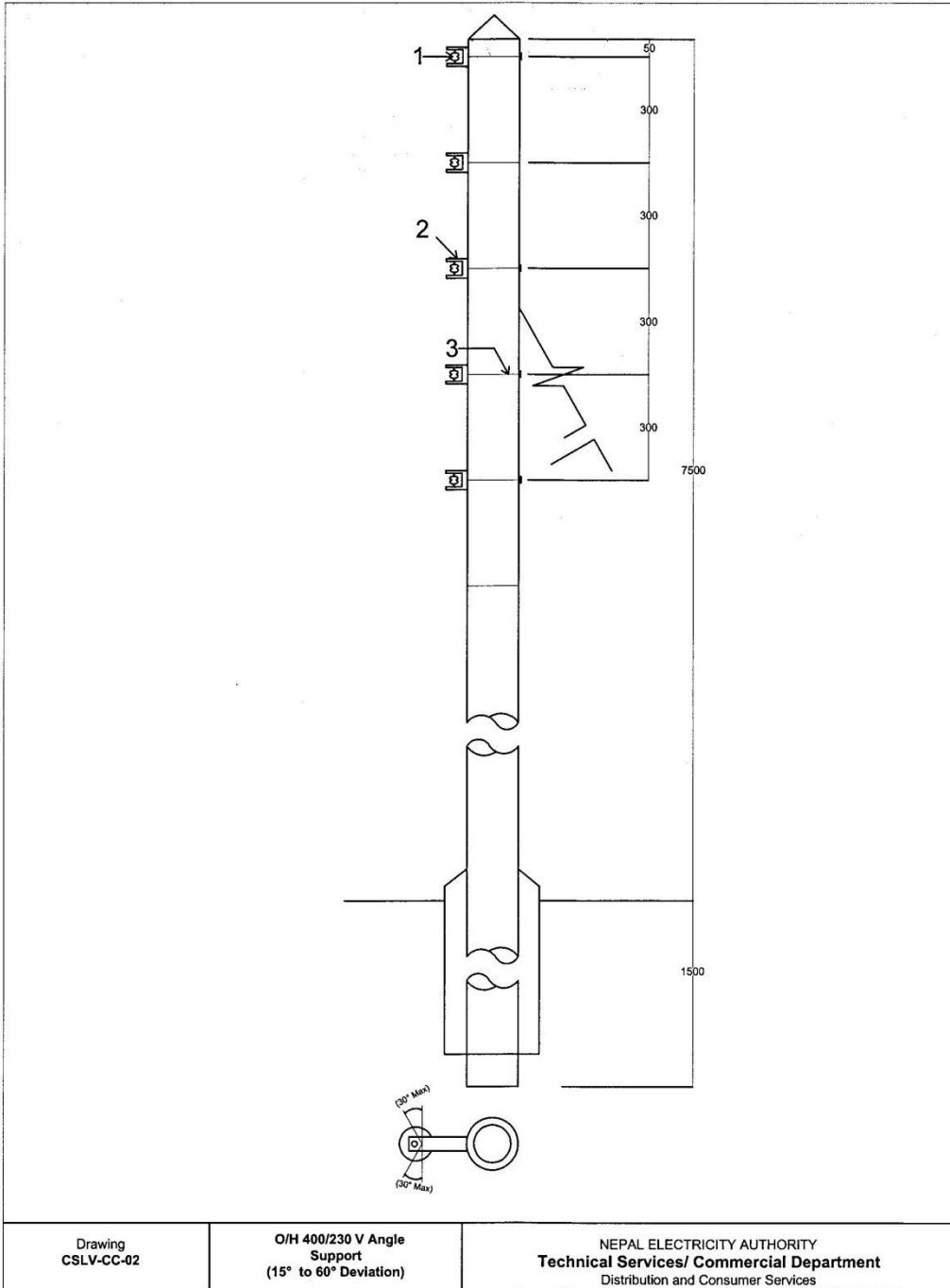




<p>Drawing CS11-TRN-03</p>	<p>10/11 m PSC Pole 11/0.4 kV Intermediate Transformer Structure</p>	<p>NEPAL ELECTRICITY AUTHORITY Technical Services / Commercial Department Distribution and Consumer Services</p>
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## 9 SECTION IX- Bill of Quantities (Price Schedule)

### Labour Cost to be filled by the Bidder

S.N.	Particulars	unit	Qty	Unit rate (Rs)	Unit rate in words	Total amount(Rs)	Remarks
1	11 mtr. PSC Pole erection work	Nos.	2				
2	8/9 mtr. PSC Pole dismantling work	Nos.	27				
3	0.03 sq.inch ACSR Conductor stringing work(LT)	Mtr.	5940				
4	0.03 sq.inch ACSR Conductor Re-mentioning work(LT)	Mtr.	1260				
5	100KVATransformer installation	Nos.	1				
6	Consumer service Cable connection work	Nos.	50				
7	Stay set installation work	Set	12				
	Total amount						
	VAT @13%						
	Total amount with VAT						

Total Quoted Price With VAT (in figures) .....

Total Quoted Price With VAT (in words) .....

Authorized Signature

Authorized Seal

Date



## 10 Section X. Forms of Securities

### Bid Security (Bank Guarantee)

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

**Beneficiary:** NEA Kohalpur Distribution Centre, Kohalpur, Banke

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

Whereas, [*name of Bidder*] (hereinafter called "the Bidder") has submitted his Quotation (bid) dated 2074/./.. B.S. (... June., 2017) for the Installation/Erection of Transformer and LT line extension work at Kohalpur-10, Ramnagar Area (hereinafter called "the bid").

Know all people by these presents that We [*name of Bank*] of *Nepal* having our registered office at [*address*] (hereinafter called "the Bank") are bound unto Nepal Electricity Authority (NEA), Distribution and Consumer Services Directorate, Kohalpur Distribution Centre, Kohalpur, Banke, Nepal (hereinafter called "the Employer") in the sum of (*Amount of the Guarantee in Words and Figures*), for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

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

The conditions of this obligation are:

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

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

This Guarantee will remain in force up to and including the date 75 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]



## Performance Bank Guarantee

To :

The Chief,  
Kohalpur Distribution Centre,  
Nepal Electricity Authority,  
Kohalpur, Banke, Nepal  
Ph. No. 081-541320

Whereas *[name and address of contractor]* (hereinafter called “the contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute " **Installation/Erection of Transformer and LT line extension work at Kohalpur-10, Ramnagar Area** *[and brief description of Works]* (hereinafter called “the Contract”);

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

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

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

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

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

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

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

<sup>3</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in Nepalese Rupees.

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