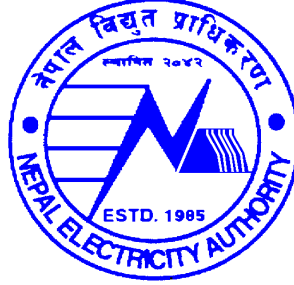


NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)

Distribution and Consumer Services Directorate

Janakpur Distribution Centre



NATIONAL COMPETITIVE BIDDING (NCB)

Tender No : JDC/SR 2073/74-02

BIDDING DOCUMENT

FOR

**REHABILITATION & UPGRADING OF HT/LT LINE & REPLACEMENT OF
ACSR LT CONDUCTOR BY ABC CABLE**

JUNE, 2017

Nepal Electricity Authority
Distribution and Consumer Services Directorate
Janakpur Regional Office
Janakpur Distribution Center
Janakpurdham
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Abbreviations

BD.....	Bidding Document
BDF.....	Bidding Forms
BDS.....	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP	Development Partners
DoLIDAR	Department of Local Infrastructure Development and Agricultural Roads
ELI	Eligibility
EQC.....	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC.....	General Conditions of Contract
GoN.....	Government of Nepal
ICC.....	International Chamber of Commerce
ITB.....	Instructions to Bidders
JV	Joint Venture
LIT	Litigation
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
PL.....	Profit & Loss
SBD.....	Standard Bidding Document
SCC	Special Conditions of Contract
TS.....	Technical Specifications
VAT	Value Added Tax
WRQ	Works Requirements
NA.....	Not Applicable
JDC.....	Janakpur Distribution Center



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Invitation for Bids

(First date of Publication: 2074/02/27)

1. Nepal Electricity Authority (NEA), Distribution and Consumer Services Directorate, Janakpur Distribution Centre invites wax sealed bids from registered manufacturer, construction company or their authorized representatives for:

Tender No:	Description of Works	Cost of Bidding Document (NRs)	Last Date of Purchase	Last Date and Time of Submission	Date and Time of Opening	Deposit Bank Name & A/C No.	Bid Bond Period & amount	Estimate in NRs. (Including VAT)	Place of Bid Purchasing, Submission, Opening & Inquiry
JDC / SR 2073/074-02 E-bidding	Rehabilitation & Upgrading of HT/LT Line & Replacement of ACSR LT Conductor with ABC cable	5000.00	2074-03-25	2074-03-26 upto 12:00	2074-03-26 At 14:00	Deposit A/C No. 1606101/001-012-524 Nepal Rastra Bank, Janakpur	120 days NRs. 1,65,000.00	-	NEA Janakpur Distribution Centre, Janakpur
JDC / RE 2073/074-03 Sealed Quotation	Supply & Delivery of Line Materials	500.00	2074-03-11	2074-03-12 upto 12:00	2074-03-12 At 14:00	Deposit A/C No. 1606101/001-012-524 Nepal Rastra Bank, Janakpur	75 days NRs. 17,500.00	NRs 6,89,800.00	NEA Janakpur Distribution Centre, Janakpur

2. Interested eligible bidders may obtain information pertaining to e-bidding from e-procurement section of NEA website i.e., <http://eproc.nea.org.np>. for the purpose of the bidders who choose to submit their bid electronically through e-procurement section of NEA's website <http://www.e-nea.org.np> the bidders may either purchase the hard copy of bidding documents or may choose to download the necessary parts of the bidding documents, prepare their bid and submit their electronic bids as specified in the ITB. In case the bidder chooses to submit the bid electronically, the bidder shall be required to deposit the non refundable fee as specified above and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.

3. A complete set of Bidding documents may be purchased during office hours on all working days by eligible bidders from the date of publication onwards upon submission of written application to the concerned address given above accompanied by a bank voucher of the amount (non-refundable) specified in the above table towards the cost of the Bid document.

4. The bidders must produce a notarized copy of the valid firm registration certificates, VAT and PAN registration; TAX clearance certificate (F.Y 2072/73), Local agents/bidders intending to purchase the bid documents on behalf of their principals must produce the authorization from their principals.

5. Bid must be delivered in accordance with the Instruction to Bidders at the office specified in the above table at or before 12:00 hours (local time) on the dates specified. The Bid shall be opened at the place specified above in the presence (or without presence) of the authorized representatives of the bidders who choose to be present. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered as the last day.

6. NEA shall not be responsible for any cost or expenses incurred by the bidders in connection with the preparation or submission of bids.

7. The NEA reserves the right to accept or reject any bids, partly or wholly, or cancel the bid altogether, without assigning any reason whatsoever.

8. The Eligible Bidder may visit the site of the works and acquire all necessary information for preparing the bid and entering into participate for construction of the works.

9. Eligible bidders may obtain further information and inspect the bidding documents at the concerned office specified in the above table.



Nepal Electricity Authority
Distribution and Consumer Services Directorate,
Janakpur Regional Office, Mujelia, Janakpur
Janakpur Distribution Centre, Janakpur
Phone: +977 (041) 521614, 527582, 527581



INSTRUCTION TO BIDDERS

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SECTION - I Instructions to Bidders

A. General

<p>1. Scope of Bid</p>	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) “day” means calendar day.
<p>2. Source of Funds</p>	<p>2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p style="text-align: center;">Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) indicated in the BDS toward the cost of the project named in the BDS. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p> <p>2.3 Public Entities' own Resource Funded.</p> <div style="text-align: right; margin-top: 20px;"> </div>



<p>3. Fraud and Corruption</p>	<p>The Government of Nepal (GoN) requires that the Procuring Entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer;</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.(v) “obstructive practice” means:<ul style="list-style-type: none">(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below. <p>(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/ DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices</p>
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SECTION I, INSTRUCTION TO BIDDERS

in competing for, or in executing, a GoN/DP-financed contract.

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

- (a) give or propose improper inducement directly or indirectly,
- (b) distortion or misrepresentation of facts,
- (c) engaging in corrupt or fraudulent practice or involving in such act,
- (d) interference in participation of other competing bidders,
- (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
- (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,
- (g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:

- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

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

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



SECTION I, INSTRUCTION TO BIDDERS

	<p>3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.</p> <ul style="list-style-type: none">(a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.
<p>4. Eligible Bidders</p>	<p>4.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:</p> <ul style="list-style-type: none">(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be three as specified in the BDS. The qualification requirement of the parties to the JV shall be as specified in Section III Evaluation and Qualification Criteria, and(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution. <p>4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub Contractors or suppliers for any part of the Contract including related services.</p> <p>4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none">(a) they have controlling partners in common; or(b) they receive or have received any direct or indirect subsidy from any of them; or



	<ul style="list-style-type: none">(c) they have the same legal representative for purposes of this bid; or(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or(g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract. <p>4.4 A firm that is under a declaration of ineligibility by the GoN/ DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p> <p>4.8 Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none">(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.(b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
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	<p>(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.</p> <p>4.9 The Domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) Registration Certificate(s) and Tax Clearance Certificate from the Inland Revenue Office or proof of submission of audited PL report to the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement shall only be eligible.</p>
<p>5. Eligible Materials, Equipment and Services</p>	<p>5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p> <p>5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
B. Contents of Bidding Document	
<p>6. Sections of Bidding Document</p>	<p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART I Bidding Procedures</p> <ul style="list-style-type: none">Section I Instructions to Bidders (ITB)Section II Bid Data Sheet (BDS)Section II Evaluation and Qualification Criteria (EQC)Section IV Bidding Forms (BDF) <p>PART II Requirements</p> <ul style="list-style-type: none">Section V Works Requirements (WRQ)Section VI Bill of Quantities (BOQ)



SECTION I, INSTRUCTION TO BIDDERS

	<p>PART III Conditions of Contract and Contract Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms (COF)</p> <p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p> <p>6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
<p>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in ITB 7.5 or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received as mentioned in BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p>



	<p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p> <p>7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p> <p>7.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>8. Amendment of Bidding Document</p>	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2</p>
C. Preparation of Bids	
<p>9. Cost of Bidding</p>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<p>10. Language of Bid</p>	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting</p>



	<p>documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<p>11. Documents Comprising the Bid</p>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none">(a) Letter of Bid;(b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;(c) Bid Security, in accordance with ITB 19;(d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;(f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract;(g) Technical Proposal in accordance with ITB 16;(h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and(i) Any other document required in the BDS.
<p>12. Letter of Bid and Schedules</p>	<p>12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<p>13. Alternative Bids</p>	<p>13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> <p>13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the</p>



	<p>lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.</p> <p>13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section V (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).</p>
<p>14. Bid Prices and Discounts</p>	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all Contracts are submitted and opened at the same time.</p> <p>14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.</p>



SECTION I, INSTRUCTION TO BIDDERS

	<p>14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract.</p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date mentioned in BDS prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p>
15. Currency of Bid and Payment	<p>15.1 The currency of the bid and payment shall be in Nepalese Rupees.</p>
16. Documents Comprising the Technical Proposal	<p>16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p>
17. Documents Establishing the Qualifications of the Bidder	<p>17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).</p>
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
19. Bid Security	<p>19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.</p>



SECTION I, INSTRUCTION TO BIDDERS

	<p>19.2 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none">(a) original copy of an unconditional bank guarantee from "A" class commercial bank or;(b) original copy of cash deposit voucher in the Employer's Account as specified in BDS. <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another substantially similar format approved by the employer prior to bid submission. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>19.4 Any bid not accompanied by an enforceable and substantially compliant bid security, if required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.</p> <p>19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1.</p> <p>19.6 The bid security may be forfeited:</p> <ul style="list-style-type: none">(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2 or(b) if the successful Bidder fails to:<ul style="list-style-type: none">(i) sign the Contract in accordance with ITB 39.1; or(ii) furnish a performance security in accordance with ITB 38.1. <p>19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition,</p>



	<p>the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>
D. Submission and Opening of Bids	
21. Sealing and Marking of Bids	<p>21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <ul style="list-style-type: none">(a) Bidders submitting bids by mail, by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS. <p>21.2 The inner and outer envelopes shall: bear the name and address of the Bidder;</p> <ul style="list-style-type: none">(a) be addressed to the Employer as provided in BDS 22.1;(b) bear the specific identification of this bidding process indicated in BDS 1.1; and(c) bear a warning not to open before the time and date for bid opening. <p>21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>



SECTION I, INSTRUCTION TO BIDDERS

22. Deadline for Submission of Bids	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
23. Late Bids	<p>23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
24. Withdrawal, and Modification of Bids	<p>24.1 A Bidder may withdraw, or modify its bid after it has been submitted by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none">(a) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22. <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.</p> <p>24.3 No bid may be withdrawn, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>
25. Bid Opening	<p>25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.</p> <p>25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out. and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be</p>





	<p>permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p> <p>25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation.</p> <p>No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.</p> <p>The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
E. Evaluation and Comparison of Bids	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>



<p>27. Clarification of Bids</p>	<p>27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p>
<p>28. Deviations, Reservations, and Omissions</p>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none">(a) "Deviation" is a departure from the requirements specified in the Bidding Document;(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
<p>29. Determination of Responsiveness</p>	<p>29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.</p> <p>29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none">(a) if accepted, would:<ul style="list-style-type: none">(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. <p>29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section V (Works Requirements) have been met without any material deviation, reservation or omission.</p>



	<p>29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>30. Nonconformities, Errors, and Omissions</p>	<p>30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid.</p> <p>30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).</p> <p>30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.</p> <p>30.5 If the value of such non-conformities is found more than fifteen percent the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.</p>
<p>31. Correction of Arithmetical Errors</p>	<p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none">(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



<p>32. Evaluation of Bids</p>	<p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p> <p>32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>32.2 To evaluate a bid, the Employer shall consider the following:</p> <ul style="list-style-type: none">(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, and Value Added Tax for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively;(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;(c) price adjustment due to discounts offered in accordance with ITB 14.4;(d) adjustment for nonconformities in accordance with ITB 30.3;(e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria); <p>32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>32.5 If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of</p>
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	<p>estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>
33. Comparison of Bids	<p>33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.</p>
34. Qualification of the Bidder	<p>34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	<p>35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>
F. Award of Contract	
36. Award Criteria	<p>36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
37. Letter of Intent to Award the Contract/ Notification of Award	<p>37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p>



	<p>37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.</p>
<p>38. Performance Security</p>	<p>38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 37.</p>
<p>39. Signing of Contract</p>	<p>39.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 38.1.</p> <p>39.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Development Committee, District Administration Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.</p> <p>39.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer</p>



	<p>shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing within 30 days of publication of the contract award.</p>
<p>40. Complain and Review</p>	<p>40.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 37.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>40.2 Late application filed after the deadline pursuant to ITB 40.1 shall not be processed.</p> <p>40.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 40.1:</p> <p>(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or</p> <p>(b) to reject the application.</p> <p>The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in BDS.</p> <p>40.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 40.3, or the decision by the Employer is not given within five (5) days of receipt of application pursuant to ITB 40.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is more than Rupees Twenty Million (Rs. 20,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.</p> <p>40.5 Late application filed after the deadline pursuant to ITB 40.4 shall not be processed.</p> <p>40.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 40.4, the Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 40.3.</p> <p>40.7 Within three (3) days of receipt of the notification pursuant to ITB 40.6, the Public Entity shall furnish the copy of the related documents to the Review Committee.</p>



	<p>40.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 40.4.</p> <p>40.9 The Bidder, filing application pursuant to ITB 40.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to zero point five percent (0.5%) amount of its quoted Bid amount with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 40.4.</p> <p>40.10 If the claim made by the Bidder pursuant to ITB 40.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 40.9, within seven (7) days of such decision made.</p>
41. Provisions of PPA and PPR	<p>41.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR prevail.</p>



SECTION - II

Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : JDC/SR 2073/074-02
ITB 1.1	The Employer is: Nepal Electricity Authority
ITB 1.1	The number and identification of lots comprising this bidding process is: Rehabilitation & Upgrading of HT/LT Line & Replacement of ACSR LT Conductor by ABC Cable as per specifications and Bill of Quantities/Price Schedules Bid identification Number: JDC/SR 2073/074-02
ITB 4.1 (a)	Maximum number of member of JV shall be three.
ITB 4.2	Eligible countries: National
ITB 4.9	NA
B. Bidding Document	
ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: <i>Attention: Site Engineer</i> Nepal Electricity Authority Distribution and Consumer Services Directorate Janakpur Regional Office Janakpur Distribution Center Janakpur Phone: +977(041)521614 Fax: +977(041)527582
ITB 7.4	A Pre-Bid meeting shall not be held. A site visit shall not be organized by the Employer.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English / Nepali
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts: N/A
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: N/A



Section II, BID DATA SHEET

ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITB 14.6	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.7	The date for all duties, taxes, and other levies payable by the Contractor under the contract or for any other cause, as of the date 30 days prior to the deadline for submission of bids
ITB 18.1	The bid validity period shall be: 120 days
ITB 19.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of NRs.1, 65,000.00 which shall be valid for 30 days beyond the validity period of the bid.
ITB 19.2 (b)	Account Name: NEA Janakpur distribution center Bank Name: Nepal Rastra Bank Bank Address: Janakpurdham Deposit Account Number:1606101/001-012-524
ITB 20.1	In addition to the original of the bid, the number of copy/ies is/are: 2 (two)
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: (a) Notarized Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Bids	
ITB 21.1	Bidders shall have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bid submission procedures shall be as described in 'Special Instruction to Bidders for e-Bidding' later on in this section.
ITB 22.1	For <u>bid submission purposes only</u> , the Employer's address is: Nepal Electricity Authority Distribution and Consumer Services Directorate Janakpur Regional Office Janakpur Distribution Center



	<p>Janakpur Phone:+977(041)521614 Fax: +977(041)521614</p> <p>The deadline for bid submission is: <i>Date:</i> 2074/03/26 Time: On or Before 12:00 noon</p>
ITB 25.1	<p>The bid opening shall take place at: Nepal Electricity Authority Distribution and Consumer Services Directorate Janakpur Regional Office Janakpur Distribution Center Janakpur Phone:+977(041)521614 Fax: +977(041)521614</p> <p><i>Date:</i> 2074/03/26 Time: At 14:00 hours</p>
ITB 25.1	<p>If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be as described in 'Special Instruction to Bidders for e-Bidding' later on in this section.</p>
E. Evaluation and Comparison of Bids	
ITB 32.5	<p>The amount of the performance security be increased by Five (5) percent of the quoted bid price.</p>



G. Special Instruction to Bidders for e-Bidding

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

- i. Interested eligible bidders shall, either purchase the hard copy of the bidding document directly from the Employer's office as specified in the Invitation for Bid (IFB) or may download the necessary parts of the bidding documents from e-procurement section in NEA's web site <http://eproc.nea.org.np>. In case, the bidders choose to download the bidding documents, prepare the bids on downloaded documents, and submit their bids electronically. The Bidders shall be required to deposit the non refundable fee for the bidding document (as specified in the bid notice) in the bank account specified in the IFB and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.
- ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company.

- a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information

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

S. No.	Document	PDF File name	Requirement	Remarks
1	Form of Bid	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory	
3	Company registration,	Company reg-3	Mandatory	All firms in case of JV
4	VAT/PAN registration,	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate,	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture agreement	JV doc-7	Mandatory	In Case of JV
8	Qualification Information	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization -10	Not Mandatory	Mandatory for Goods
11	Technical Data Sheet	TDS-11	Not Mandatory	Mandatory for Goods
12	Certification Documents	Certifications-12	Not Mandatory	Like ISO Certification
13	Declaration Form	Declaration-13	Mandatory	



Section II, BID DATA SHEET

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

- iii. For e-submission purpose the Bidder shall, at first, register in the e-procurement section NEA's web site <http://eproc.nea.org.np> .
- iv. After preparing all the required bidding documents in PDF, scan the files as specified in (ii).
- v. The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of NEA's website <http://eproc.nea.org.np> within the specified date and time.
- vi. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.
- vii. The standard time for e-submission is Nepalese Standard Time as set out in the server of IT Department of NEA.
- viii. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of NEA's web site.
- ix. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- x. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.
- xi. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.
- xii. When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
- xiii. In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.
- xiv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website <http://eproc.nea.org.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.



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

- i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above, and additional submission of hard copy of “original plus one copy of bid” is not mandatory.
- ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified.
- iii. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications for verification purpose upon notification to do so from the Employer within 3 days.
- iv. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- v. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- vi. In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- vii. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited
 - a. if the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.
 - b. if major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

C) Bid Opening process for e-submitted bid

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



Section II, BID DATA SHEET

- iv. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
- v. In case of "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

D) Bid Evaluation and Comparison process for e-submitted bid

- i. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.
- ii. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.
- iii. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.

E) Qualification Information

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

F) Bid Security Format

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





Nepal Electricity Authority
Declaration Form (for E-bidding)

S.No.	Description	Status			
		Issued to	Issued by	Date of	No. of
		(as applicable)	(as applicable)	Issue	Pages
1	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)				
2	Joint Venture Agreement; <i>If any</i>				
3	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)				
4	Notarized Power of Attorney to Sign the Bid (On Behalf of JV)				
5	Registration Certificate of the Bidder (and each partners in case of JV)				
6	Bid Security				
7	Price Schedule				
8	Bid Form				
9	Qualification Forms				
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	Year 1			
		Year 2			
		Year 3			
11	Performance (or user) Certificate/s (Bidder)	1			
		2			
		3			

Section II, BID DATA SHEET



		4				
12	Manufacturer's Authorization/s	1				
		2				
		3				
		4				
13	Power of Attorney from the Company to Issue the Manufactures Authorization					
14	Business License of Manufacturer/s	1				
		2				
		3				
		4				
15	User Certificate/s (Manufacturer)	1				
		2				
		3				
		4				
16	ISO Certificate	1				
		2				
		3				
		4				
17	Type Test Report/s (if required as per specification)	1				
		2				
		3				
		4				
18	Technical Data	1				



Section II, BID DATA SHEET

	Sheet	2				
		3				
		4				
19	Other Certification (as per requirements)	1				
		2				
		3				
		4				





SECTION III

Evaluation and Qualification Criteria

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SECTION - III

Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 32 and ITB 34, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

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

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Works Requirements).

1.2 Multiple Contracts (Not Applicable)

1.3 Completion Time

Time to complete the plant and services from the effective date for determining time for completion of pre-commissioning activities is: 180 days. No credit will be given for earlier completion.

1.4 Alternative Technical Solutions (Not Applicable)

1.5 Quantifiable Nonconformities, Errors and Omissions

Pursuant to ITB 30, the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.





2. Qualification

Failure to fulfill any of the requirements specified in Qualification Criteria given below shall result in disqualification of the Bid.

2.1. Power of Attorney

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

2.2. Legal Status:

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

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

ii) For the JV Bidder:

- (a) Original of joint venture agreement legally binding on all JV partners shall be included in the Bid. The joint venture agreement shall bear the seal of the entity and signatures of personnel authorized by the respective entities forming the joint venture. All such authorization documents shall also be included in the Bid. These Authorization document shall be on the original letterhead of the respective entity with stamp/seal of the entity.
- (b) The number of joint venture partners shall not exceed three (3).
- (c) Partners of the JV shall be a manufacturer or contractor legally registered for at least five (5) years.
- (d) Notarized copies of legal registration certificates for each JV partners shall be submitted along with the Bid.

2.3. Working Experience:

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

- a. The Bidder shall include certificates from the end users validating that the Bidder has successfully completed supply, construction, installation, testing and commissioning of at least one contract of similar nature (construction of 10 km of 11 kV or higher voltage transmission line) in the last 10 years.

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

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

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



2.3.2 For the JV Bidder:

- a. The lead partner shall have completed at least one project of size which is at least <40%of the Working experience stated above>.If the Bidder is previously not involved in design, then Lead Partner shall propose the reputed designer with the experience of similar work and two end user certificates not earlier than last ten (10) years from the date of bid submission.
- b. Each of the other partners of the JV shall have accomplished at least one project of size (as a JV) at least <25% of the Project Experience stated above>.
- c. The Bid shall include certificates from the end users for the lead partner and each of the other partners validating that they have successfully completed design (if the Bid involve design), supply, construction, installation and commissioning of projects of the size stated in 2.3.2 (a) and (b) above. The date in the end user certificates shall not be earlier than last ten (10) years from the last date of bid submission.
- d. The JV partners together shall have successfully completed design (if the Bid involve design), supply, construction, installation and commissioning of projects whose aggregate size is not less than the size of this Bid.

2.4. Financial Capacity of the Bidder

2.4.1 Financial Statements:

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

2.4.2 Line of Credit:

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

2.4.3 Average Annual Turnover

a. For the Bidder which is not a Joint Venture:

The Bidder shall have Average Annual Turnover (defined as the total payments received by the Bidder averaged over last three consecutive years) of not less than NRs1, 24, 00,000.00

b For the JV Bidder:

- i. The Average Annual Turnover of the lead partner shall not be less than 40% of the amount stated above in sub-clause 2.4.3.a.
- ii. The Average Annual Turnover of other partners shall not be less than 25% of the amount stated in sub-clauses 2.4.3.a.



Section III, Evaluation and Qualification Criteria

- iii. Aggregate Annual Turnover of all the JV partners shall not be less than the values specified in sub-clauses 2.4.3.a.

2.4.4 Availability of Financial Resources (working capital)

- a. For the Bidder which is not a Joint Venture:

The Bidder shall have working capital (defined as total current assets less total current liabilities) of at least NRs 32, 00,000.00 in the last fiscal year.

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

- b. For the JV Bidder:

- i. Working Capital of the lead partner shall not be less than 40% of the amount stated above in sub-clause 2.4.4.a.
- ii. Working Capital of other partners shall not be less than 25% of the amount stated in sub-clauses 2.4.4.a.
- iii. Aggregate working Capital (with line of credit facilities) of all the JV partners shall not be less than the values specified in sub-clauses 2.4.4.a.

2.5 Miscellaneous

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





Section III, Evaluation and Qualification Criteria

2.6 Eligibility

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

2.6.1 Conflict of Interest

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

2.6.2 Government-owned Entity

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

2.6.3 UN Eligibility

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





Section III, Evaluation and Qualification Criteria

2.6.4 Other Eligibility

Submission of the following document is must:

- Copy of Firm Registration Certificate
- Copy of Business Registration Certificate
- Copy of VAT and PAN Registration Certificate,
- Copy of Tax Clearance Certificate/Tax return submission evidence for the F/Y 2071/72
- A written declaration made by the bidder with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offences.
- Joint Venture Authorization/Agreement (if any).
- Notarized Power of Attorney.
- Other documents as needed

2.7 Pending Litigation

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

2.7.1 Pending Litigation

All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than 50 percent of the Applicant's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT – 1
--	--	----------------	--	----------------	--------------





2.8 Personnel

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

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

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

2.9 Equipment

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

No.	Equipment Type and Characteristics	Min. Number Required
1	Truck and Pick Up Truck	1 each
2	Insulation Tester	1 Set
3	Survey equipment (Theodolite or Total station)	1 set
4	Hand Ratchet Puller (Hand Vice)	3 Set
5	Digital Multimeter	2
6	Digital Tongue Tester	2
7	Crimping Tools	2 set
8	Wire Cutter	2 Set
9	Rollers, Ropes	1 Lot
10	Ladders	as required
11	Safety equipment (Safety Belt, Helmet, Gloves, Safety Boots) – as required	as required



SECTION IV

BIDDING FORMS

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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, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
.....
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
.....
- (d) The discounts offered and the methodologies for their application are:
.....
- (e) Our bid shall be valid for a period of**[insert validity period as specified in ITB 18.1]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;



Section IV; Bidding Forms

- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;1
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We declare that, we have no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:
- (p) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: ...

In the capacity of ...

Signed ...

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

...



Section IV; Bidding Forms

Table of Price Adjustment Data (N/A)

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighing Range (coefficient)	Employer's Proposed Weighing Range (coefficient)**
1	2	3	4	5	6
	Non Adjustable (a)			0.15-0.2	
	labor (b)				
	Materials (c)				
	Equipment usages (d)				
	Total			1.0	

* Normally following source of index shall apply:

(b) Labor: "National Salary and Wage Rate Index"- "Construction Labor" of Nepal Rastra Bank

(c) Material:"National Wholesale Price Index" - Construction Materials" of Nepal Rastra Bank

(d) Equipment usage: Public Entity shall choose one of the following Index as per the nature of the Construction Work and equipments to be used:

"National Wholesale Price Index" - "Transport Vehicles and Machinery Goods" of Nepal Rastra Bank

or

"Fuel" Price fixed by Nepal Oil Corporation.

** Bidders proposed weightings should be within the range specified by the Employer in column- 5



Section IV; Bidding Forms

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 Bids No. . . ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will remain in force up to and including the datenumber... . 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.

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).





Technical Proposal Format

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others



Personnel

Form PER - 1: Proposed Personnel

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

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

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





Section IV; Bidding Forms

Form PER - 2: Resume of Proposed Personnel

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

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

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

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



Section IV; Bidding Forms

Equipment

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

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

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

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



Section IV; Bidding Forms

Bidder's Information and Qualification Format

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others



Bidder's Qualification

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

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<ol style="list-style-type: none">1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.	



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Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<ol style="list-style-type: none">1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.2. Authorization to represent the firm named above, in accordance with ITB 20.2.3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	



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Form LIT - 1: Pending Litigation
Each member of a JV must fill in this form

Litigation			
<ul style="list-style-type: none">▪ No pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)▪ Pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
Value of Year	Matter in Dispute	Pending Claim inNRs	Pending Claim as a Percentage of Net Worth





Section IV; Bidding Forms

Form FIN - 1: Financial Situation

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

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

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified auditor.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



Section IV; Bidding Forms

Form FIN - 2: Average Annual Construction Turnover

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

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

Annual Turnover Data for the Last 10 Years (Construction only) in NRs.	
Year	Amount Currency

-Average Annual Construction Turnover

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Section IV; Bidding Forms

Form FIN - 3: Financial Resources

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

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

Note:

The letter from the Bank must be unconditional.

Section IV: Bidding Forms



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

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

SN	Name of Contract	Name of Contractors	Employer's Contract Address, Tel, fax	Contract Amount	Contract Date	Contract Duration	Value of Average Outstanding Work; NRs.	Completion Date	Estimated Monthly Invoicing; NRs./Month
1									
2									
3									
4									
5									
6									



Section IV; Bidding Forms

Form EXP - 1: General Construction Experience

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

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





Section IV; Bidding Forms

Form EXP - 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No . . . of . . .	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	NRs		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Note: 1.			





Section IV; Bidding Forms

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

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No . . . of . . .	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	NRS		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the key activities in accordance with Clause 1.3.1.a of Section III, E&QC			
<p>Note: The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.</p>			





Section IV; Bidding Forms





RKS (EMPLOYER'S) REQUIREMENTS

CHAPTER 1: TECHNICAL PREAMBLES TO PRICE SCHEDULES

1 General Information

This describes the requirements of those items which have not been included in the Construction Standard and which are of general nature.

- (a) All the Construction Units shall include the cost of preparation, revision and reproduction of supporting Structure Data Sheets (SDS) and drawings.
- (b) All Construction Units shall include the cost of cutting and painting bolt ends extending more than 30 mm beyond the nut if necessary.
- (c) All Construction Units shall include necessary cost for trimming and cutting of trees to clear route for new or existing works. Trimming and Cutting of trees shall be the responsibility of the Contractor but the Employer shall assist to obtain necessary permit for the same.

2. Construction Unit, 1

Pre-Construction Survey, Mappings, Preparation of SDS, Single line diagram and Final BOQ

The Construction Unit is for carrying out pre-construction survey, preparation of pre-construction drawings/mappings, single line diagram and SDS; and preparation of final SDS and As Built Drawing.

Unit: This construction unit is per km of line length.

2.1 Structure Data Sheet (SDS)

SDS shall be prepared to provide the details of specific construction information necessary for erection of pole structures with hardware and accessories, conductor stringing and transformer installation. The SDS shall be used in conjunction with the area plan drawing to document the works to be performed. A copy of the SDS format shall be provided in the event the bidder awarded the contract

Abbreviations used in the preparation of SDS shall be defined as follows:

S. No.	Nomenclatures	Meaning
A	Pole Construction No.	Number assigned by the Contractor to identify pole on plan drawing.
B	Span	Length of conductor span between poles
C	BK	Angle of line deflection in degrees
D	Pole	Pole quantity
E	Frame	The Construction Standard for 33, 11 kV system for which the pole is to be framed.
F	Stay	The Construction Standard for stay to be installed.
G	Transformer	The Construction Standard for which the transformer/installation is to be framed.
H	Conductor	The number and size of ACSR conductors in mm ² for 33,11 kV
I	Conductor (km.)	Running km length of conductor.
J	SA	Single Arm Structure

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K	TO	Tee Off Structure
L	DE	Dead End Structure
N o t e :	M DDE	Double Dead End Structure
	N HS	H- Pole Structure
	O TR	Transformer Structure
	P A	Single wire type stay
	Q B	Double wire type Stay
	R C	Flying type stay
	S D	Flying type with shorter stay lead or bow type stay
T o r	SA1	Single arm structure for deviation between $>15^{\circ}$ - 30° is to be framed
U m	A	Low voltage frame type A
V a t	B	Low voltage frame type B
W i	C	Low voltage frame type C
X o	D	Low voltage frame type D
Y n	E	Low voltage frame type E

- for a single pole location need not be confined to a single row.
- All works, whether new or on existing systems, shall be documented on the SDS.
- Each SDS shall include the applicable "As Built" Plan Drawing number(s).
- Similarly each "As Built" Plan Drawing shall include the applicable SDS number(s).
- Structure data sheet included in the ANNEX-G.

2.2 Pre-Construction Survey

Standard check survey and drafting procedure shall be used to carry out the survey works and preparation of drawings. This is the responsibility of the contractor to conduct the survey and submit the survey report by their own cost and responsibilities.

Following points should be considered while preparing the drawing.

1. As far as possible, the proposed electric line shall follow the bank of existing road/trail to avoid the right of way problem during construction period.
2. The schematic diagram of 11/0.4-0.230 kV line shall show the tapping point, conductor size and line length, load centers. One set of Drop Out fuse set shall be included as a sectionlizer at each branch tapping point of main HT Line.

Staking drawings shall include but shall not be limited to:

- Location, description and coverage of NEA existing HV/LV line and communication line in the area of proposed Distribution line routes;
- Identification and fixing of HT Tapping point, load centers, beneficiary households and HT/LT route alignment
- Existing Transformer of NEA utilized for LT tapping if any.
- Identification and fixing of pole structure during the road crossing, river crossing and in the crossing of any other facilities like Bridges, Pipelines etc if any existed in the area of proposed Electrification.
- Details of Feeder line and Households details of every identified load center
- Slide, slopes/cross slopes etc in the proposed route of HT/LT line.
- Wild Reserve area/ Forest if any in the proposed route of HT/LT line.
- Notations regarding areas unsuitable for pole line structures e.g. swamp, solid rock etc;
- All features within 60 meters of the proposed route which are significant in construction and maintenance of the line;
- Details of Construction units if differs from the Contract agreement Units.





2.3 Contractor's Drawing/mapping and Data

The Contractor shall provide **GIS mapping** of the proposed line route of HT line in the forms of Mylar tracings or computer printed drawing showing the chain edge of each pole location/angle point in **1:5000 scale** with **electronic copy in compact disc (CD)** required for construction and record purposes. The required number of construction plan drawings and associated SDSs shall be at least **Five (5) copies** and shall be duly **recommended** from local NEA branch office and/or the Employer.

Checking and revising the Drawings and Structure Data Sheets if necessary, is a part of the Scope of Work of the Contractor. The contractor shall produce the revised or final drawings in accordance with the General Specifications.

Revised Line Staking Drawings shall be provided by the Contractor for the approval of the Employer for the execution of construction works.

The Contractor shall submit the drawings and data to the concerned office of the Employer for approval in the following manner:

The title of Contractor's drawing shall also include the followings:

- (a) NEPAL ELECTRICITY AUTHORITY (Nepal Government's UNDERTAKING)
- (b) Name of the Division
- (c) Contract No.
- (d) Ratings of the line

The size of the drawings except otherwise specified in the Specification shall be any one of the following sizes.

A1	594mm x 841mm	(23.39" x 33.11")
A2	420mm x 594mm	(16.54" x 23.39")
A3	297mm x 420mm	(11.69" x 16.54")
A4	210mm x 297mm	(8.27" x 11.69")

Reproducible of all final approved drawings shall be made on Mylar films or computer printed drawings with computer electronic files in CD.

All drawings for approval and final as built drawings shall be produced in A1 and shall be bound neatly.

Computer Electronic File (CEF)

The Contractor shall prepare and submit the computer printed drawing with Computerized Electronic File (CEF) for all final Approved as Built Drawings within one **(1) months** after the completion of the Works.

Structural Data Sheet

Structural Data Sheet shall be checked and prepared in such a manner that it shall show each and every items installed in each pole and the actual length of each and every span.

3. Construction Unit, 2





11 kV, 0.4/0.23 kV Supports, Insulators and Hardware

This Construction unit is for the supply and installation/shifting of single, double, triple or four pole structures fitted with cross-arm, insulators and other hardware.

This covers the work such as Supply and delivery of all the necessary materials from respective factory warehouse, excavate pole hole, set pole, if necessary, back fill and tamp poles, compact the back filling adequately, realign, if necessary, install framing including insulators and hardware all complete.

Support Type	Description	Reference Specification/Standard	
		Equipment	Construction
PH12	11 kV, Single Arm Structure		
PH22	11 kV, Single Pole Dead end type Structure		
B	Single Arm Tapping Accessories		
PH42	11kV Double Pole Structure-Intermediate Support Dead End Type		
B2	Cross arm Pole transformer structure		
DS2	Double pole structure DO set type		
PL11	8 m LT 3 Phase-4 wire		
PL12	8 m LT 2 Phase-3 wire		
PL13	8 m LT 1 Phase-2 wire		

4. Construction Unit, 3 11 kV Conductor and Accessories

This construction unit is for the supply, delivery and stringing/re-stringing of 11/0.4-0.230 kV conductor and accessories.

This unit covers the Supply and delivery of all the necessary materials from respective factory warehouse to the site, set up wire stringing reels, pulling lines, stringing blocks on poles/cross-arms, install and remove temporary guard structures, if necessary, install and remove temporary structures to keep conductor from dragging on earth, if necessary. Pull conductors, sag and dead-end, remove conductor from stringing blocks, tie to insulators, make necessary compression joints, and connect jumpers and complete installation.

Conductor Type	Description	Reference Specification/Standard	
		Equipment	Construction
A	11 kV, three wire Rabbit		
B	400 V, four wire Weasel		
C	400 V, three wire Weasel		

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D	230 V, two wire Weasel		
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5. **Construction Unit, 4**

Stays and Anchors

This Construction unit is for the supply, Delivery and installation of complete single, double, flying or bow type stay assembly.

This Unit includes the Supply and delivery of all the required materials from factory warehouse to site, excavate hole, install anchor rod, back fill with gravel if specified, ramp till well compacted, install stay wire and stay insulator, adjust tension and further adjust tension if necessary after installation and stringing of conductor. Provide sand and stone as a local material for the installation of stay for HT/LT distribution line and install the stay sets as per the construction standard drawings.

Type of Stays and Anchors:

Stay Type	Description	Reference Specification/Standard	
		Equipment	Construction
A	HT/LT Single Stay		
B	HT/LT Double Stay		
C	HT/LT Flying stay		

6. **Construction Unit, 5**

11/0.4 kV Transformers

This Construction unit is for the Shifting/Re-Installation of 11/0.4 kV outdoor pole mounted type distribution transformer and associated lightening arresters, drop out fuse set, low voltage protection panel, cables, earthings, Transformer Pole Structures and related works for complete installation.

This will cover the supply and delivery of all the necessary materials from respective factory warehouse to the installation site, pole mount transformer on elevated platform, install LV cable between transformer LV terminals and protection panels, including cable and jumper connections, connect LV neutral earth terminal with earth lead etc.

S.N.	Transformers Capacity	Reference Specification/Standard	
		Equipment	Construction
TR13	100 KVA, 11/0.4 kV, three Phase Transformer		
TR12	50 KVA, 11/0.4 kV, three Phase Transformer		

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TR11	25 KVA, 11/0.4 kV, three Phase Transformer		
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7. Construction Unit, 6

11 KV Distribution Cut Out/Drop Out

The construction unit is for the supply, Delivery and installation of 11 kV Drop Out set with complete accessories for the connection as a sectionlizer in the branch tapping point of main 11 kV Line or any section of 11 kV line as advised by the Employer.

The construction unit is also for the supply, Delivery and installation of 9 kV Lightening Arrester set with complete accessories for XLPE Cable originating/terminating points with necessary earthing.

S.N.	Particulars	Reference Specification/Standard	
		Equipment	Construction
1	11 kV Drop Out Set with complete Accessories		
2	9 kV Lightening Arrester		

8. Construction Unit, 7

11 kV , 3 Core , 70 sq.mm, 120 sq.mm. XLPE Power Cable including all related accessories

The construction unit is for the supply, Delivery and installation of 11 KV ,Al,3 Core , 70 sq.mm. and 120 sq.mm. XLPE Power Cable, Cable termination kit, Earthing materials for Cable Sheath earthing with complete accessories for the laying of power cable.

S.N.	Description	Reference Specification/Standard	
		Equipment	Construction
1	11 KV , Al,3 Core , 300 sq.mm. XLPE Power Cable		
2	Cable termination Kit		
3	Earthing Materials		
4	Flexible pipes/HDPE pipe		

9. Construction Unit, 8

This Construction unit covers all the necessary works for the preparation of final as built drawing, Structural Data Sheet, testing, charging of electric distribution system and handover with documentation to N.E.A.

10. Construction Unit, 10





Labour Rates

This construction unit is intended to use for such work, which has not been defined by a Construction standard. Contractor shall submit along with the bid, a written description of work which may have to be performed under certain situation and which was not foreseen during the design and study. This shall include location, number and classification of personnel to perform the work and estimated number of hours/day per man. This construction unit is to be charged only upon the approval of the Employer. This unit includes necessary transport of equipment to perform the assigned work.

S.No	Designation	Rate per hour or per day
1	Engineer	
2	Supervisor	
3	Foreman	
4	Lineman/ Electrician	
5	Helper	
6	Labor/Unskilled Jyami	

Note: The construction unit outlined in these sections contains general information and may vary. The actual construction units will be as per BOQ of the price schedules.

CHAPTER 2: CONSTRUCTION STANDARDS, TECHNICAL SPECIFICATIONS

A. CONSTRUCTION STANDARD

A.1 ELECTRICAL 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.
- 1.1 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.

3. Surveys and Staking





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- 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 , *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



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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

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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.



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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 33,11,0.4/0.23 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/m² 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 is such that the targets would fall below the ground line, the difference in elevation between the lower conductor attachment and the lowest point of sag, 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.





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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 11 kV phase conductors on the cross-arm in the normal triangular/horizontal 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 centimeters clearance from other conductors. Any connection carried from one side of the pole to the other side shall be supported on pin insulators.

9. Installation Criteria





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9.1 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: 50 m

- 9.2 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 Employee 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.
- 9.3 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 Employee for the approval of the same.
- 9.4 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.
- 9.5 Safety rules of the NEA shall be strictly observed at all times by the Employee 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.
- 9.6 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. 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 Employee in writing and the decision thus made shall be valid for further work. 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.

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:-

33 kV line: 50m to 55 m

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 JDC 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 JDC 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.



SECTION V, WORKS (EMPLOYERS) REQUIREMENTS

10.5 Safety rules of the NEA shall be strictly observed at all times by the JDC 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 JDC 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
1.	100 (Dog)	7
2.	50 (Rabbit)	15.5
3.	30 (Weasel)	24.5

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

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 (33, 11 kV) with 11 m Pole a) - Conductor 3x100 mm²

- Span 75 m (max)
- Break angle: 4 deg.

b) - Conductor 3x50 mm²

- Span 75 m (max)
 - Break angle: 5.5 deg.
- c) - Conductor 3x30 mm²
- Span 75 m (max)
 - Break angle: 6.5 deg.

Composite (HV +LV) line with 11 m pole a) - Conductor 3x100 mm² HV; 3x50 mm²+30 mm² LV

- Span 40 m (max)
 - Break angle : 2 deg.
- b) - Conductor 3x50 mm² HV; 3x30 mm²+1x30 mm² 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 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



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- 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.

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 Arrester 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 arrester, 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.



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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. 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. Safety

15.1 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.

15.2 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.

15.3 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

15.4 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.

15.5 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.



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

16. Tests

16.1 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.

16.2 The Contractor shall megger all circuits installed with a motor-driven megger or equivalent instrument to demonstrate the acceptable insulation characteristics of the line prior to energization and Provisional Acceptance. 400/230 V overhead circuits shall be tested at 500 volts AC.

16.3 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.

16.4 The Contractor shall megger all transformers with a motor-driven megger prior to connection to the LV network.

16.5 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.

17. Demolition

17.1 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.

18. Cleanup

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

18.2 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.

18.3 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.

19. Tree Cutting and Trimming

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

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

20. Interruptions to Existing Service

20.1 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.

20.2 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 Preamble to Price Schedules.



CHAPTER 2: INSPECTION, TESTING AND COMMISSIONING

1.1 SCOPE OF WORK

The whole of the Works supplied under the Contract shall be subject to inspections and tests by the Employer or their Representatives during manufacture, erection and after completion. The inspections and tests shall include, but not be limited to, the requirements of this section of the Specifications.

The Contractor shall provide all costs, appliances, apparatus, supervision, labor and services necessary to carry out all tests, unless specifically stated otherwise.

The Contractor shall furnish the detailed schedule of his commissioning plan at least one month prior to the scheduled date. The schedule shall include the commissioning procedures, testing sequences and details of special testing equipment, tests and commissioning record formats, information about relevant standards etc.

The scope of the commissioning program includes the site testing and putting into successful operation of all the equipment supplied under the Contract, for 33kV line system.

1.2 OBJECTIVES

The objectives of commissioning work, prior to the successful energization of the line at full voltage and connection to the system, are the following:

- Confirm the integrity (correctness) of installation.
- Confirm the integrity of insulation, connections and phasing.
- Ensure proof of equipment characteristics.
- Review workmanship.
- Confirm the correct implementation of the design.
- Check and measure resistivity of earthing grid and earthing system.

1.3 QUALITY ASSURANCE, INSPECTION AND TESTING

To assure that the supply and services under the scope of this Contract whether manufactured or performed within the Contractor's works or at his subcontractor's premises or at the Site or at any other place of work, are in accordance with the Specifications, the Contractor shall adopt suitable quality assurance program to control such activities at all points necessary. Such program shall be outlined by the Contractor and shall be finally accepted by the Employer after discussions before the award of the Contract. A quality assurance program of the Contractor shall generally cover, but not be limited to the following:

- (a) His organization structure for the management and implementation of the proposed quality assurance program.
- (b) Documentation control system.
- (c) Qualification data for bidder's key personnel.
- (d) The procedure for purchases of materials, parts, components, and selection of subcontractors' services including vendor analysis, source inspection, incoming raw materials inspection, and verification of materials purchases.
- (e) System for shop manufacturing including process controls and fabrication and assembly controls.
- (f) Control of non-conforming items and system for corrective actions.
- (g) Control of calibration and testing of measuring and testing equipment.
- (h) Inspection and test procedure for manufacture.
- (i) System for indication and appraisal of inspection status.

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- (j) System for quality audits.
- (k) System for authorizing release of manufactured products to the Employer.
- (l) System for maintenance of records.
- (m) System for handling storage and delivery.
- (n) A quality plan detailing out the specific quality control procedure adopting for controlling the quality characteristics relevant to each item of supply.

The quality plan shall be mutually discussed and approved by the Employer after incorporating necessary corrections by the Contractor as may be required.

- Quality Assurance Documents

The Contractor shall be required to submit all the Quality Assurance Documents as stipulated in the Quality Plan at the time of Employer's inspection of material/equipment.

The Employer, through his duly authorized representatives, reserves the right to carry out Quality Audit and Quality Surveillance of the systems and the procedures of the Contractor's and the subcontractor's Quality Management and Control Activities.

- Inspection, Testing and Inspection Certificates

The provisions of the clauses on Test and Inspection of the General Conditions of Contract and Special Conditions of Contract shall be applicable to the supply and erection portions of the Works. The Employer shall have the right to re-inspect at his expenses, any material though it would have been previously inspected and approved by him at the Contractor's works before, and if, after the same are inspected at Site following the latter, material is found defective, then the Contractor shall bear the cost of this inspection and reinstatement according to specification.

1.4 TESTS AT MANUFACTURERS WORKS

1.4.1 General

Where no specific test is specified, then the various items of materials and equipment shall be tested in accordance with the relevant British, IEC, or other relevant Standards. Where no appropriate standard is available, tests shall be carried out in accordance with the maker's standard practice, which shall be subject to the Employer's approval.

At least fourteen days' prior notice, in writing or by tele-fax, shall be given to the Employer of the readiness of the plant for test or inspection and every facility shall be provided by the Contractor and subcontractor (s) to enable the Employer or their Representative to carry out the inspections and witness the tests. This includes progress, test rig and packing inspections also.

Inspection of equipment will not be carried out unless the Employer has approved copies of the relevant sub-orders, drawings and test procedures. No equipment shall be packed, prepared for shipment, or dismantled for the purpose of packing for shipment, unless it has been satisfactorily inspected, or inspection has been waived by the Employer.

Functional electrical and mechanical tests shall be carried out on the completed plant after assembly in the Works. The extent and method of recording the results shall be agreed by the Employer in sufficient time to enable the tests to be satisfactorily witnessed or to make any changes to the proposed program of tests. All instruments and apparatus used in the performance of the tests shall be subject to the approval of the Employer and, if required by the Employer, shall be calibrated to an agreed standard at a laboratory of national standing to be nominated by the Contractor and approved by the Employer. The costs of carrying out such calibration shall be borne by the Contractor in all cases.



SECTION V, WORKS (EMPLOYERS) REQUIREMENTS

The costs associated with arranging/making/performing any test in manufacturer's works or tests to be conducted at the site or elsewhere shall be borne by the Contractor. The NEA shall bear the cost associated with inspectors' travel, hotel and daily allowances etc.

After receiving the prior information about the completion of manufacturing at the factory, the Employer will depute his personnel or personnel from independent authority (third party) to the Contractor's factory to witness the fabrication, assembly and testing of any or all parts of major equipment. The number of the Employer's personnel and equipment (but not limited to) to be witnessed will be as listed below. The duration of such visits shall be as per inspection/testing requirements.

-Steel Telescopic Tubular pole & fittings	1 persons, 1 visit
-PSC pole & fittings	1 persons, 1 visit
-Steel Tubular Pole and Fittings	1 persons, 1 visit
-100 sq.mm. ACSR Conductor	1 persons, 1 visit
-Insulator and Hardware	1 persons, 1 visit
-Stay Set	1 persons, 1 visit

1.4.2 Test Certificates

Within 30 days of the completion of any test, triplicate sets of all principal test records, test certificates and performance curves shall be supplied to the Employer.

These test records, certificates and performance curves shall be supplied for all tests, whether or not they have been witnessed by the Employer or his representative. The information given on such test certificates and curves shall be sufficient to identify the material or equipment to which the certificate refers and should also bear the Contract reference title. Specified requirements shall be shown on each certificate for comparison with actual test results.

When all equipment has been tested, test certificates of all factory and site tests shall be compiled by the Contractor into volumes and bound in an approved form complete with index. Two copies of each volume shall be supplied to the Consultant and five copies to the Employer.

1.4.3 Type Tests

Type tests are required to prove the general design of the equipment and the Contractor may submit certificates of such design tests, which have been carried out on identical equipment. Notwithstanding any provision in BS, IEC or ANSI Standards, the Employer shall have the right to accept such certificates in lieu of the specified type tests or to reject them.

The type tests prescribed shall be carried out at the Contractor's cost in all cases, where either such certificates are not available or are rejected by the Employer

1.4.4 Commissioning Test

The contractor shall be responsible for checking that total and relative sags of conductors are within the specified tolerances. Such checks shall be carried out at positions along the route selected by the Employer and the contractor shall provide the necessary surveying instruments to enable the checks to be carried out with the line in service without any extra charge.

The commissioning tests are as follows:

(a) Measurement of line parameters

The line insulation resistance shall be measured on each individual section of the lines before the jumper loops are closed and again on the whole lines when they are completed.



SECTION V, WORKS (EMPLOYERS) REQUIREMENTS



The electrical parameters of the lines such as resistance, reactance, susceptance etc. shall be measured in a manner to be approved by the Employer, sufficiently accurately to enable the positive, negative and zero sequence impedance to be determined for the lines.

The underground cable shall be subjected to sheath integrity test, insulation resistance test, phase out and high voltage withstand including subsequent IR test.

The lines shall then be energized at the proposed operating voltage from the Employer's system or generating station and the charging current measured and other such tests performed as the Employer may require to make on the completed line.

The contractor shall carry out all these tests in the presence of the Employer, and shall provide all the necessary labor, transportation, apparatus, instruments and other assistance as required, without any extra charge.

(b) High voltage tests

The overhead lines shall be tested with DC voltage applied between each phase and earth by means of a DC high voltage testing unit and without cleaning of the insulators. Bidders shall state leakage current expected for such tests, for the different section of lines and taking into consideration atmospheric conditions given in Section. The contractor shall supply the necessary apparatus, instruments and the D.C. high voltage supply to the testing unit including those required for carrying out test and should be shown in the appropriate schedules.

The test voltage shall be applied for five minutes for 33 kV overhead lines and shall be as follows:

Line Voltage: 33 kV

D C Test Voltage to Earth : 33×1.732 kV

The electric power necessary for the tests at Site shall be managed by the Contractor. The contractor shall satisfy himself that all connections are good before switching power and shall be responsible for, and make good any damage that may arise because of faulty connections.

All D.C. measuring apparatus, instruments including D.C. high voltage testing unit will be subject to checking and calibration by the Employer before starting the high voltage D.C. current test, catalogues and details to be submitted with offer. Full details and catalogue of the proposed high voltage D.C. testing equipment shall be submitted for approval before shipping the test equipment.



Bill of Quantities (Price Schedules)
Tender No: JDC/SR 2073/074-02

Scheme Title :- Rural Electrification (System Reinforcement & Electricity Leakage Control)

S.No.	Descriptions	Unit	Quantity	Unit rate (NRs)		Amount (NRs)
				In Figure(NRs)	In words (NRs)	
A. Work : HT conductor Upgrading, Location : 11 kV Feeders from Mujeliya & Yadukoha Substation						
A.1	Installation Of Stay Set includes digging, laying of stay plate, back filling of soil, ramming to compact & stringing of stay wire all complete	set	40			
A.2	Stringing of HT 0.1 sq. mm dog ACSR Conductor (Three wire) includes transportation of materials from store to working place, installation of temporary stay, laying of conductor properly, stringing of conductor with required tension, install it to the insulator and binding with aluminium binding wire propely	km	5			
A.3	Dismantling of HT 0.05 sq. mm rabbit ACSR conductor(Three Wire) includes rebundling and transportation to the office store safely	km	2			
A.4	Dismantling of HT 0.03sq. mm weasel ACSR conductor(Three Wire) includes rebundling and transportation to the office store safely	km	3			
B. Work : LT Conductor Upgrading Location :- Janakpur City, Yadukoha , Dhanushadham & its Surroundings						
Stringing of ACSR Conductor including installation of Insulator & Hardware, Binding Wire, Jointing Sleeves, PG Clamp etc. all complete & dismantling						
B.1	Installation Of Stay Set includes digging, laying of stay plate, back filling of soil, ramming to compact & stringing of stay wire all complete	set	50			



B.2	Stringing of LT 0.1 sq. mm dog ACSR Conductor (Four wire) includes transportation of materials from store to working place, installation of temporary stay, laying of conductor properly, stringing of conductor with required tension, install it to the insulator and binding with aluminium binding wire properly	Km	10.78			
B.3	Dismantling of LT 0.03 sq. mm weasel ACSR conductor(Four Wire), rebundling and transportation to the office safely	km	10.78			
B.4	Consumer service wire re-connection from pole up to the service encloser i.e. meter box with proper tension & transportation is included	Nos	600			
C. Work : Replacement of ACSR conductor by ABC Cable, Location :- Yadukoha,Dhanushadham, Tarapatti						
C.1	Installation Of Stay Set includes digging, laying of stay plate, back filling of soil, ramming to compact & stringing of stay wire all complete	set	31			
C.2	Stringing of LT ABC Cable 95 sq. mm includes laying, stringing and fixing of the ABC cable on suitable support (pole) as per requirement with all accessories	Km	7			
C.3	Dismantling of LT 0.03 sq. mm weasel ACSR conductor(Four Wire), rebundling and transportation to the office store safely	km	7			
C.4	Consumer service wire re-connection from pole up to the service encloser i.e. meter box with proper tension & transportation is included	Nos	300			
D. HT/LT Line maintainance, Location :- Janakpur City, Yadukoha, Dhanushadham & its Surroundings						
Maintenance of HT/LT Poles with Shifting and Erection including excavation of footing, making pole vertical and placing in footing, ramming back, filling of soil for strengthening, compaction, fitting accessories (Channels and angles) all complete						
D.1	Erection of PSC Pole 8/9m	Nos	68			
D.2	Erection of PSC Pole 11 m	Nos	32			
D.3	Installation Of Stay Set includes digging, laying of stay plate, back filling of soil, ramming to compact & stringing of stay wire all complete	set	28			



D.4	Re-Stringing of HT 0.1 sq. mm Dog Conductor (Three wire) includes rebinding	ACSR	Km	1.1			
D.5	Re-Stringing of HT 0.05 sq. mm rabbit Conductor (Three wire) includes rebinding	ACSR	km	1			
D.6	Re-Stringing of HT 0.03 sq. mm weasel Conductor (Three wire) includes rebinding	ACSR	km	1			
D.7	Re-Stringing of LT 0.1 sq. mm dog Conductor (Four wire) includes rebinding	ACSR	Km	1.2			
D.8	Re-Stringing of LT 0.05sq. Mm rabbit Conductor (Four wire) includes rebinding	ACSR	Km	1.1			
D.9	Re-Stringing of LT 0.03 sq. mm weasel Conductor (Four wire) includes rebinding	ACSR	km	1.1			
D.10	Consumer service wire re-connection from pole up to the service enclosure i.e. meter box with proper tension & transportation is included		Nos	247			
D.11	Transportation of 11 m PSC pole to working site		Nos	32			
D.12	Transportation of 8/9 PSC pole to working site		Nos	68			
E. Work: Transformer Earthing, Location :- Janakpur City, Yadukola, Dhannushadham & its Surroundings							
E.1	Earthing Work including all accessories Complete		set	55			
				Grand total (A+B+C+D+E)			

Note: Unit Price shall include all custom duties and taxes as per prevailing laws/regulations, transportation cost to the final destination and insurance

Amount in words:.....

Name and Seal of the Bidder:.....

Date:

Authorized Signature:



SECTION - VII
General Conditions of Contract



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General Conditions of Contract

A. General	
<p>1. Definitions</p>	<p>1.1 Boldface type is used to identify defined terms.</p> <p>(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder.</p> <p>(d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.</p> <p>(e) Compensation Events are those defined in GCC 42 hereunder.</p> <p>(f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 53.1.</p> <p>(g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.</p> <p>It consists of the documents listed in GCC 2.3 below.</p> <p>(h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>(i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.</p> <p>(j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p> <p>(k) Days are calendar days; months are calendar-months.</p> <p>(l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>(m) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>(o) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.</p> <p>(p) Drawings include calculations and other information</p>



provided or approved by the Project Manager for the execution of the Contract.

- (q) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **SCC**.
- (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (v) **Letter of Intent** is the letter of the Employer expressing his intention to award the contract.
- (w) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.
- (x) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (y) **"Party"** means the Employer or the Contractor, as the context requires.
- (z) **SCC** means Special Conditions of Contract
- (aa) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (bb) The **Project Manager** is the person named in the **SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (cc) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 46.1.
- (dd) The **Site** is the area defined as such in the **SCC**.
- (ee) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.



	<p>(ff) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(gg) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(hh) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(ii) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(jj) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>(kk) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
<p>2. Interpretation</p>	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) Contract Agreement, (b) Letter of Acceptance, (c) Contractor's Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and (i) Any other document listed in the SCC as forming part of the Contract.
<p>3. Language and</p>	<p>3.1 The language of the Contract and the law governing the Contract are</p>



Law	stated in the SCC .
4. Project Manager's Decisions	4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation	5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting	7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. Other Contractors	8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
9. Personnel and Equipment	<p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>
10. Employer's and Contractor's Risk	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the</p>



	<p>Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
12. Contractor's Risks	<p>12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>
13. Insurance	<p>13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) Personal injury or death.</p>
	<p>13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred.</p> <p>13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance</p>



	policies.
14. Site Investigation Reports	14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.
15. Contractor to Construct the Works	15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
16. The Works to Be Completed within intended Completion Date	16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the Completion Date specified in SCC.
17. Design by contractor and Approval by the Project Manager	17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval. 17.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.
18. Safety	18.1 The Contractor shall be responsible for the safety of all activities on the Site.
19. Discoveries	19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22. Instructions, Inspections and Audits	22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located. 22.2 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Sub-Clause 58.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit



	rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.
23. Dispute Settlement	<p>23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator or Dispute Resolution Committee (DRC) by either Party as specified in the SCC within 15 days after the expiration of amicable settlement period.</p>
24. Appointment of the Adjudicator/ DRC Members	<p>24.1 The adjudicator shall be as specified in SCC if identified and agreed by the Employer and the Contractor during the contract agreement. If not identified in the SCC, the adjudicator shall have to be agreed and appointed whenever the dispute arises; by the consensus of the Employer and the Contractor. If the parties cannot reach an agreement on the appointment of the Adjudicator, either party may request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.</p> <p>24.2 DRC shall be formed which comprise of three members. Each Party shall appoint one member each and the third member who shall act as the Chairman shall be appointed by the two members appointed by the Parties.</p>
25 Procedures for Disputes	<p>25.1 If a dispute is referred to the Adjudicator or the DRC then the adjudicator or the DRC shall give a decision in writing within 30 days of receipt of a reference of the dispute.</p> <p>25.2 Either party may refer a decision of the Adjudicator or DRC to an Arbitrator within 30 days of the Adjudicator's or DRC's written decision. If either party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRC's decision shall be final and binding.</p> <p>25.3 The Adjudicator or the DRC Members shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Contractor, whatever decision is reached by the Adjudicator or DRC. Either party may refer a decision of the Adjudicator or DRC to an Arbitrator within 30 days of the Adjudicator's or DRC's written decision. If either party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRC's decision shall be final and binding.</p> <p>25.4 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC.</p>



B. Time Control	
26. Program	<p>26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.</p> <p>26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p>
27. Extension of the Intended Completion Date	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>
28. Acceleration	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>28.2 If the Contractor's priced proposals for acceleration are accepted by</p>



	the Employer, they are incorporated in the Contract Price and treated as a Variation.
29. Delays Ordered by the Project Manager	29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
30. Management Meetings	<p>30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
31. Early Warning	<p>31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>
C. Quality Control	
32. Identifying Defects	32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
33. Tests	33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
34. Correction of Defects	<p>34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice of a Defect is given, the Contractor shall</p>



	correct the notified Defect within the length of time specified by the Project Manager's notice.
35. Uncorrected Defects	35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
D. Cost Control	
36. Contract Price	<p>36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.</p> <p>36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.</p>
37. Changes in the Contract Price	<p>37.1 In the case of an Unit Rate contract:</p> <p>(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item</p> <p>by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.</p> <p>(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p> <p>37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.</p>
38. Variations	<p>38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.</p> <p>38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p>



	<p>38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p>
<p>39. Cash Flow Forecasts</p>	<p>39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include as defined in the Contract in Nepalese Rupees.</p>





40. Payment Certificates	<p>40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise:</p> <ul style="list-style-type: none">(a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule. <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>
41. Payments	<p>41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing.</p> <p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
42. Compensation Events	<p>42.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none">(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.(c) The Project Manager orders a delay or does not issue



	<p>Drawings, Specifications, or instructions required for execution of the Works on time.</p> <p>(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</p> <p>(e) The Project Manager unreasonably does not approve a subcontract to be let.</p> <p>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</p> <p>(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</p> <p>(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</p> <p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p>
43. Tax	<p>43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the</p>



	amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.
44. Currency	44.1 The currency of Contracts shall be Nepalese Rupees.
45. Price Adjustment	<p>45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.</p> <p>45.2 Adjustment Formulate¹: "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:</p> $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$ <p>Where:</p> <p>pn is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41;</p> <p>A is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;²</p> <p>b, c, d, etc., coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC;</p> <p>Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "n," determined pursuant to Sub-Clause 45.4, applicable to each cost element; and</p> <p>Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4</p>
	45.3 Sources of Indices and Weightings: The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with

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

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



	<p>his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager.</p> <p>45.4 Base, Current and Provisional Indices: The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p> <p>45.5 Adjustment after Completion: “ If the Contractor fails to complete the Works within the time for completion prescribed under Clauses 1.1 (u), adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 27, the above provision shall apply only to adjustments made after the expiry of such extension of time.”</p> <p>45.6 Weightings: The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason.</p> <p>45.7 Subsequent Legislation: If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to any National Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2</p>
	<p>45.8 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas:</p>



	<p>For unexpected increase in price $P = [R_1 - (R_0 \times 1.10)] \times Q$ For unexpected decrease in price P $= [R_1 - (R_0 \times 0.90)] \times Q$ Where: “P” is price adjustment amount “R₁” is the present price of the construction material (Source of indices shall be those listed in the Bidding forms) “R₀” is the base price of the construction material “Q” is quantity of the construction material consumed in construction during the period of price adjustment consideration If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms-Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC.. 45.9 The Price Adjustment amount shall be limited to a maximum of 25% the initial Contract Amount as specified in the SCC. 45.10 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract or a Fixed Budget Contract.</p>
46. Retention	<p>46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works. 46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns . On completion of the whole works, the Contractor may substitute retention money with an “on demand” bank guarantee.</p>
47. Liquidated Damages	<p>47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages</p>



	<p>shall not affect the Contractor's liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC.41.1</p>
48. Bonus	<p>48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>
49. Advance Payment	<p>49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p>
	<p>49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>49.3 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.</p>
50. Securities	<p>50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a 'A' class commercial bank acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.</p> <p>50.2 The performance security issued by any foreign Bank outside</p>



	Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.
51. Day works	<p>51.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.</p>
52. Cost of Repairs	52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
E. Finishing the Contract	
53. Completion	53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
54. Taking Over	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. Final Account	55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
56. Operating and Maintenance Manuals	<p>56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p>
57. Termination	57.1 The Employer or the Contractor may terminate the Contract if the



	<p>other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ul style="list-style-type: none">(a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate;(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;(f) the Contractor does not maintain a Security, which is required; and(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1. <p>57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
<p>58. Fraud and Corruption</p>	<p>58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by the Employer].</p> <p>58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.</p>



	<p>58.3 Without prejudice to any other rights of the Employer under this Contract, GoN may blacklist the Contractor for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Contractor:</p> <p>(a) If it is established that the Contractor has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract.</p> <p>For the purposes of this Sub-Clause;</p> <p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.</p> <p>(ii) “fraudulent practice”⁸ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”¹⁰ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the GON’s/DP’s inspection and audit rights provided for under Sub-Clause 22.2.</p>
<p>59. Black Listing</p>	<p>59.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder.</p> <p>(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</p>
<p>60. Payment upon</p>	<p>61.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a</p>



<p>Termination</p>	<p>certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>61.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for</p>
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8a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

9“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

10a “party” refers to a participant in the procurement process or contract execution.

	<p>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.</p>
<p>61. Property</p>	<p>62.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.</p>
<p>62. Release from Performance</p>	<p>63.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>
<p>63. Suspension of DP Loan/Credit/Grant</p>	<p>63.1 In the event that the Donor Agency suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made:</p> <ul style="list-style-type: none"> a. the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Donor Agency’s suspension notice; and b. if the Contractor has not received sums due him within the 30 days for payment provided for in Sub-Clause 41.1, the Contractor may immediately issue a 15-day termination notice.
<p>64. Project Manager’s Duties and</p>	<p>64.1 The Project Manager’s duties and authorities are restricted to the extent as stated in the SCC.</p>



Authorities	
65. Quarries and Spoil Dumps	65.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
66. Local Taxation	66.1 The prices tendered by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.
67. Value Added Tax	67.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.
68. Income Taxes on Staff	68.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations. 68.2 The issue of the Final Account Certificate pursuant to clause 55 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.
69. Duties, Taxes and Royalties	69.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor. 69.2 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever



	<p>possible.</p> <p>69.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the local District Development Committee (DDC) as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DDC.</p>
70. Member of Government, etc, not Personally Liable	<p>70.1 No member or officer of GoN or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.</p>
71. Approval of Use of Explosives	<p>71.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.</p>
72. Compliance with Regulations for Explosives	<p>72.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.</p>
73. Permission for Blasting	<p>73.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.</p>
74. Records of Explosives	<p>74.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Project Manager.</p>
75. Traffic Diversion	<p>75.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the</p>



SECTION VII, GENERAL CONDITIONS OF CONTRACT

	Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.
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SECTION VIII

SPECIAL CONDITIONS OF CONTRACT



SECTION VIII, SPECIAL CONDITIONS OF CONTRACT



GCC 1.1 (q)	The Employer is (insert name)										
GCC 1.1 (u)	<p>The Intended Completion Date for the whole of the Works shall be 12 (twelve) months from the date of Contract effectiveness.</p> <p>The date of Contract Effectiveness upon which the period until the Time for Completion of the Facilities shall be counted from, is the date when all of the following conditions have been fulfilled:</p> <ul style="list-style-type: none"> (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee; (c) The Employer has paid the Contractor the advance payment <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p> <p>Despite whatsoever stated above, the Time for Completion of the Facilities shall, at the latest, be counted down from 45 days from the date of Signing of this Contract Agreement.</p>										
GCCs 1.1 (aa) & 4.1	The Project Manager is (insert name). The Project Manager and Engineer are synonyms.										
GCC 1.1 (cc)	The Site is located (insert location name).										
GCC 1.1 (ff)	The Start Date shall be Contract effectiveness date.										
GCC 1.1 (jj)	The Works consist of Supply, Delivery, Installation / Erection, Testing and Commissioning of 11 kV Distribution Line as specified in the Works Requirements, Section V and Bill of Quantities, Section VI of the Bidding Document.										
GCC 2.2	Sectional Completions are not applicable.										
GCC 2.3(i)	The following document shall be part of the Contract: Minutes of Meetings/Contract Negotiation.										
GCC 3.1	The language of the contract is English/Nepali. The law that applies to the Contract is the law of NEPAL.										
GCC 8.1	The schedule of other Contractors: shall be provided during Contract signing.										
GCC 13.1	<p>The minimum insurance covers shall be:</p> <p>(a) <u>Cargo Insurance</u> Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.</p> <table border="0"> <thead> <tr> <th><u>Amount</u></th> <th><u>Deductible limits</u></th> <th><u>Parties insured</u></th> <th><u>From</u></th> <th><u>To</u></th> </tr> </thead> <tbody> <tr> <td>110% of Contract Amount</td> <td>(*)</td> <td>Contractor</td> <td>Dispatch Certificate</td> <td>Arrival to Site</td> </tr> </tbody> </table>	<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>	110% of Contract Amount	(*)	Contractor	Dispatch Certificate	Arrival to Site
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110% of Contract Amount	(*)	Contractor	Dispatch Certificate	Arrival to Site							



SECTION VIII, SPECIAL CONDITIONS OF CONTRACT

	<p>(*) Excess 5% of claimed amount subject to minimum of NRs 20,000 for normal and NRs 80,000 for act of God/major perils and collapse.</p> <p>(b) <u>Installation All Risks Insurance</u> Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.</p>																																			
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GCC 13.1	<p>(d) <u>Automobile Liability Insurance</u> Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.</p> <p>(e) <u>Workers' Compensation</u> In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.</p> <p>(f) <u>Employer's Liability</u> In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.</p> <p>(g) <u>Other Insurances</u> The Contractor is also required to take out and maintain at its own cost the following insurances: <u>Details: None</u></p> <table border="1"> <thead> <tr> <th><u>Amount</u></th> <th><u>Deductible limits</u></th> <th><u>Parties insured</u></th> <th><u>From</u></th> <th><u>To</u></th> </tr> </thead> <tbody> </tbody> </table>	<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>																														
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GCC 13.1	The Employer shall be named as co-insured under all insurance policies taken out by the																																			



SECTION VIII, SPECIAL CONDITIONS OF CONTRACT

	<p>Contractor except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured's under all insurance policies taken out by the Contractor, except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies.</p> <p>The minimum cover for personal injury or death insurance shall, however, be not less than as per requirements of the Labour Act of Nepal.</p>
GCC 14.1	Site Investigation Reports are: to be submitted by the Contractor.
GCC 16.1	The completion date shall be as per SCC Clause GCC 1.1 (u).
GCC 17.1	The following shall be designed by the Contractor: as applicable
GCC 20.1	The Site Possession Date(s) shall be: as agreed during Contract signing.
GCC 23.2	A dispute of the procurement contract having contract price valuing up to one hundred million Rupees shall be resolved by the adjudicator and a dispute of the procurement contract having contract price more than that shall be resolved by a three-member dispute resolution committee.
GCC 24.1	Appointing Authority for the Adjudicator: <i>Nepal Council of Arbitration (NEPCA)</i> .
GCC 24.2	<p>If the DRC members are identified and agreed during the contract agreement, name of the DRC Members shall be named at that time. If not identified, the DRC Members shall have to be agreed and appointed whenever the dispute arises.</p> <p>Appointing Authority for the DRC members: <i>Nepal Council of Arbitration (NEPCA)</i>.</p>
GCC 25.2	The Adjudicator/DRC Members shall be paid by the hour at the rate of: As agreed during formation of DRB
GCC 25.3	The place of arbitration shall be: Kathmandu, Nepal.
GCC 26.1	The Contractor shall submit for approval a Program for the Works within thirty (30) days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is sixty (60) days.</p> <p>The amount to be withheld for late submission of an updated Program is: all due bills.</p>
	<p>Add following before Clause 32.1</p> <ol style="list-style-type: none">1. The Employer or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Employer. Technical Specifications specified in Section V, Works Requirements shall specify what inspections and tests the Employer requires and where they are to be conducted. The Contractor is required to notify the inspection/tests date to the Employer at least two weeks earlier. The Employer shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.2. The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s) or it's Manufacturer, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Contractor or its subcontractor(s) or its manufacturer, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer.3. Should any inspected or tested Goods fail to conform to the Specifications, the Employer may reject the Goods, and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the

SECTION VIII, SPECIAL CONDITIONS OF CONTRACT



	<p>Employer.</p> <p>4. The Employer's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Nepal shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Employer or its representative prior to the Goods' shipment from the country of origin.</p> <p>5. Nothing in Clauses here above shall in any way release the Contractor from any warranty or other obligations under this Contract.</p> <p>6. Goods specified in Clause 1.4.1, Chapter 3, Section V, Works Requirements shall be subject to inspection and tests at the manufacturer's works. The employer may, at its sole discretion, waive the inspection and tests for other minor items; however, the Contractor shall produce the tests certificates of those items before the Employer for the same.</p> <p>7. The Employer, at its discretion, may depute third party to witness the inspection and tests at the manufacturer's works.</p>
GCC 27	<p>Add this new sub-clause:</p> <p>If the contractor intends to apply for an extension of the Time for Completion, the Contractor shall give notice to the Employer's Representative of such intention as soon as possible and in any event within 14 days of the start of the event giving rise to the delay. Within 28 days of the start of the event giving rise to the delay, the Contractor shall submit full supporting details of his application.</p>
GCC 34.1	The Defects Liability Period is: 365 days.
GCC 45.1	Price adjustment is not applicable.
GCC 37.1 (d)	<p>Add this new sub-clause:</p> <p>The quantities entered in the Price Schedule are only estimated quantities. After detailed site investigation and design, the Contractor shall prepare a final Price Schedule within 3 months from the date of Contract Signing and submit to the Project Manager for approval.</p> <p>The Contractor shall agree to make no claims for anticipated profit or alleged losses because of any difference between the quantities actually furnished and erected and the estimated quantities in the Contract.</p> <p>NEA reserves the right at the time of award of contract or within six months from the effective date of contract to increase or decrease the quantities of the Bill of Quantities by up to fifteen percent (15%) of the contract price. Taking this into consideration, the Bidder shall present a fairly balanced price on Bill of Quantities.</p>
GCC 41	<p>Delete sub-clauses 41.1, 41.2 and 41.3 and replace with the following,</p> <p><u>A. General</u></p> <p>Payment for plant & equipment, materials, insurance, clearing, forwarding and transportation up to site, construction and installations shall be made only in local currency, i.e. in Nepali Rupees. For this Bid there is no provision for L/C opening. The payment shall be made in the following manner:</p> <p><u>B. Advance Payment</u></p> <p>Up to 10 % (Ten percent) of total Contract price may be payable against unconditional bank</p>



	<p>guarantee issued by A class commercial bank in two installments as follows:</p> <ol style="list-style-type: none"> 1. 5% after the signing of agreement for the mobilization of contractor's team at the site. 2. The remaining 5 % is conditional and shall be payable to the contractor if and only if the contractor submits pre construction survey (PCS) report, structural data sheet (SDS) and final BOQ for approval strictly within the work schedule which shall be finalized during contract agreement. No additional mobilization is paid for delayed PCS Report. <p>The advance payment shall be deducted in proportion to each and every running bill submitted by the contractor. The advance bank guarantee shall be made valid up to the entire contract period.</p> <p><u>C. Progress Payments</u></p> <ol style="list-style-type: none"> i. Payments to the Contractor for progress payments shall be made by the Employer to the Contractor within reasonable time after receipt of invoices. ii. Payments to be made to the Contractor by the Employer other than progress payments shall be made in accordance with the relevant clauses governing each type of payment. iii. All payments to the Contractor for work performed under the Contract shall be in Nepalese Rupees in accordance with supply & delivery and erection (construction & installation) items unit prices pursuant to the Bill of Quantities/Price Schedules. <p><u>Supply & Delivery:</u></p> <p>The Employer shall not make any payment against materials delivered at sites. Progress payment for supply and delivery shall be made only after the materials are erected/installed at site in the proportion they are installed as per Bill of Quantities/Price Schedules. The invoices shall include following documents:</p> <ul style="list-style-type: none"> - Inspection reports - Bill of lading/truck receipt - Original insurance policy in the joint name of Employer and Contractor <p><u>Erection (Construction & Installation):</u></p> <ol style="list-style-type: none"> i. Payments shall be made adhering to actual measurements at site strictly. For any variations in quantity the unit rate of the bid shall prevail. ii. Progress Payment shall be made only after the completion of work under any construction unit complete as mentioned in Bill of Quantities as per standard drawing, specifications and as directed by the Project Manager. <p>TDS as per prevailing rules shall be deducted from the amount payable, shall be deposited by Employer in relevant Inland Revenue Office.</p>
GCC 42.1	Delete sub-clause 42.1 (e), (f), (g) & (i)
GCC 43	Delete sub-clause 43.1 and replace with the following:



1. In the country of Origin

The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

2. In Nepal

General:

- (a) Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 28 days prior to the closing date for submission of bids in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract. Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract.
- (b) Value Added Tax (VAT): if not included in the costs while submitting bids by the Contractor, sub contractor or its nominated sub contractor, shall be eligible for refund on all imported equipment and materials to be supplied and delivered exclusively for use in the Project.

Staff Income Tax:

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

Duties on Equipment, Plant, Materials and Supplies:

- (a) Income tax assessed in accordance with the prevailing Income Tax Act of Nepal and as per the provision of any specific Double Taxation Agreement, shall be imposed on the Contractor, its sub-contractors and nominated sub- contractors. An advance income tax as per the prevailing income Tax Act and Finance Act shall be deducted from the monthly progress payment of the Contractor.
- (b) The Contractor shall pay all duties, taxes, fees and contributions levied in Nepal in Nepalese Rupees as directed by the relevant governmental department or office, or any other local statutory agency or body in accordance with the relevant rules and regulations.
- (c) The provisions of this clause shall apply equally to subcontractors or nominated subcontractors of the Contractor employed for the Works.
- (d) The Contractor and any subcontractors or nominated subcontractors employed on the Works, shall be required to get registered with the Inland Revenue



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	<p>Department (IRD) for the purpose of the Contract, which shall be undertaken within 28 days after signing of the Contract Agreement. The Contractor, sub-contractor or the nominated subcontractor shall submit Certified copies of the Registration Certificate(s) to the Project Manager within 14 days of registration.</p> <p>(e) Other local fees and charges (toll taxes) shall be applied in accordance with the prevailing laws and regulations of Nepal.</p> <p>The Contractor shall pay all applicable customs & taxes. Locally available goods, construction materials including fuel, lubricating oil, cement, timber, iron and steel goods, etc. shall be procured locally. All taxes for such goods procured from the local market shall be included in the Contract Rates and Prices and no reimbursement or payment in that respect shall be made to the Contractor.</p>
GCC 45	This is firm price contract and price adjustment is not applicable. Delete the Clause 45.1 to 45.10
GCC 46.1	The proportion of payments retained is five (5) percent of each invoice of the contract amount.
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is ten (10) percent of the Contract Price.
GCC 48.1	Delete this Clause.
GCC 49.1	The advance payment shall be ten percent (10%) of the initial Contract price excluding the provisional sums, day works and VAT and shall be made to the Contractor as per SCC Clause GCC 41 above.
GCC 49.3	The advance payment shall be recovered as follows: Deduction shall be at the rate of 10% of the respective invoices until such time as the advance payment has been repaid.
GCC 50.1	<p>The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Five percent (5%) (Clause ITB 38.1) and an additional amount of 8% of the Contract price if the Employer has increased the Performance Security amount pursuant to ITB Sub Clause ITB 32.5.</p> <p>The standard form(s) of Performance Security acceptable to the Employer shall be "an Unconditional Bank Guarantee from A class commercial bank" acceptable to the Employer in the format presented in Section IX, Contract Forms of the Bidding Documents.</p>
GCC 56.1	<p>The date by which operating and maintenance manuals are required is: Prior to the issuance of the Certificate of Completion.</p> <p>The date by which "as built" drawings is required is: Prior to Completion Certificate.</p> <p>Moreover, should any change is required in the "as built" drawings because of rectification of any defects within the Defects Liability Period, such changes shall be incorporated and "as built" drawings shall be updated accordingly before issuance of the Final Acceptance Certificate.</p>
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals is full value of final (last) invoice.



SECTION VIII, SPECIAL CONDITIONS OF CONTRACT

GCC 57.2 (g)	The maximum number of days is in consistence with Clause 47.1 of liquidated damages.
GCC 61.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 50%.
GCC 63	<p>The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions:</p> <ul style="list-style-type: none">a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7;b. Certifying additional costs determined under General Conditions of Contract Clause 42;c. Determining start date under General Conditions of Contract Clause 1;d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 27;e. Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Engineer; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property.f. Adjustment of rates under General Conditions of Contract Clause 37;g. Certifying additional cost determined under Clause 45.



SECTION IX

CONTRACT FORMS





Letter of Intent

[on letterhead paper of the Employer]

Date: ...

To: ... name and address of the Contractor ...

Subject: ... Issuance of letter of intent to award the contract ...

This is to notify you that, it is our intention to award the contract ... [insert date] ... for execution of the ... [insert name of the contract and identification number, as given in the Contract Data/SCC] to you as your bid price ... [insert amount in figures and words in Nepalese Rupees] as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name: ...

Title:

CC:

[Insert name and address of all other Bidders, who submitted the bid]





Letter of Acceptance

[on letterhead paper of the Employer]

Date: ...

To: name and address of the Contractor ...

Subject: Notification of Award

This is to notify that your Bid dated date for execution of the ... name of the contract and identification number, as given in the Contract Data/SCC for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of the Bidding Document.

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

Authorized Signature:

Name and Title of Signatory:



Contract Agreement

THIS AGREEMENT made the ... day of ..., between
... name of the Employer(hereinafter “the
Employer”), of the one part, and name of the Contractor
(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as name of the
Contract should be executed by the Contractor, and has accepted a Bid by the
Contractor for the execution and completion of these Works and the remedying of any
defects 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) Bidding Forms -Table of Price Adjustment Data
 - (k).....[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.



SECTION IX, CONTRACT FORMS

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

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

Witness, Name, Signature, Address, Date

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)



Advance Payment Security (On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: ... Name and Address of Employer ...

Date:

Advance Payment Guarantee No.: ...

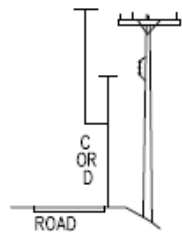
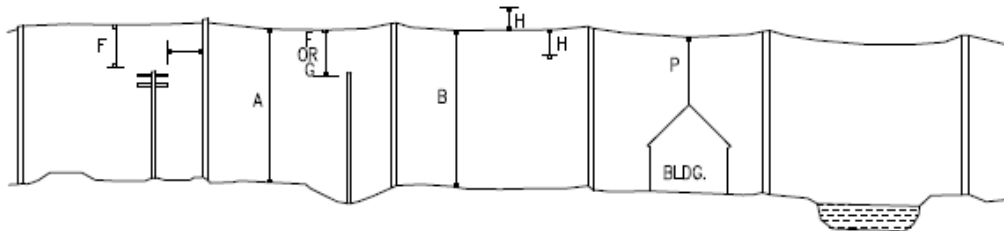
We have been informed that ... *name of the Contractor* ... (hereinafter called "the Contractor") has entered into Contract No. ... *reference number of the Contract* ... dated ... with you, for the execution of ... *name of contract and brief description of Works* ... (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . *name of the currency and amount in figures...* (... *amount in words* ...) . is to be made against an advance payment At the request of the Contractor, we ... *name of the Bank* ... hereby irrevocably undertake to guarantee. pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures...* (... *amount in words* ...) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

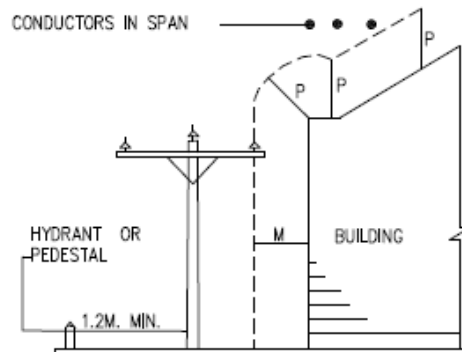
It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number ... *Contractor's account number* ... at *name and address of the Bank*

This guarantee shall expire on the ... day of 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)



POLES ADJACENT TO ROADS



MINIMUM CLEARANCE FROM BUILDINGS

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

* Exclusive

** Inclusive

LOCATION(S)	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 wdl, P	230/400 V	3.00

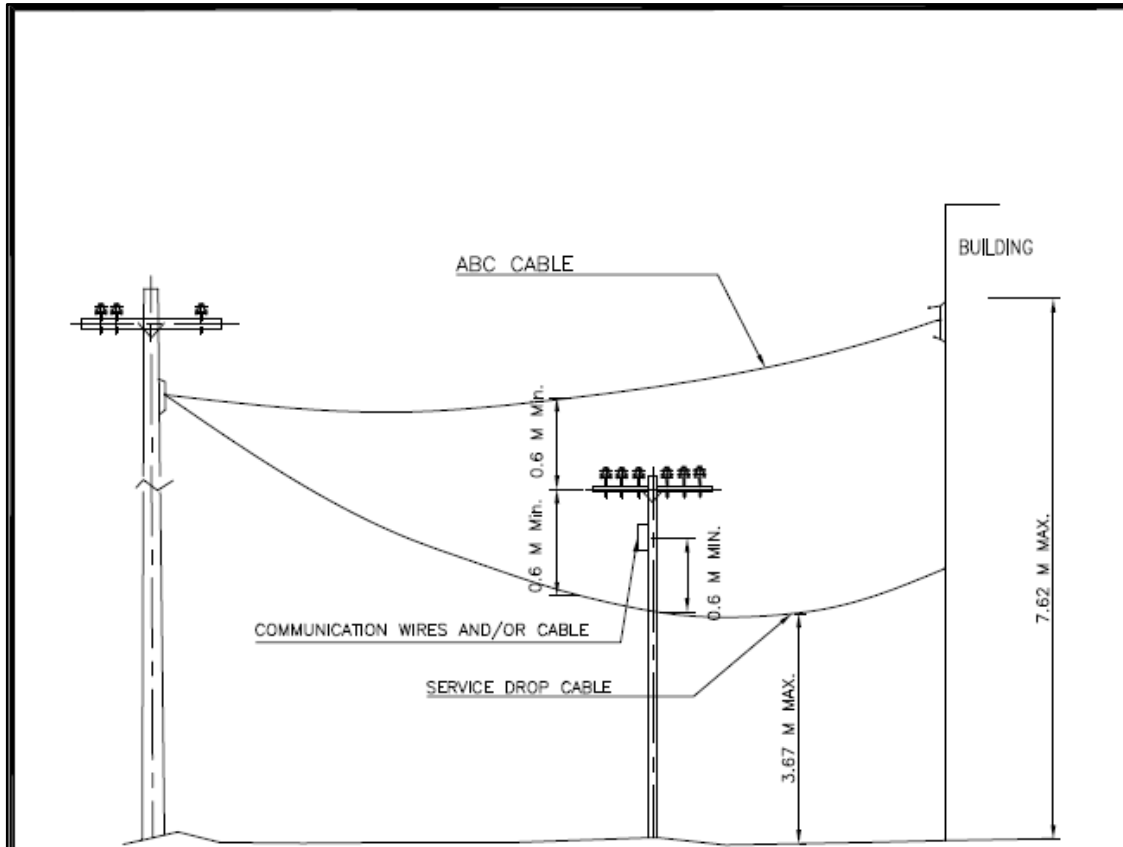
CLEARANCE M ALSO SPECIFIED
HORIZONTAL CLEARANCE FROM
BALCONIES.

Note: While maintaining the above mentioned distances, the maximum deflection due to air swing shall also be calculated.

Drawing
CSG-Clr-01

Conductor Clearance

NEPAL ELECTRICITY AUTHORITY
Community Rural Electrification Department



SERVICE DROP

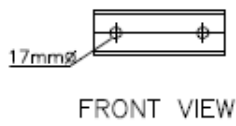
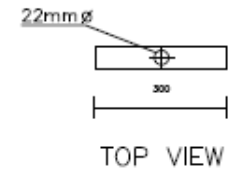
Install service over communication facilities where practical and attach to pole when available; otherwise cross under communication facilities; with proper clearance.

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

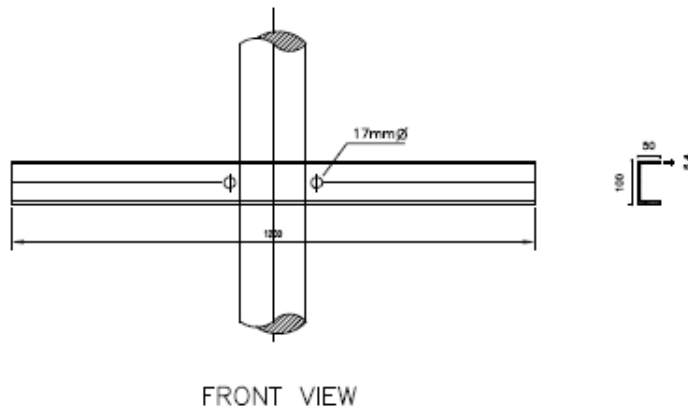
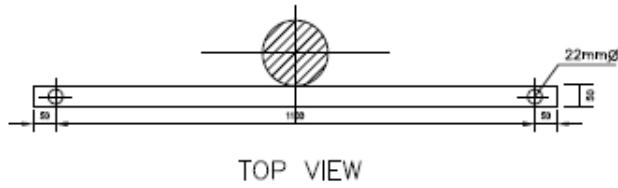
Drawing CSG-CLR-02	Conductor Clearance	NEPAL ELECTRICITY AUTHORITY Community Rural Electrification Department
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POLE TOP CROSS ARM



STANDARD CROSS ARM

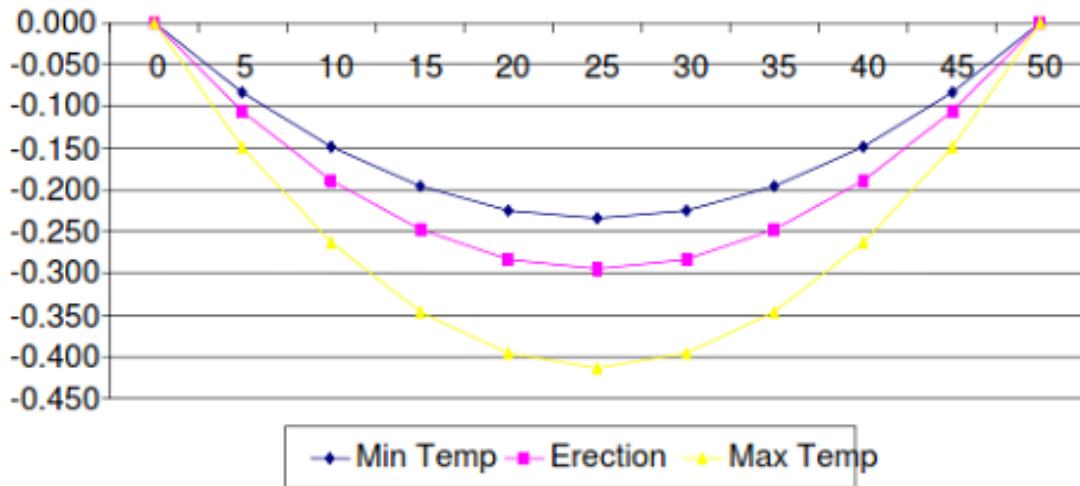


LOCATION OF HOLES TO BE CONFIRMED PRIOR TO MANUF.

<p>Drawing CS11-LM-01</p>	<p>Standard Crossarm 11 kV Single Pole Structure</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Cosumer Services</p>
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**Sag template for 50m span
(ABC 95mm² Conductor)**

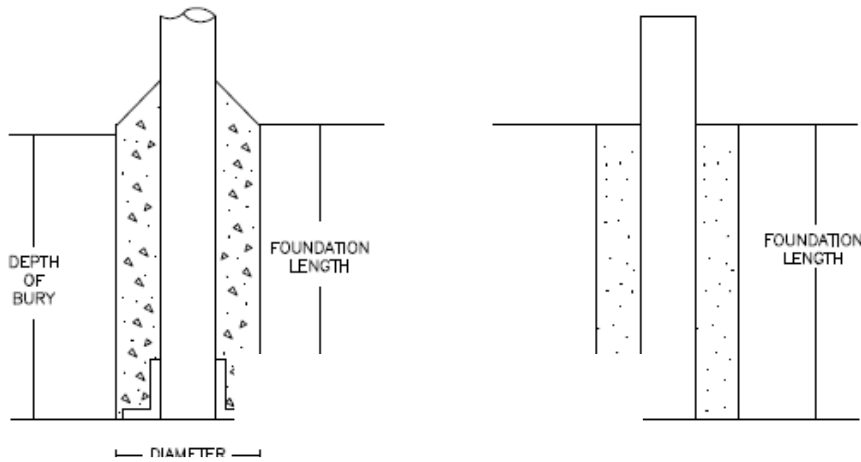


<p align="center">Drawing CSG-SAG-15</p>	<p align="center">ABC-SAG CHART 95 SQ MM</p>	<p align="center">NEPAL ELECTRICITY AUTHORITY Technical Services / Commercial Department Distribution and Consumer Services</p>
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POLE LENGTH (m.)	DEPTH OF BURIAL (m.)	FOUNDATION LENGTH (m.)	SOIL CLASS - Kg./Sq. mm.						
			0.5	0.75	1.0	2.0	3.0	4.0	5.0
			FOUNDATION DIAMETER - mm.						
9	1.5	1.6	1050	860	750	530	430	N/R	N/R
11	1.8	1.9	1090	880	760	540	440	N/R	N/R

N/R = NOT REQUIRED



FC
CO
1
2
3

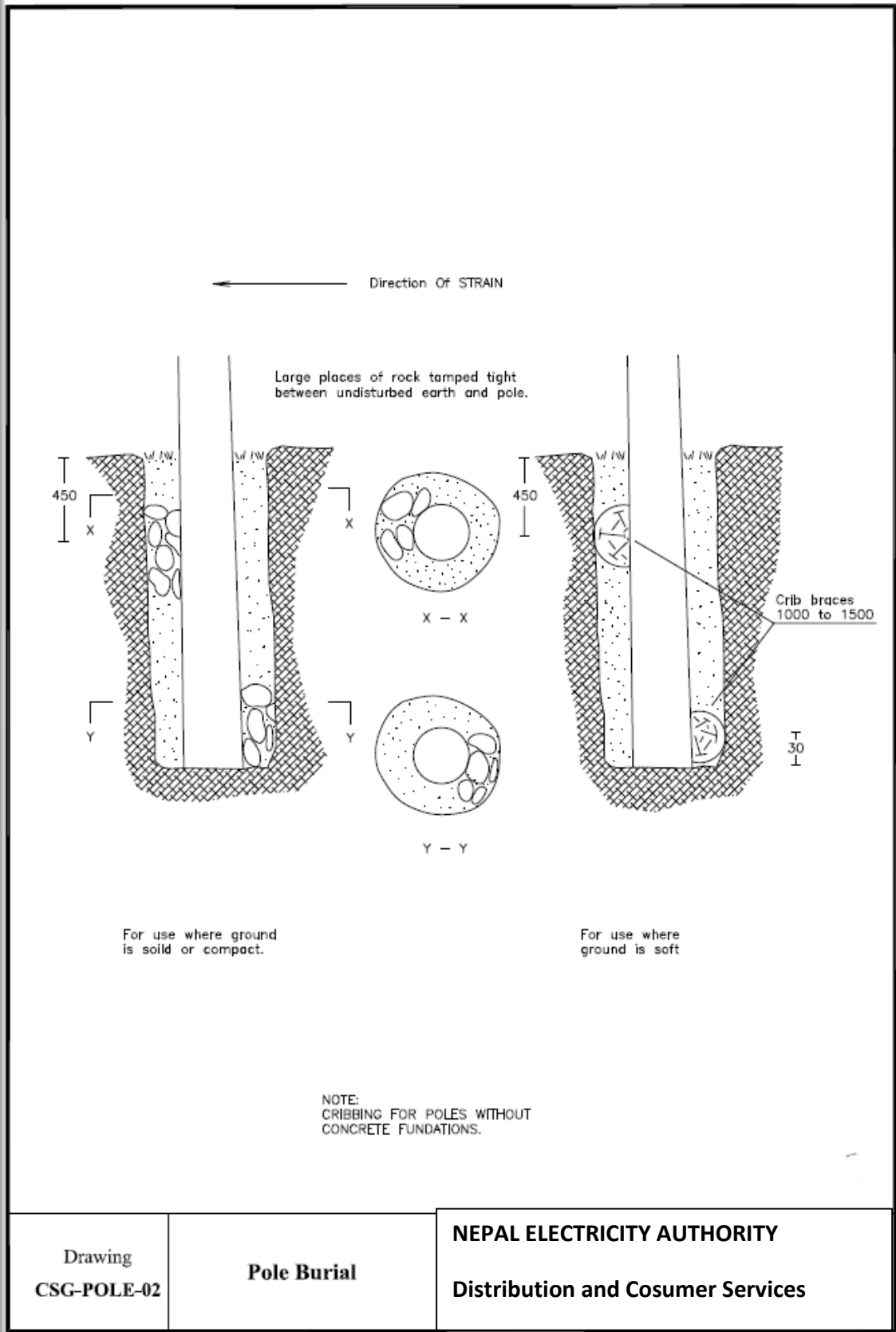
Note: 1
shall be 0.4 m more than that i

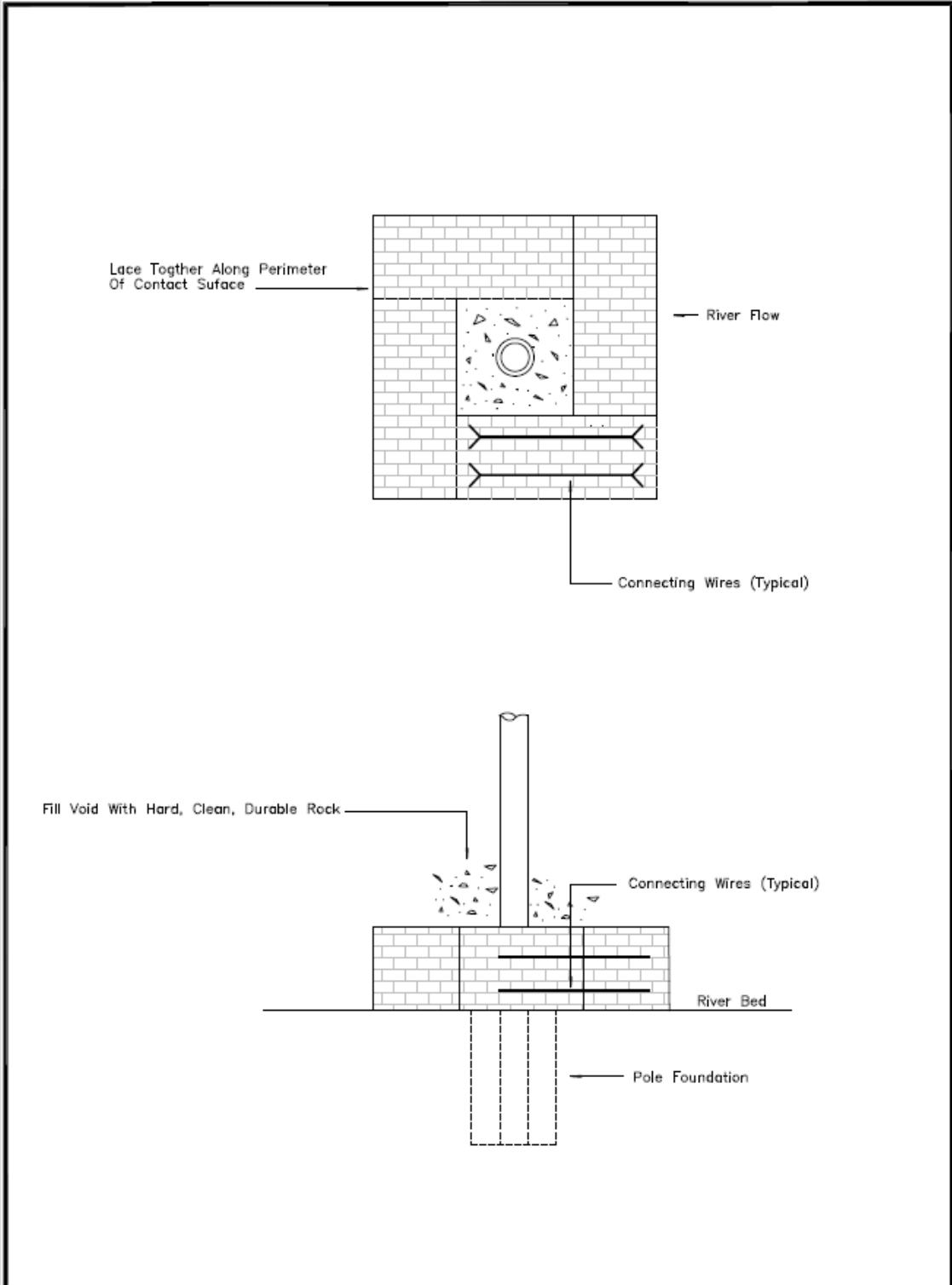
Drawing
CSG-POLE-01

Pole Setting

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services

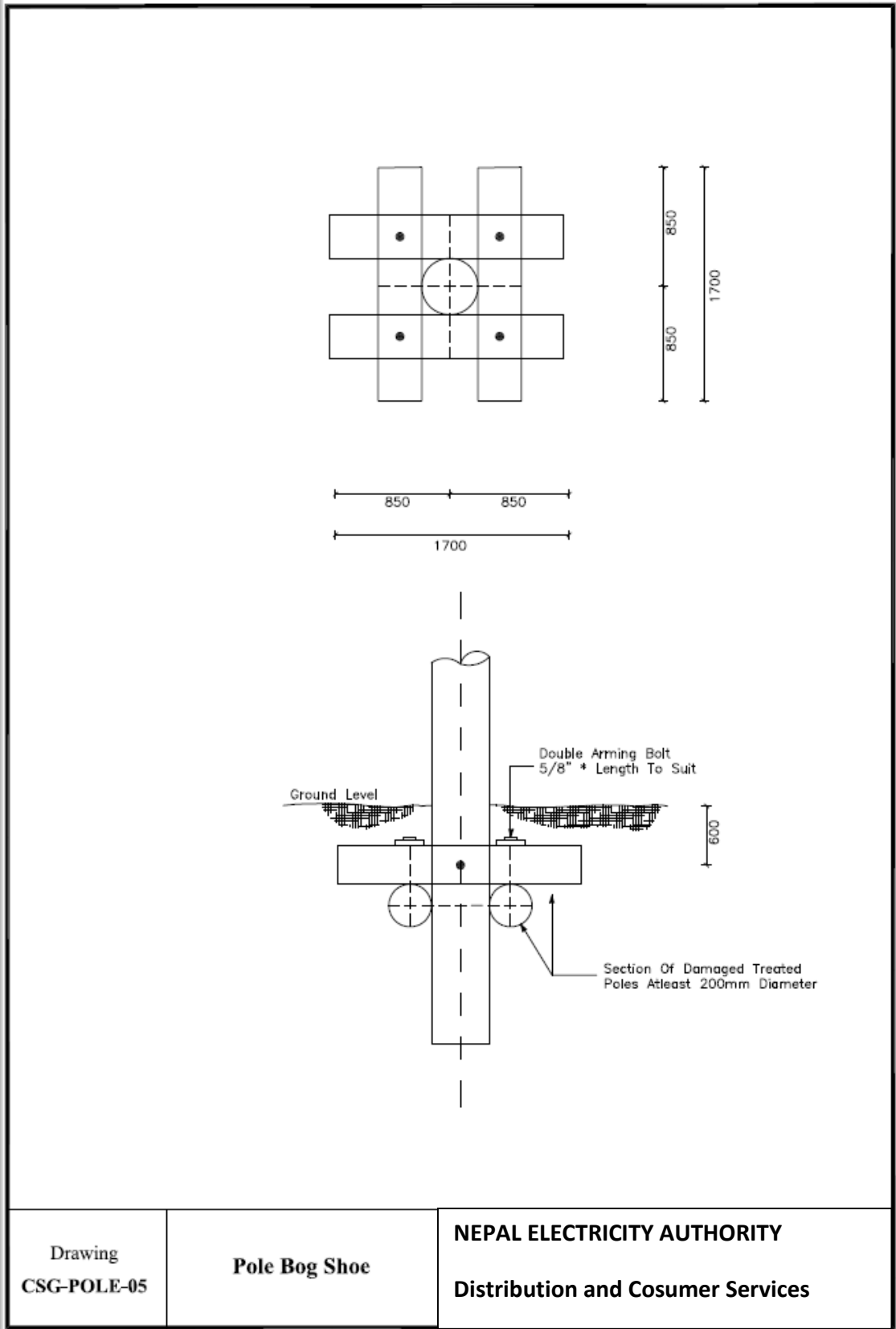






<p>Drawing CSG-POLE-03</p>	<p>Pole Protection in Shallow River Beds</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Cosumer Services</p>
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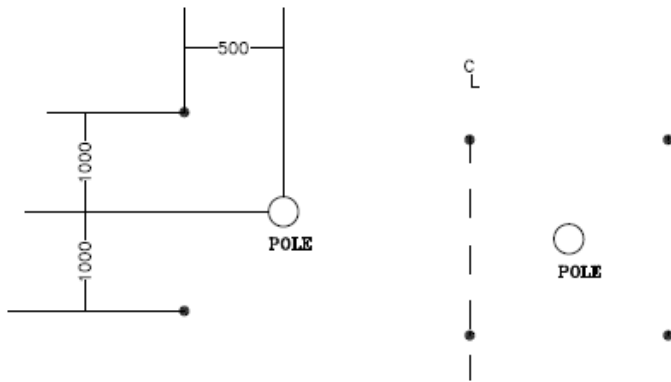
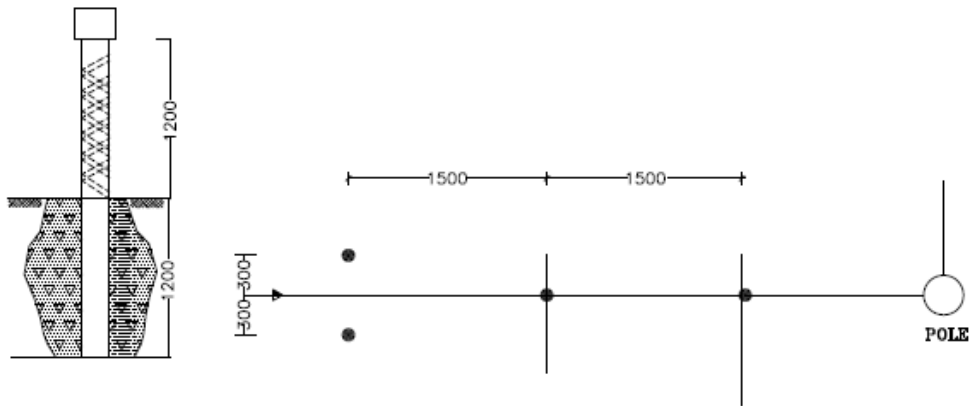


Drawing
CSG-POLE-05

Pole Bog Shoe

NEPAL ELECTRICITY AUTHORITY
Distribution and Cosumer Services

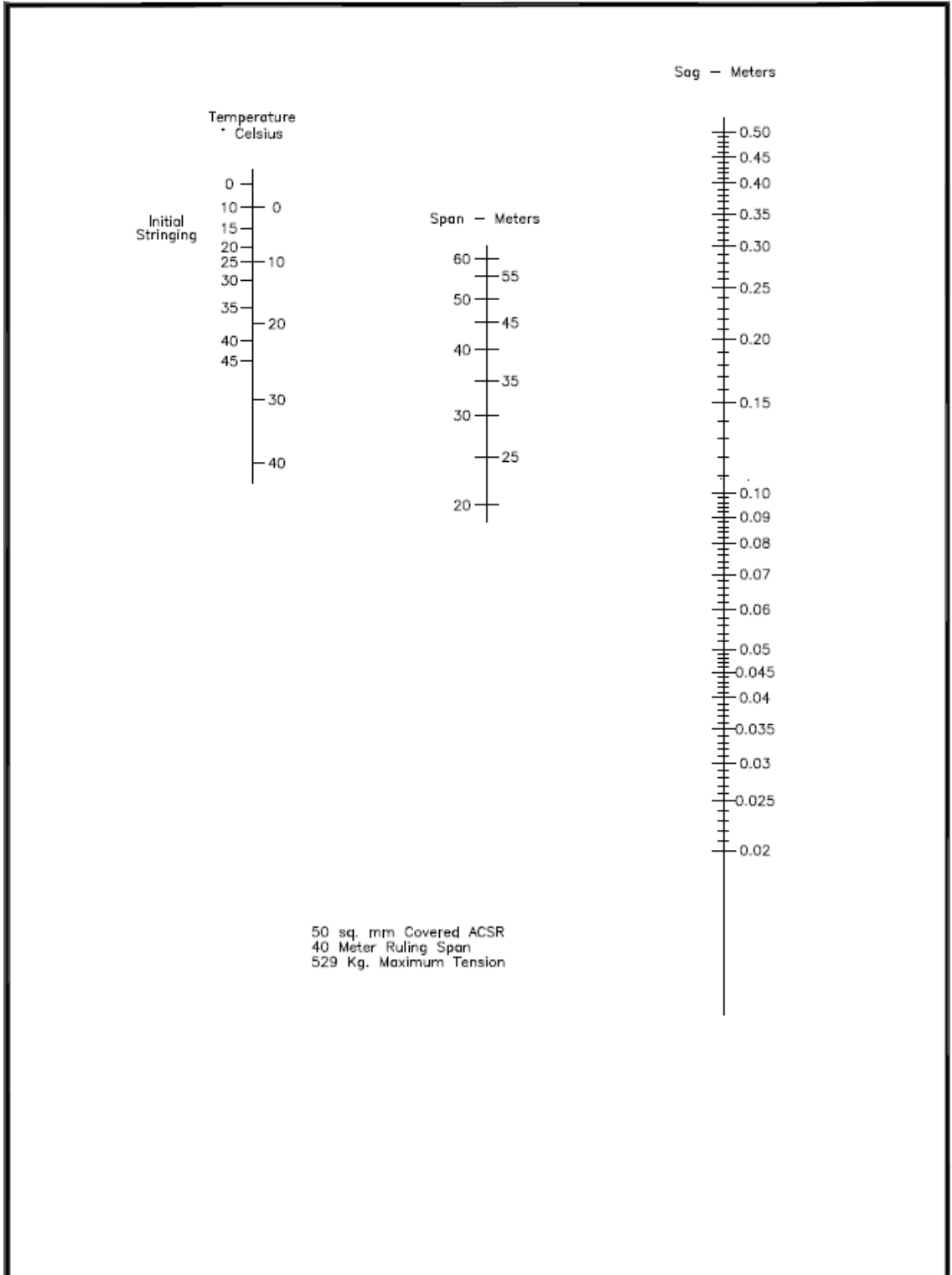




Transformer Structure

<p>Drawing CSG-POLE-06</p>	<p>Protective Barrier</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Cosumer Services</p>
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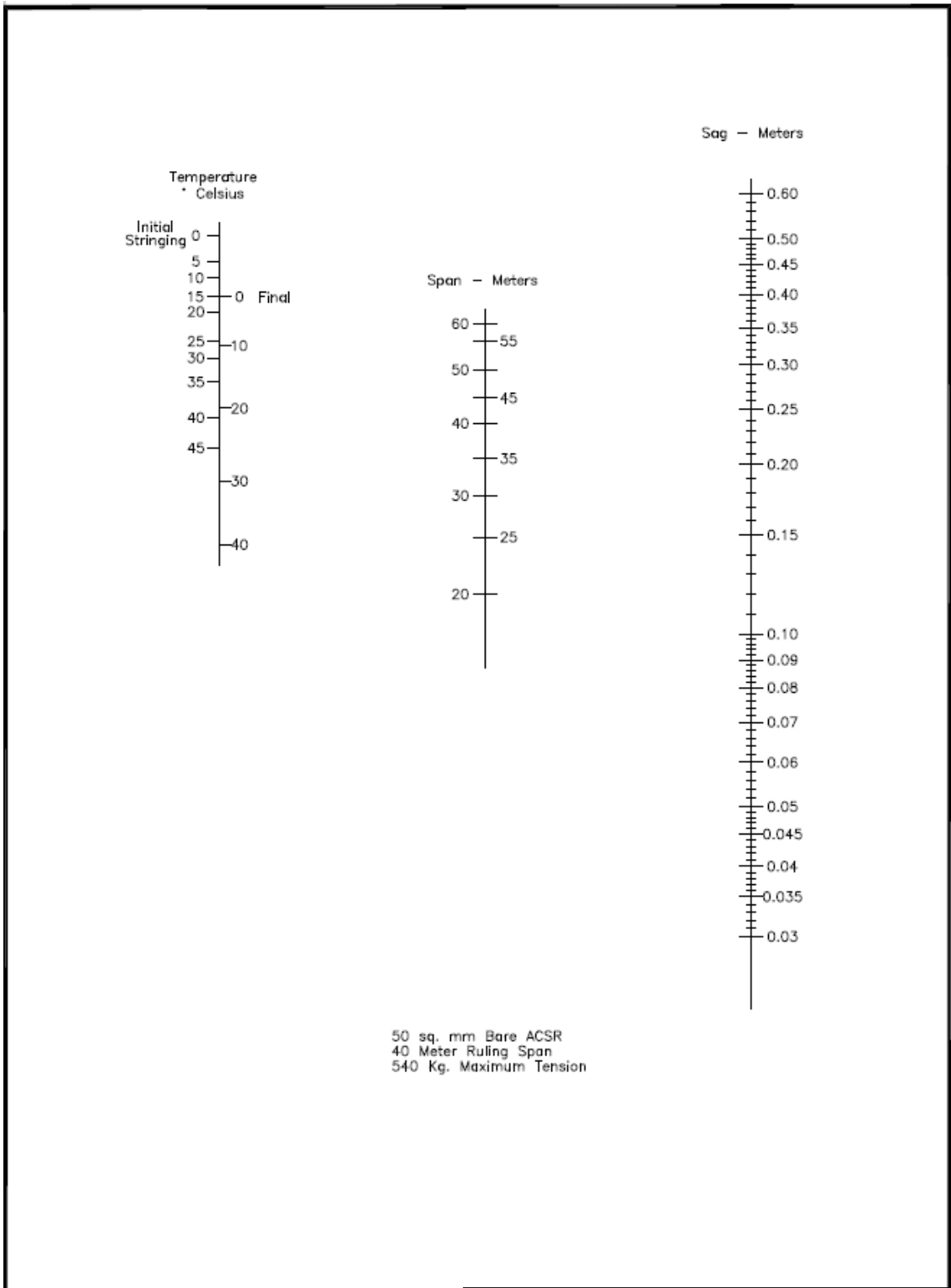




50 sq. mm Covered ACSR
 40 Meter Ruling Span
 529 Kg. Maximum Tension

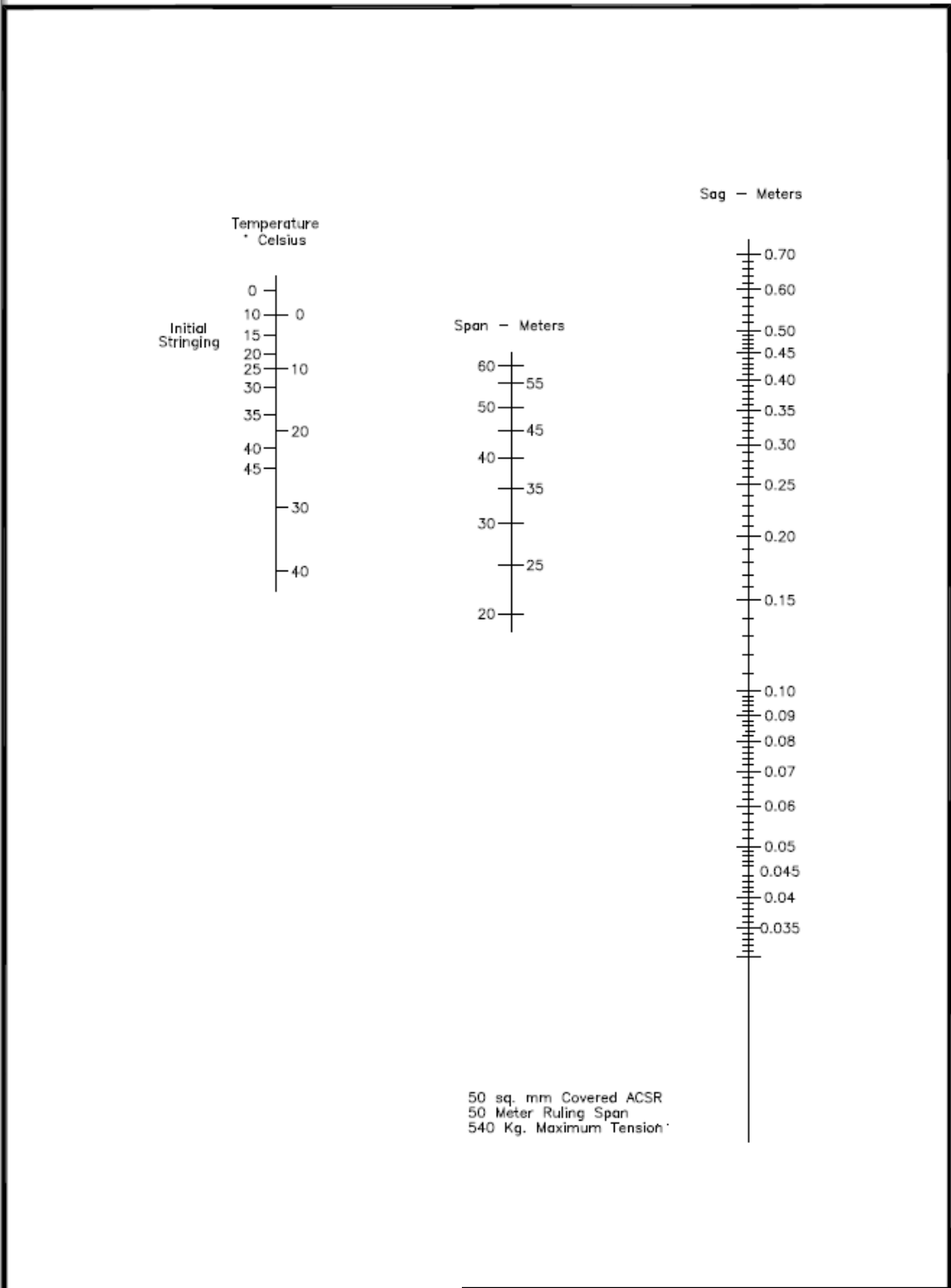
<p>Drawing CSG-SAG-06</p>	<p>Sag Chart 50 sq. mm ACSR</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Cosumer Services</p>
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<p>Drawing CSG-SAG-07</p>	<p>Sag Chart 50 sq. mm ACSR</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Cosumer Services</p>
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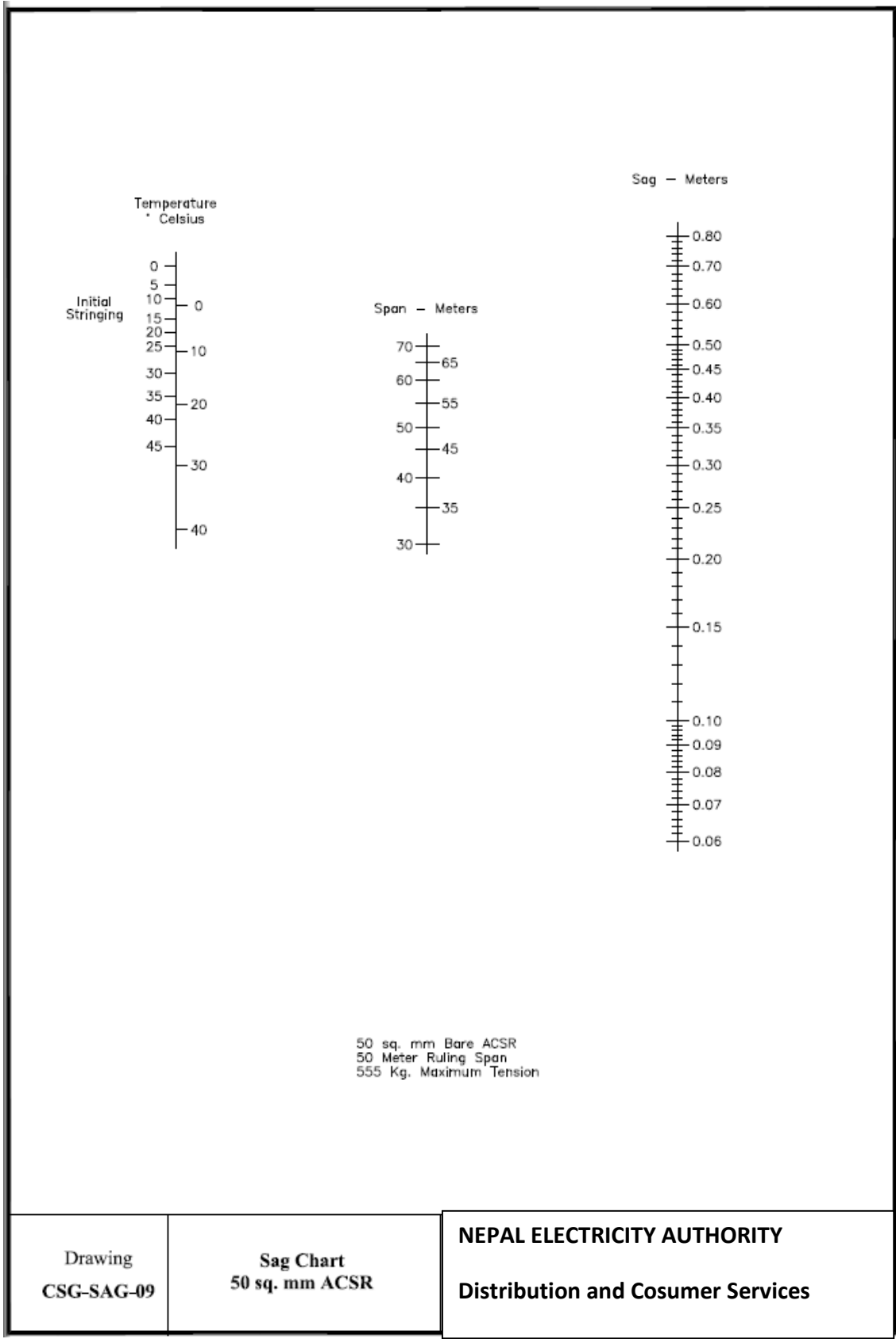




50 sq. mm Covered ACSR
 50 Meter Ruling Span
 540 Kg. Maximum Tension

<p>Drawing CSG-SAG-08</p>	<p>Sag Chart 50 sq. mm ACSR</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Cosumer Services</p>
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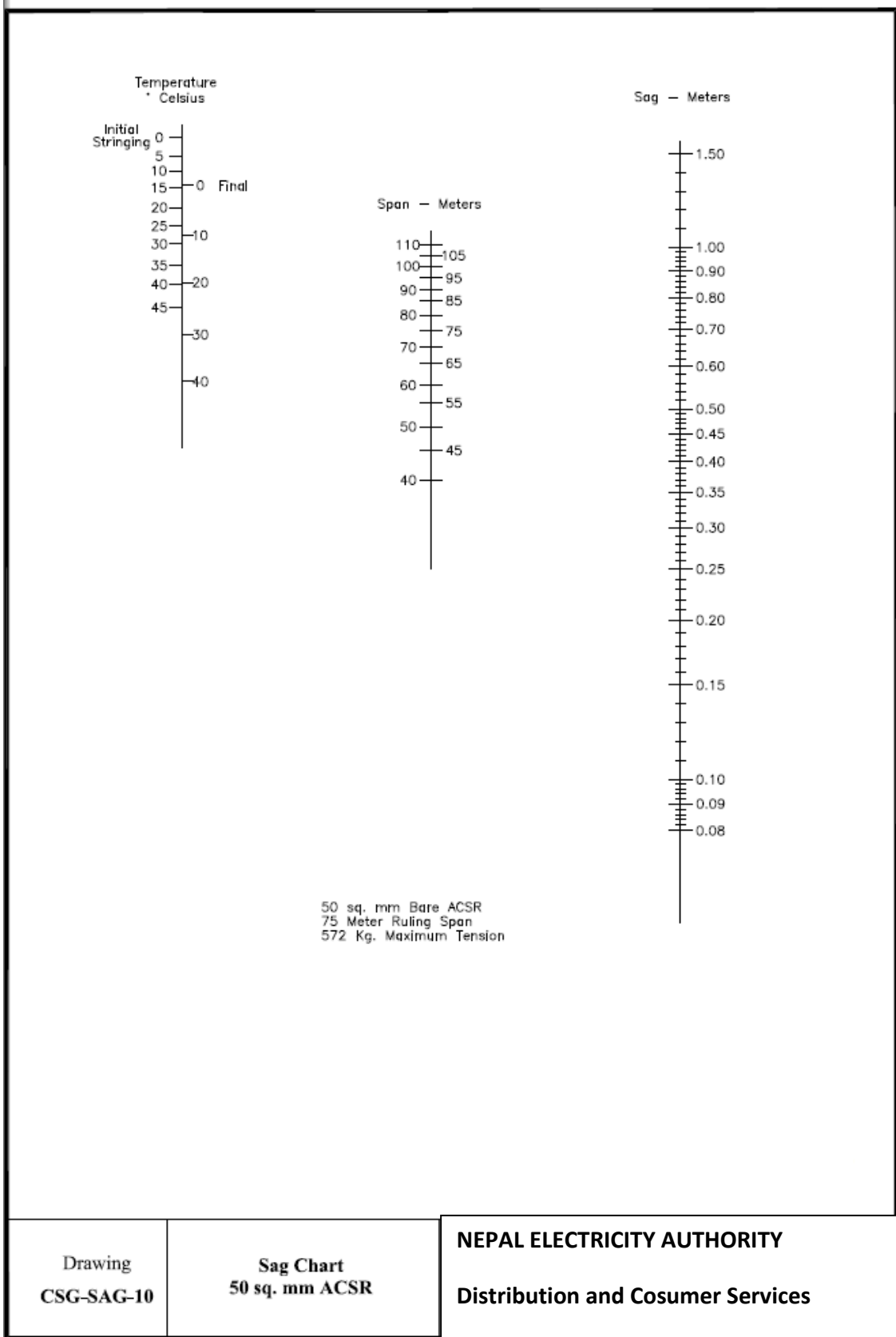


Drawing
CSG-SAG-09

Sag Chart
50 sq. mm ACSR

NEPAL ELECTRICITY AUTHORITY
Distribution and Cosumer Services



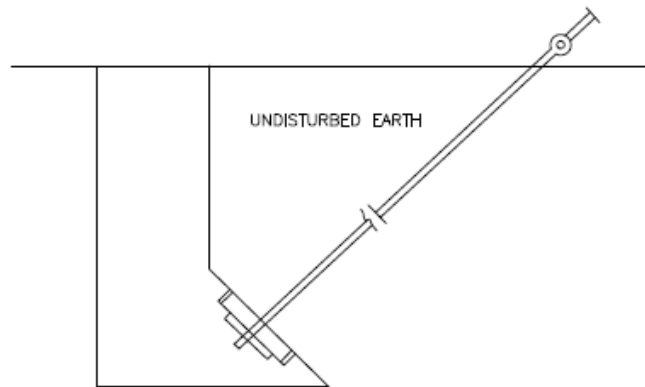
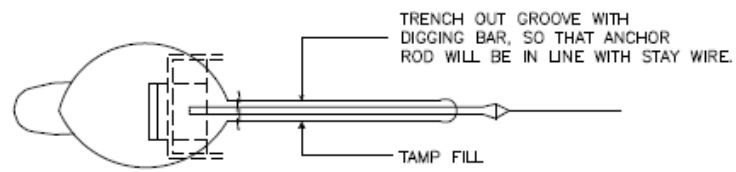


Drawing
CSG-SAG-10

Sag Chart
50 sq. mm ACSR

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services



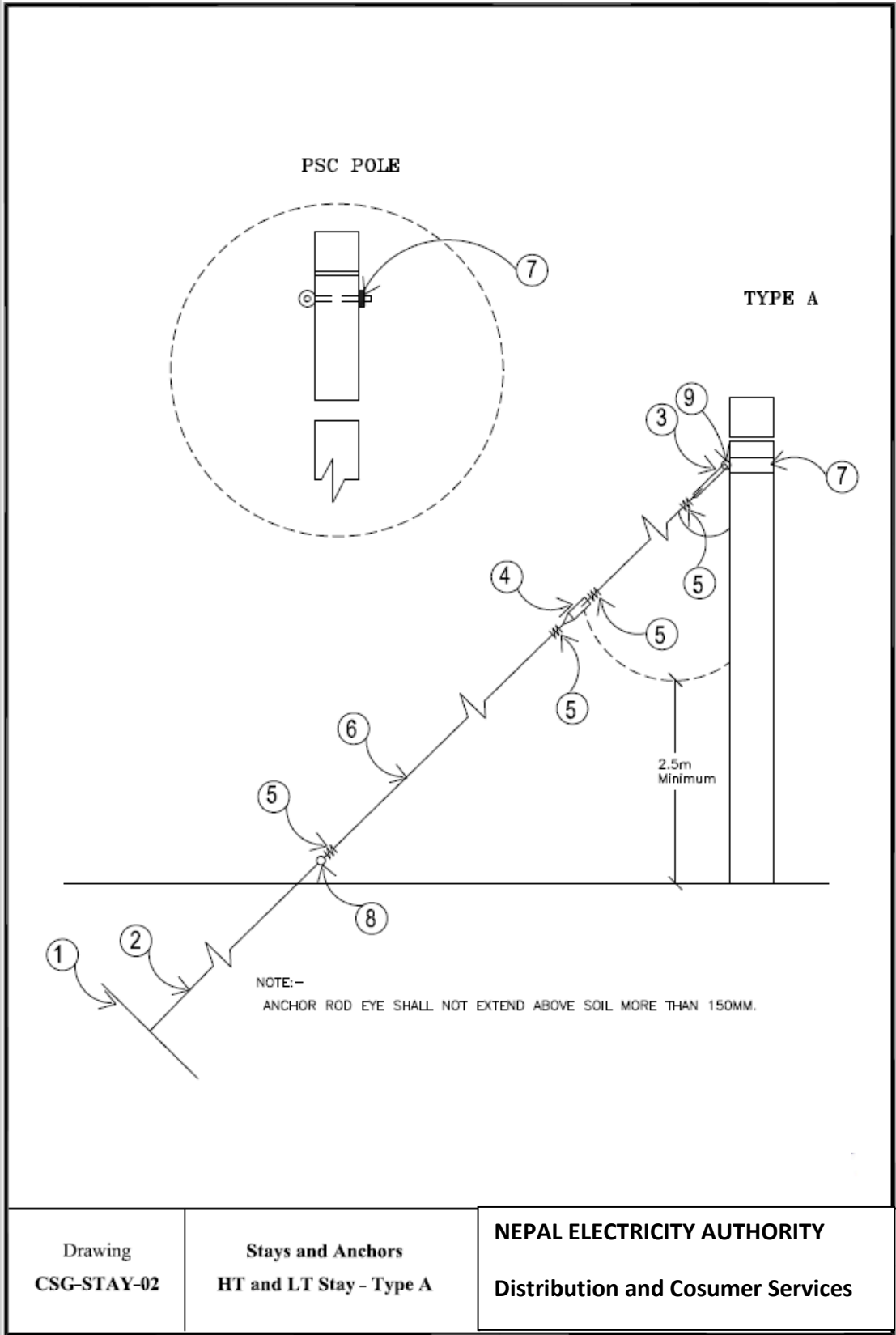


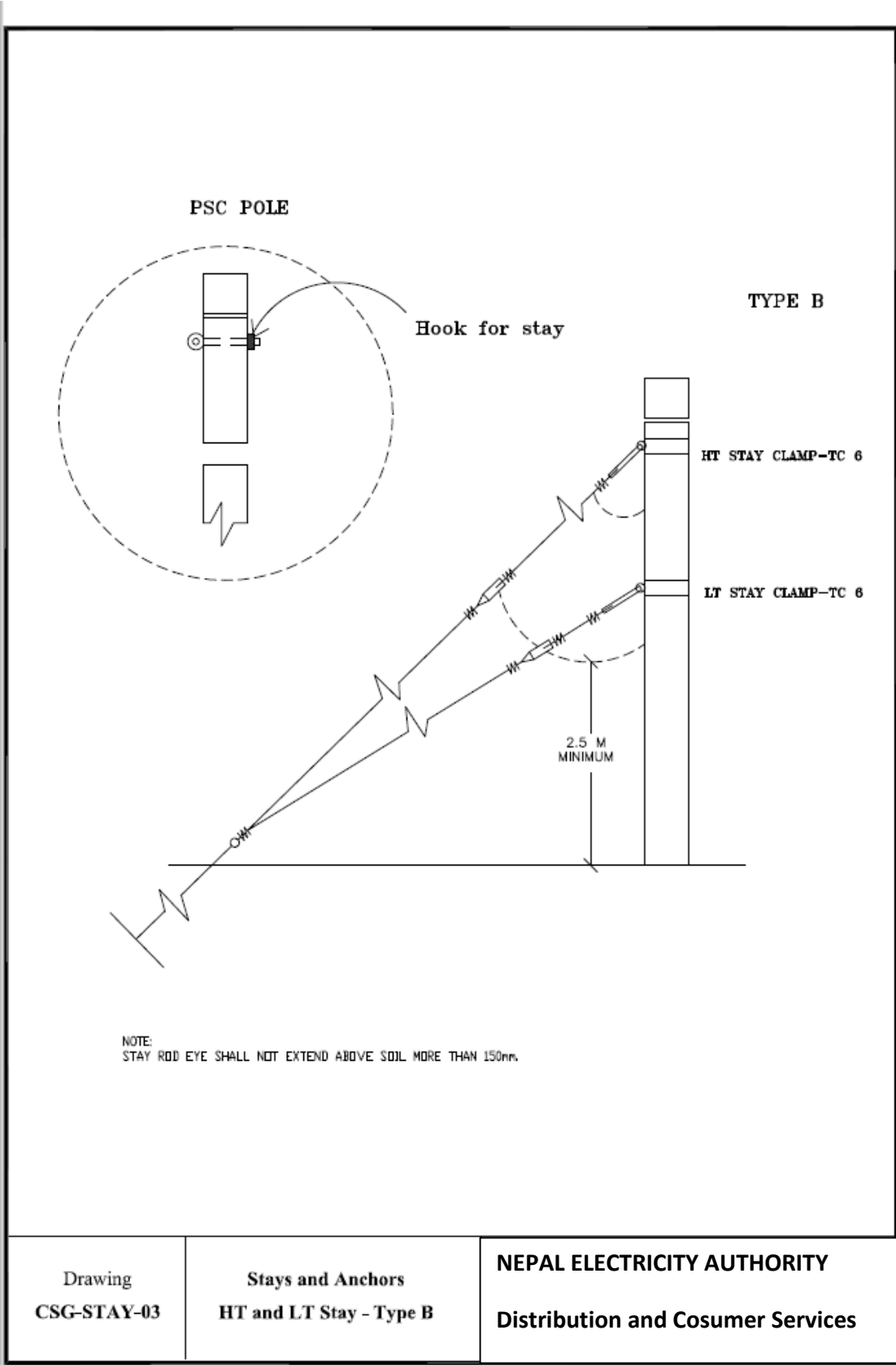
1. BACKFILL SHALL BE THOROUGHLY TAMPED.
2. BACKFILL FOR ANCHORS PLACED IN SOFT OR UNSTABLE SOIL SHALL BE 50MM GRAVEL PLACED TO DEPTH OF 1000 MM ABOVE ANCHOR PLATE.

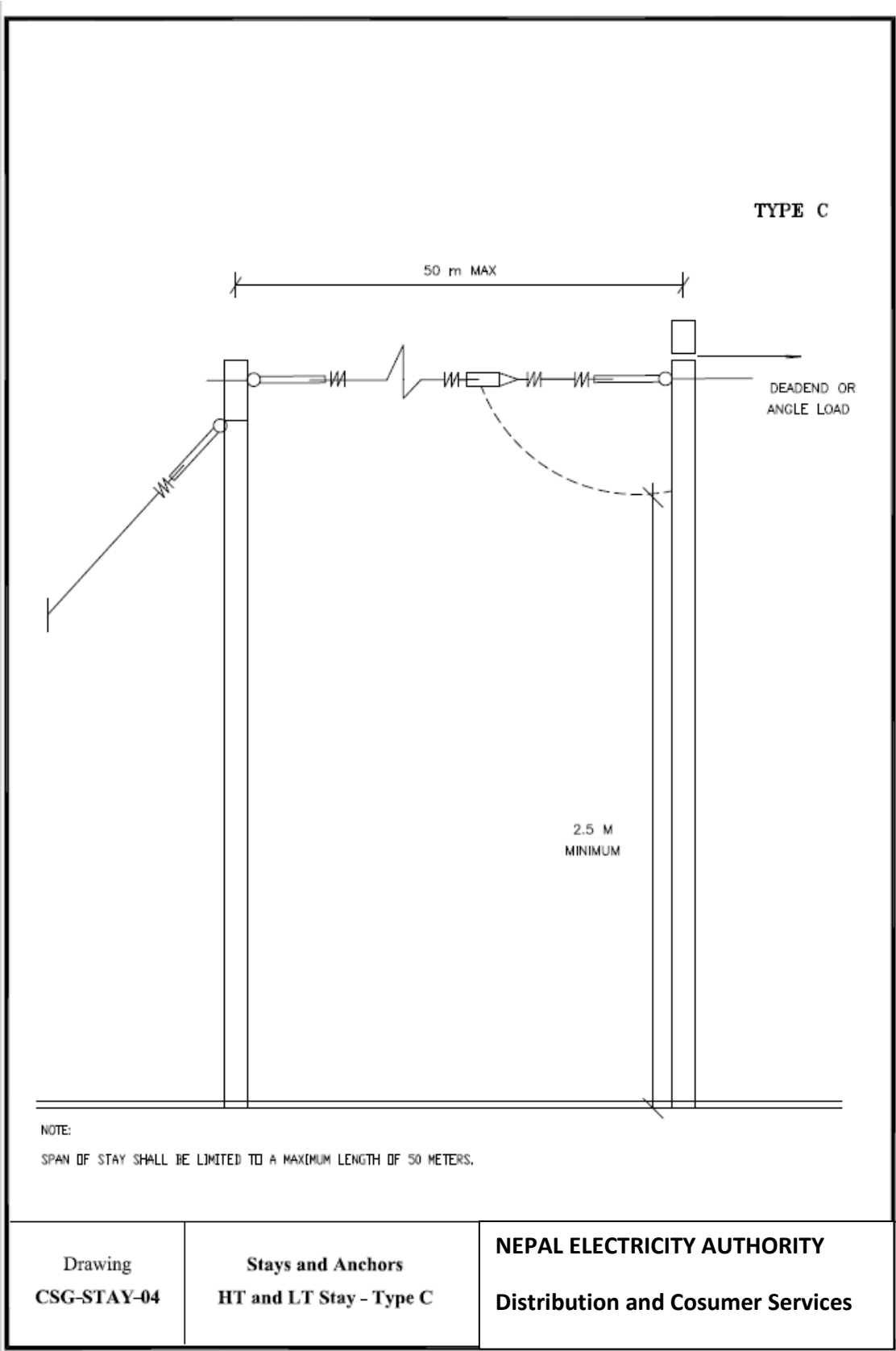
Drawing
CSG-STAY-01

Stays and Anchors

N NEPAL ELECTRICITY AUTHORITY
D Distribution and Cosumer Services





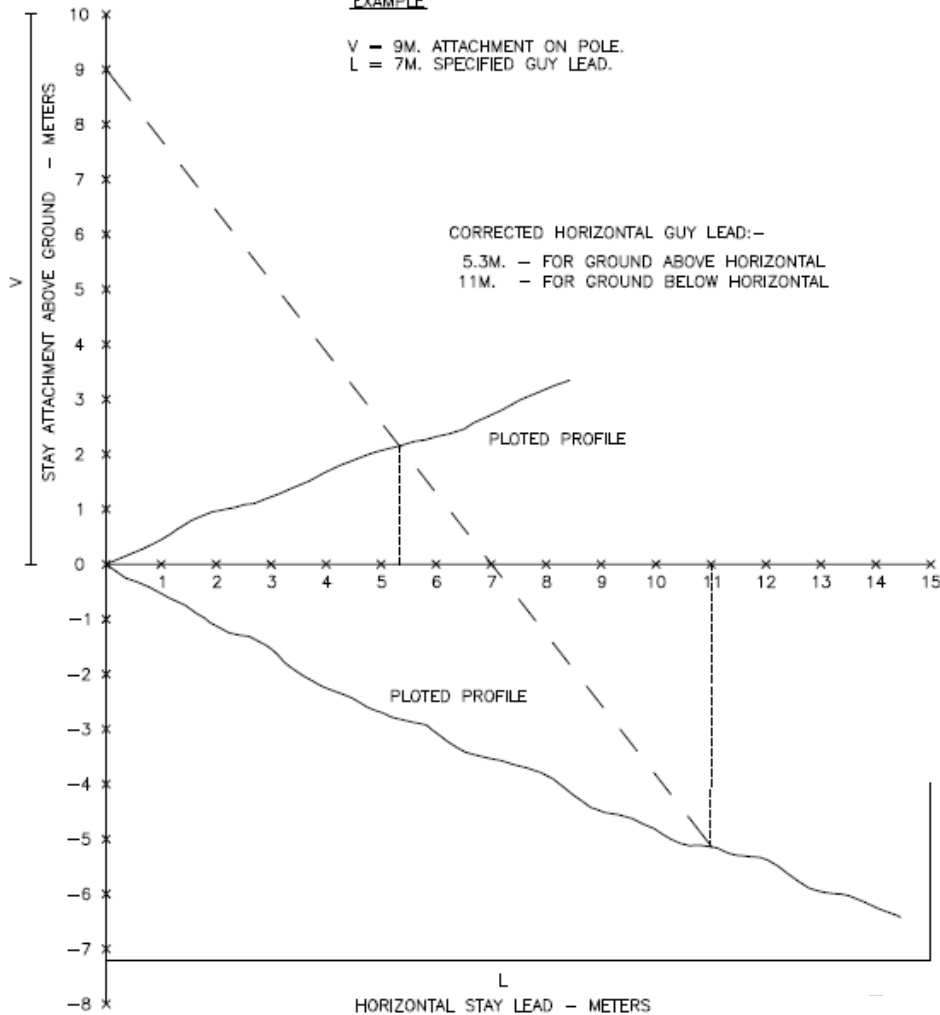


NOTES

- A. PLOT APPROXIMATE GROUND LINE PROFILE UNDER PROPOSED STAY.
- B. SELECT A POINT ON VERTICAL SCALE "V" CORRESPONDING TO GUY ATTACHMENT ON POLE, SELECT A POINT ON HORIZONTAL SCALE "L" CORRESPONDING TO SPECIFIED STAY LEAD, LAY A STRAIGHT EDGE SO THAT IT PASSES THROUGH THESE TWO POINTS.
- C. PROJECT POINT WHERE STRAIGHT EDGE INTERSECTS GROUND LINE PROFILE VERTICALLY TO HORIZONTAL SCALE "L" AND READ CORRECTED HORIZONTAL STAY LEAD.

EXAMPLE

V = 9M. ATTACHMENT ON POLE.
L = 7M. SPECIFIED GUY LEAD.

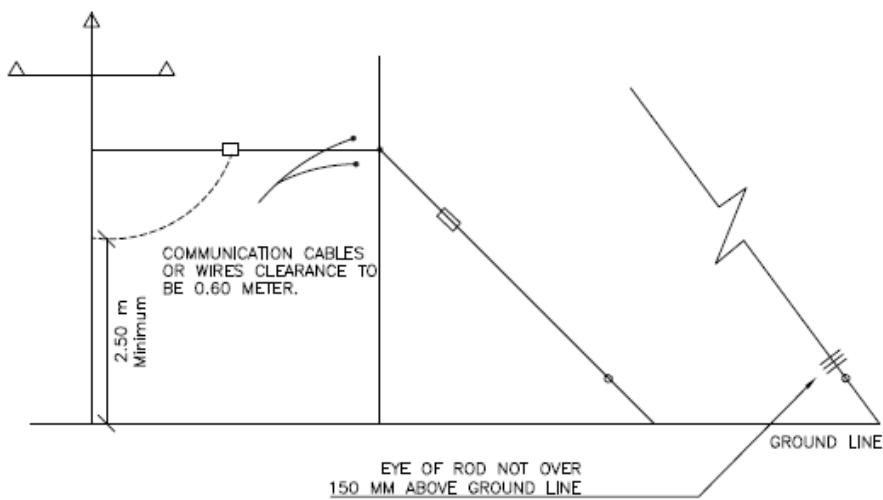
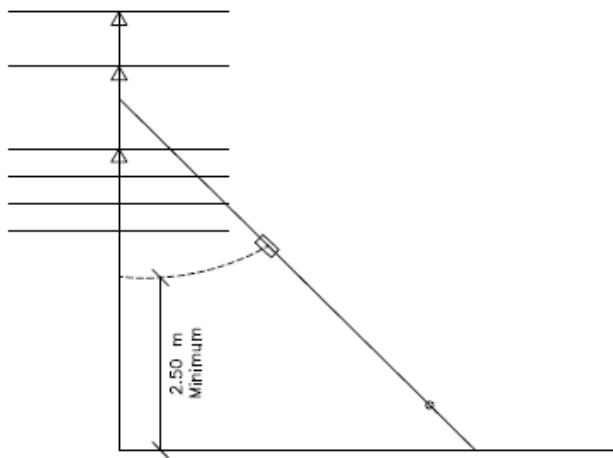


Drawing
CSG-STAY-05

Stays and Anchors
Stay Lead Correction Graph

NEPAL ELECTRICITY AUTHORITY
Distribution and Cosumer Services



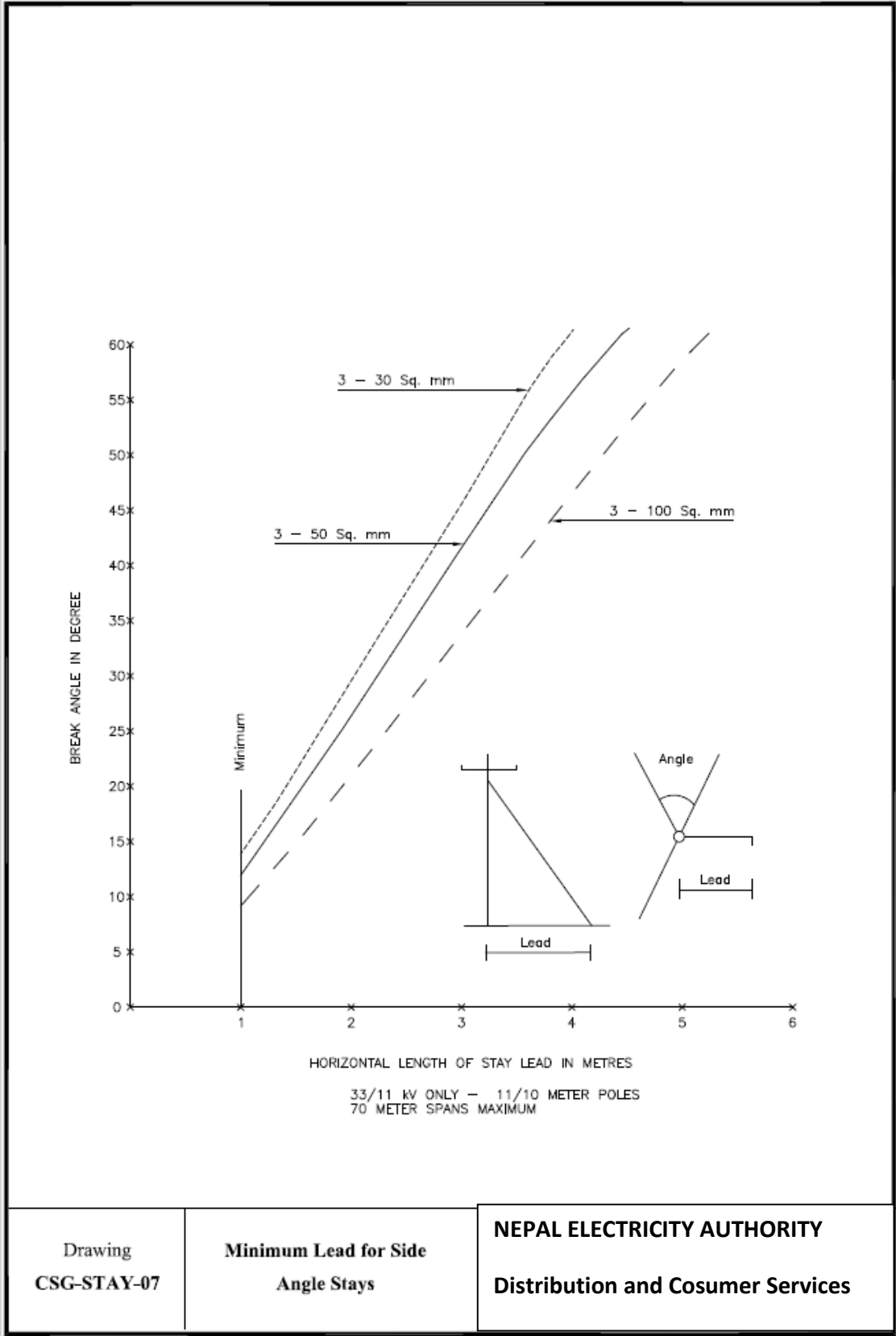


Drawing
CSG-STAY-06

Stays and Anchors

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services



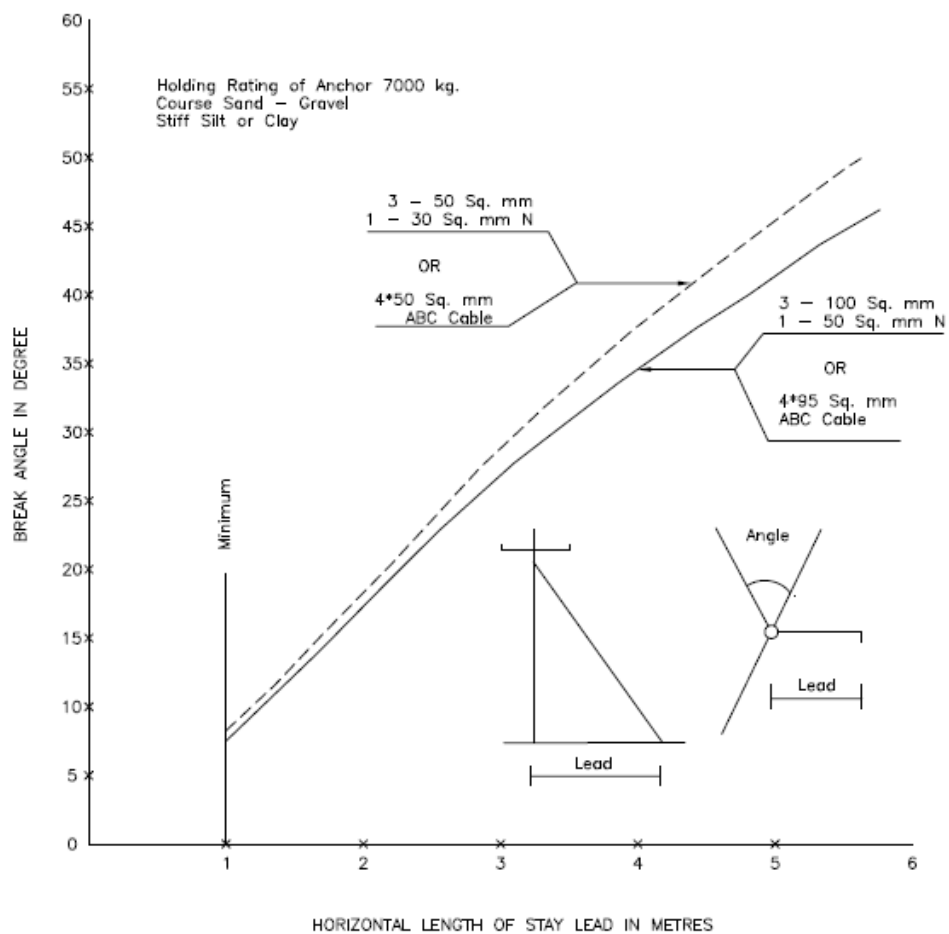


Drawing
CSG-STAY-07

Minimum Lead for Side
Angle Stays

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services





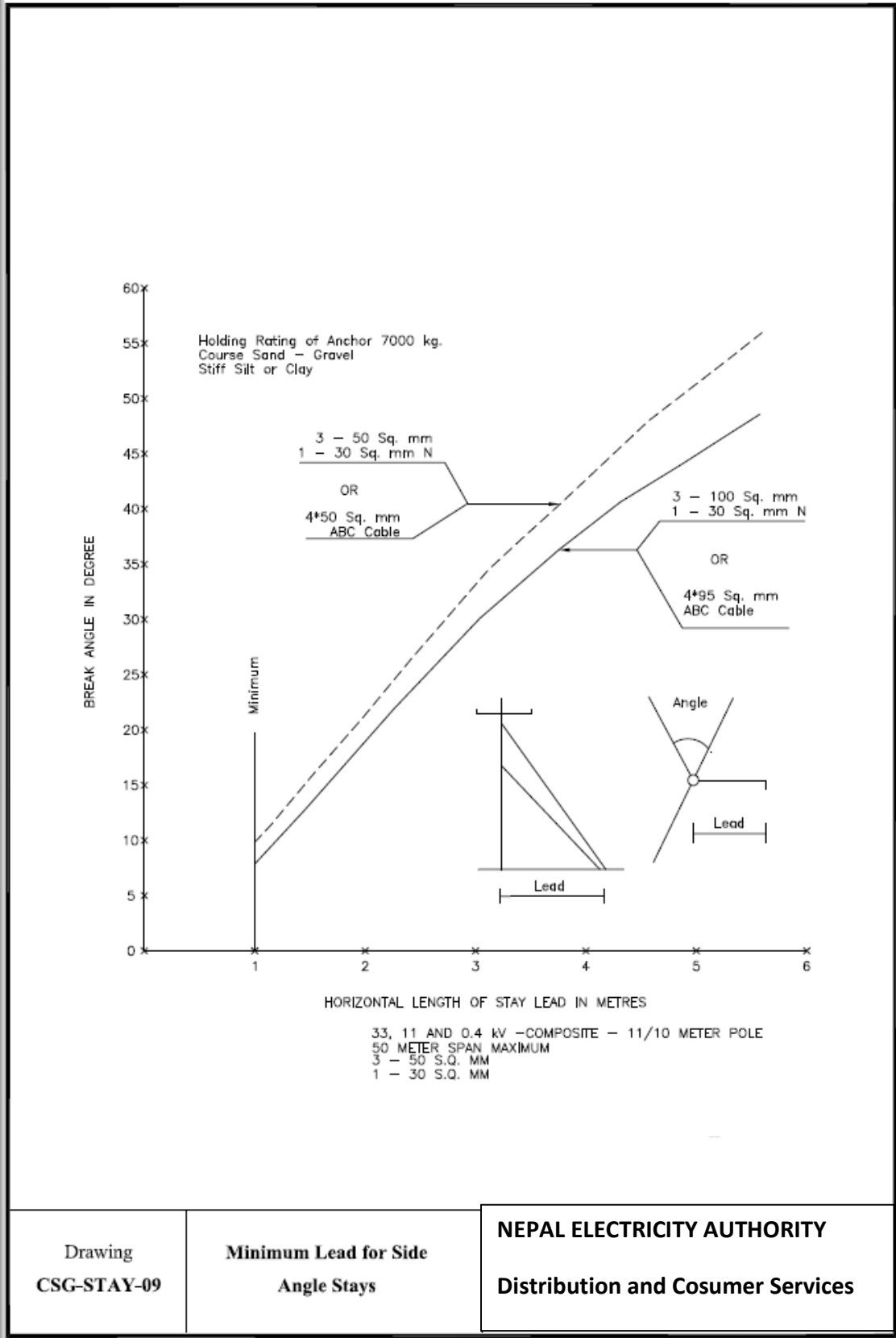
33, 11 AND 0.4 - COMPOSITE - 11/10 METER POLE
50 METER SPAN MAXIMUM
3 - 100 S.Q. MM

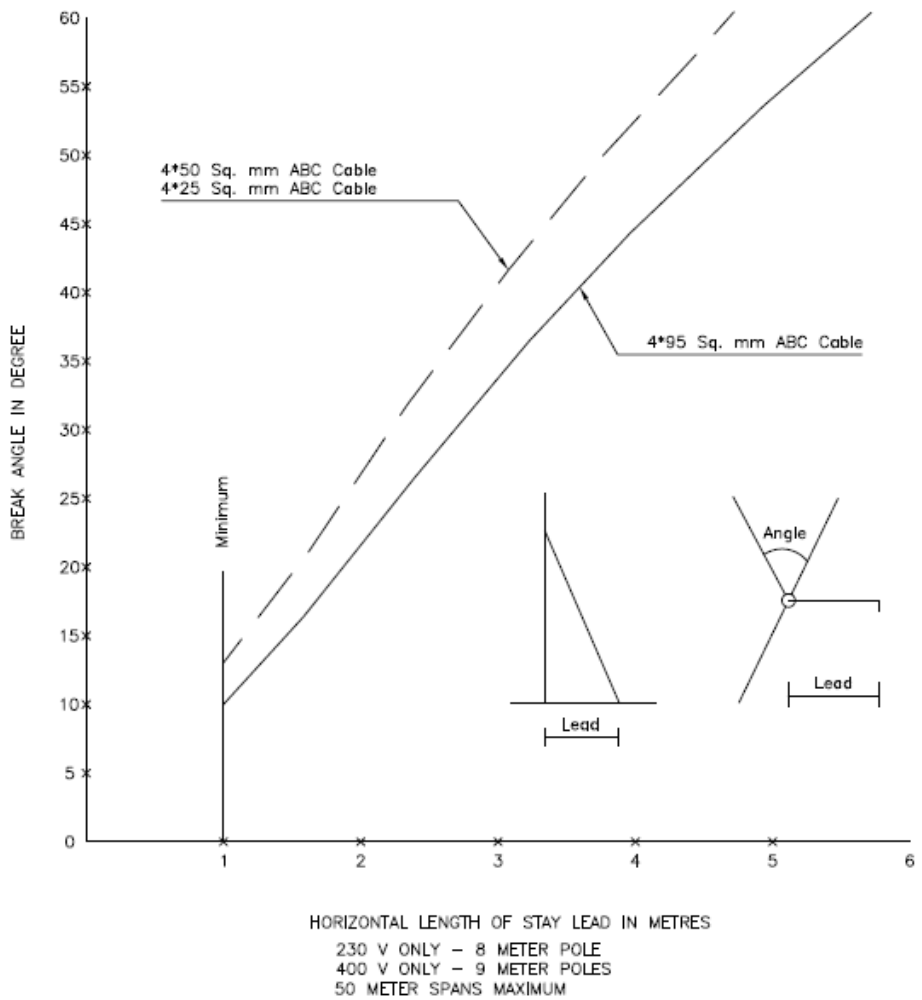
Drawing
CSG-STAY-08

Minimum Lead for Side
Angle Stays

NEPAL ELECTRICITY AUTHORITY
Distribution and Cosumer Services

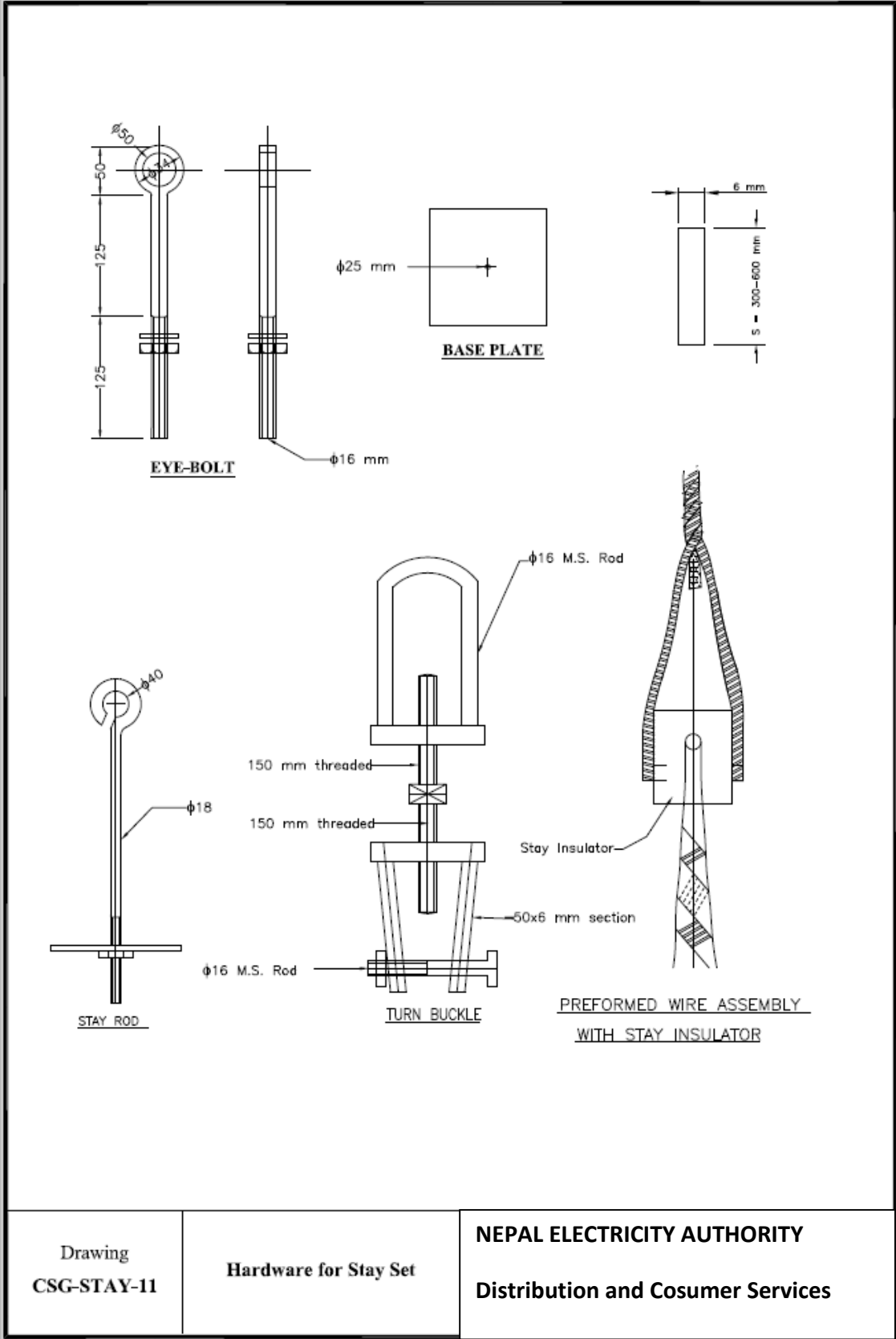






<p>Drawing CSG-STAY-10</p>	<p>Minimum Lead for Side Angle Stays</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Consumer Services</p>
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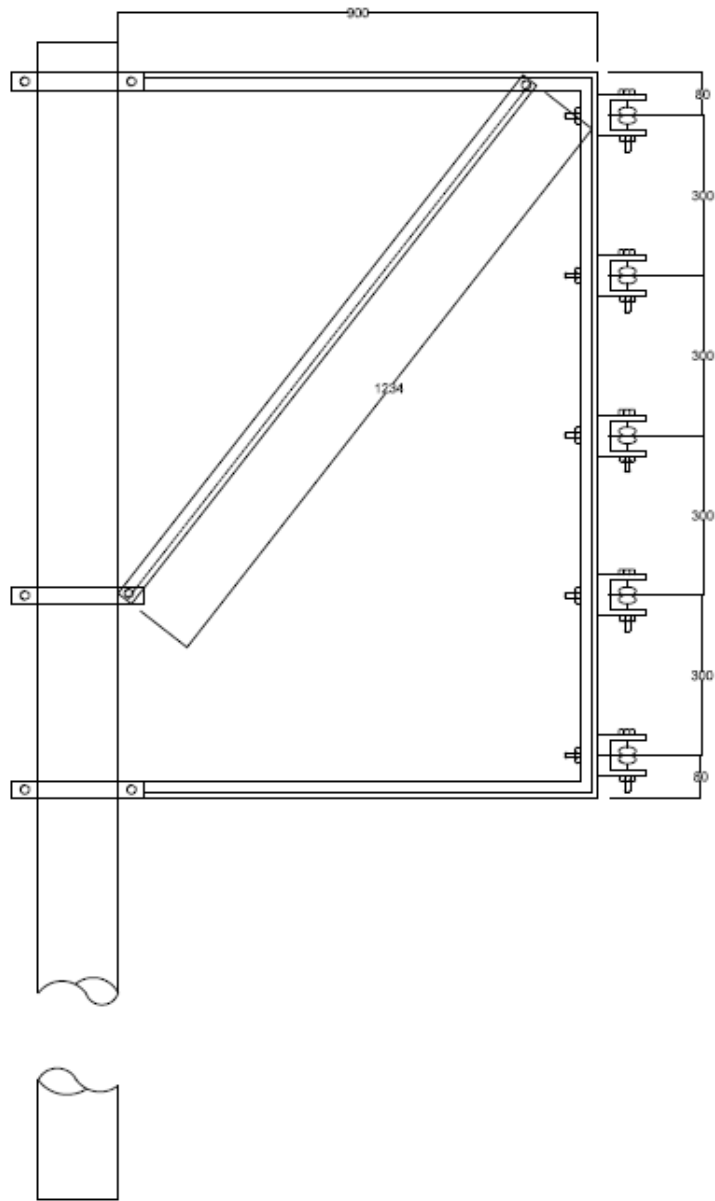


Drawing
CSG-STAY-11

Hardware for Stay Set

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services





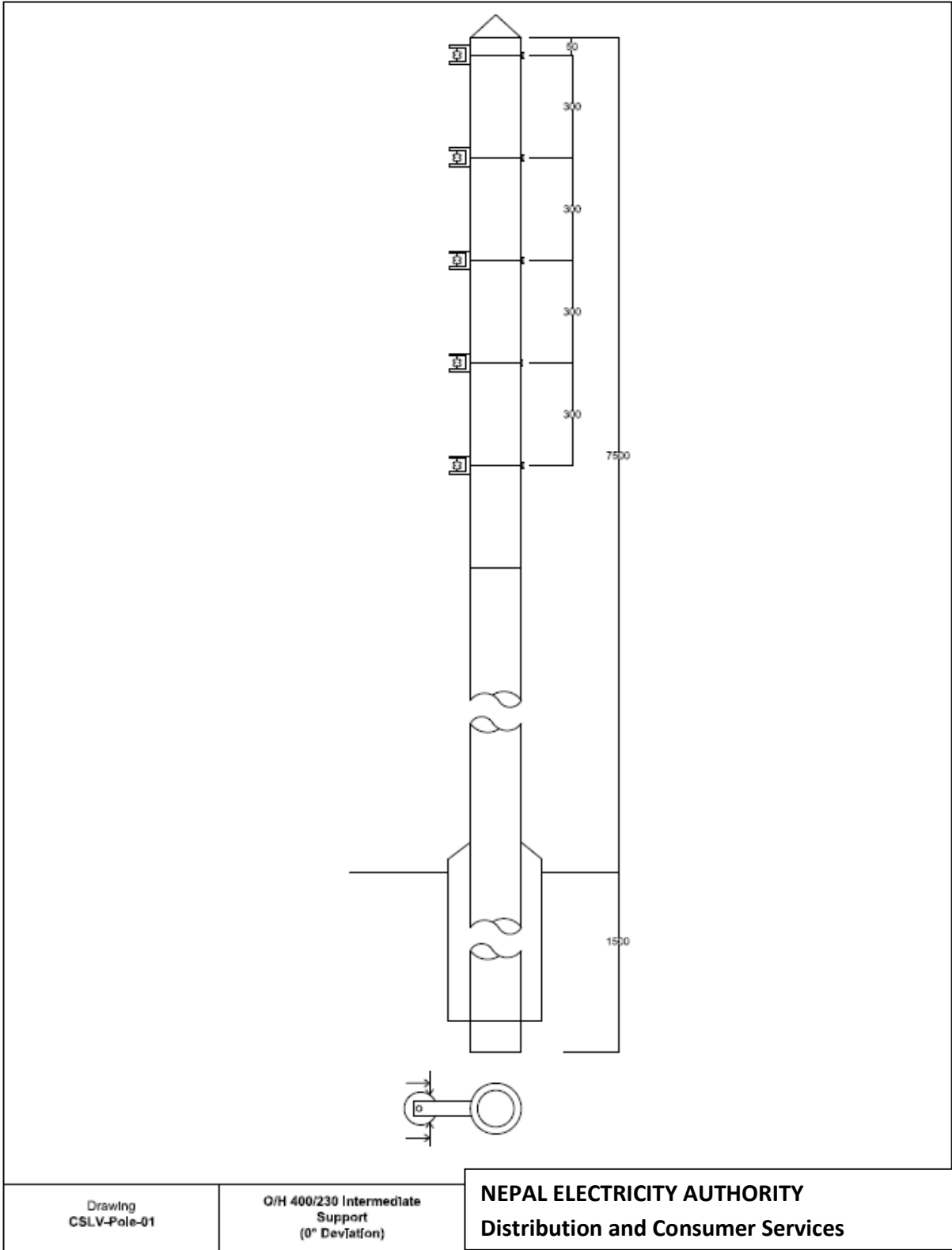
Drawing
CSLV-DB-02

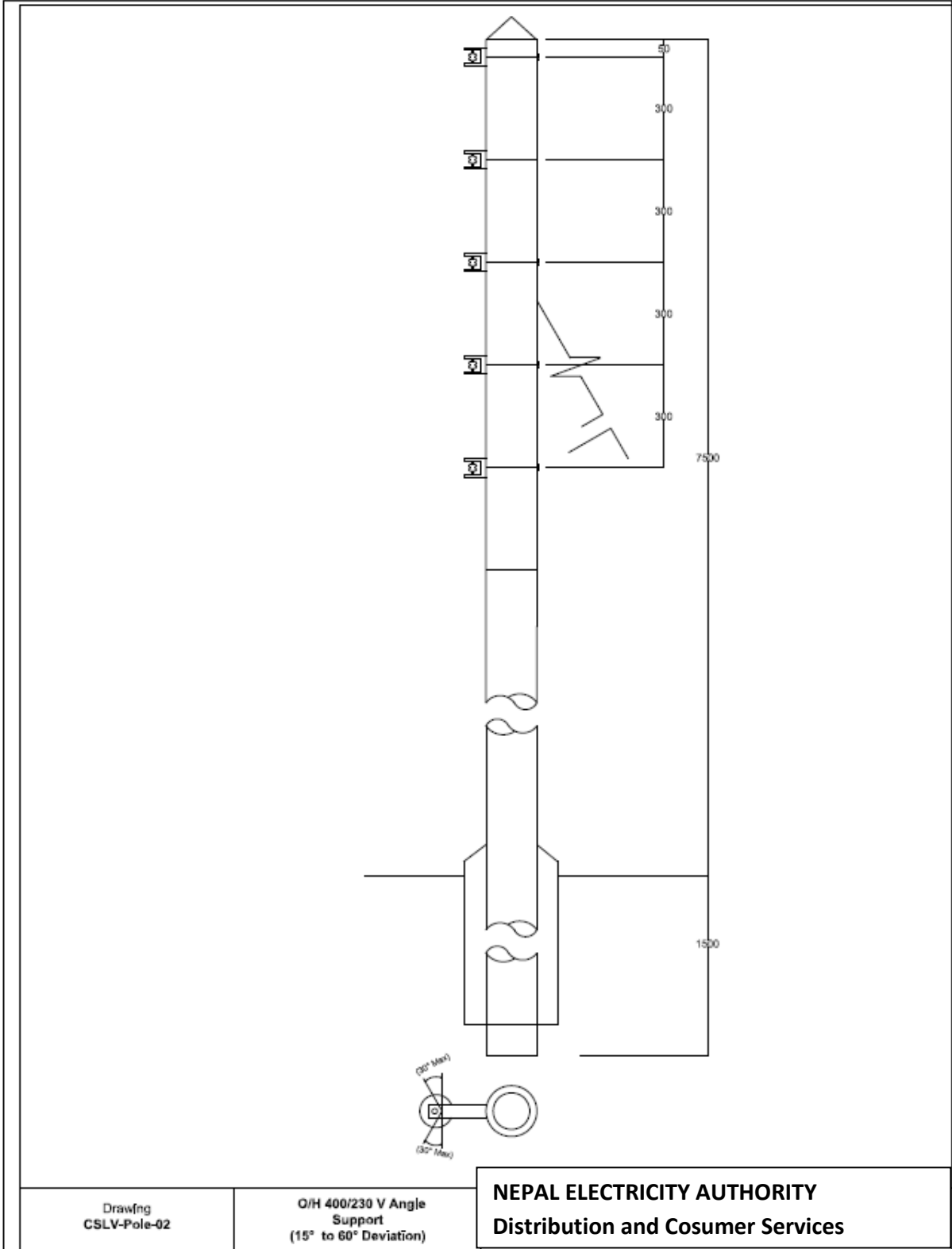
LV O/H LINE POLE WITH D-BRACKET

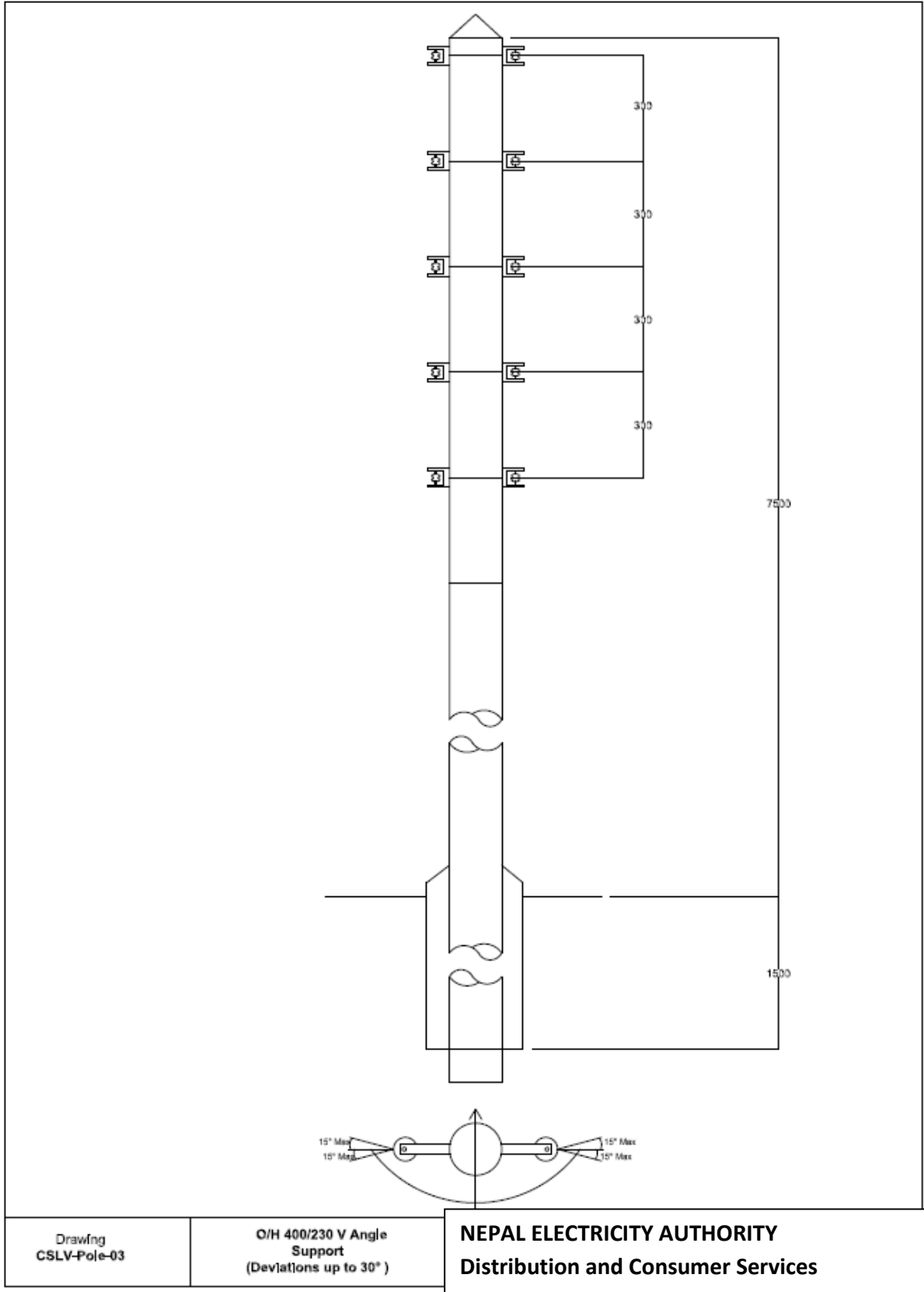
NEPAL ELECTRICITY AUTHORITY
Distribution and Cosumer Services

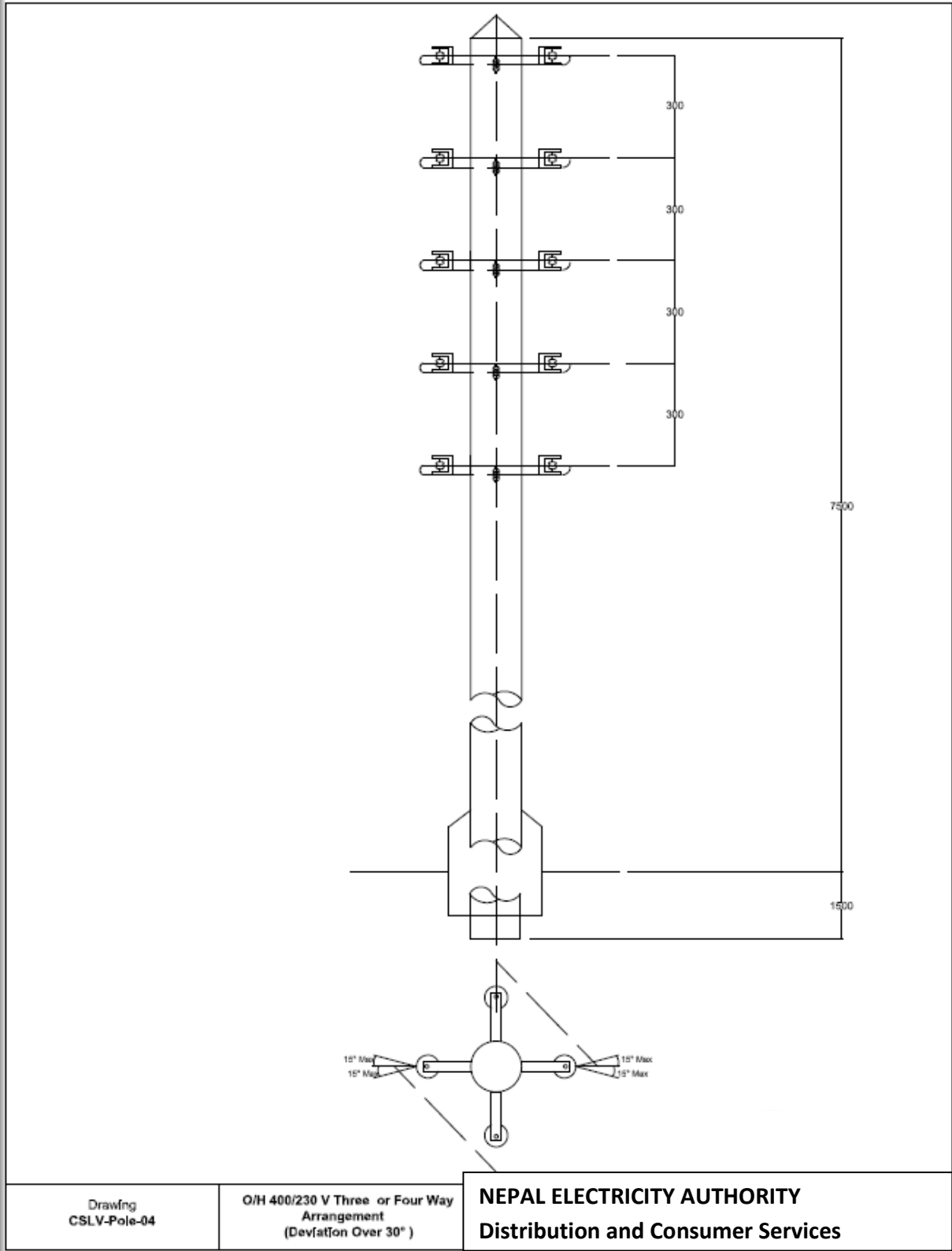
Distribution and Cosumer Services

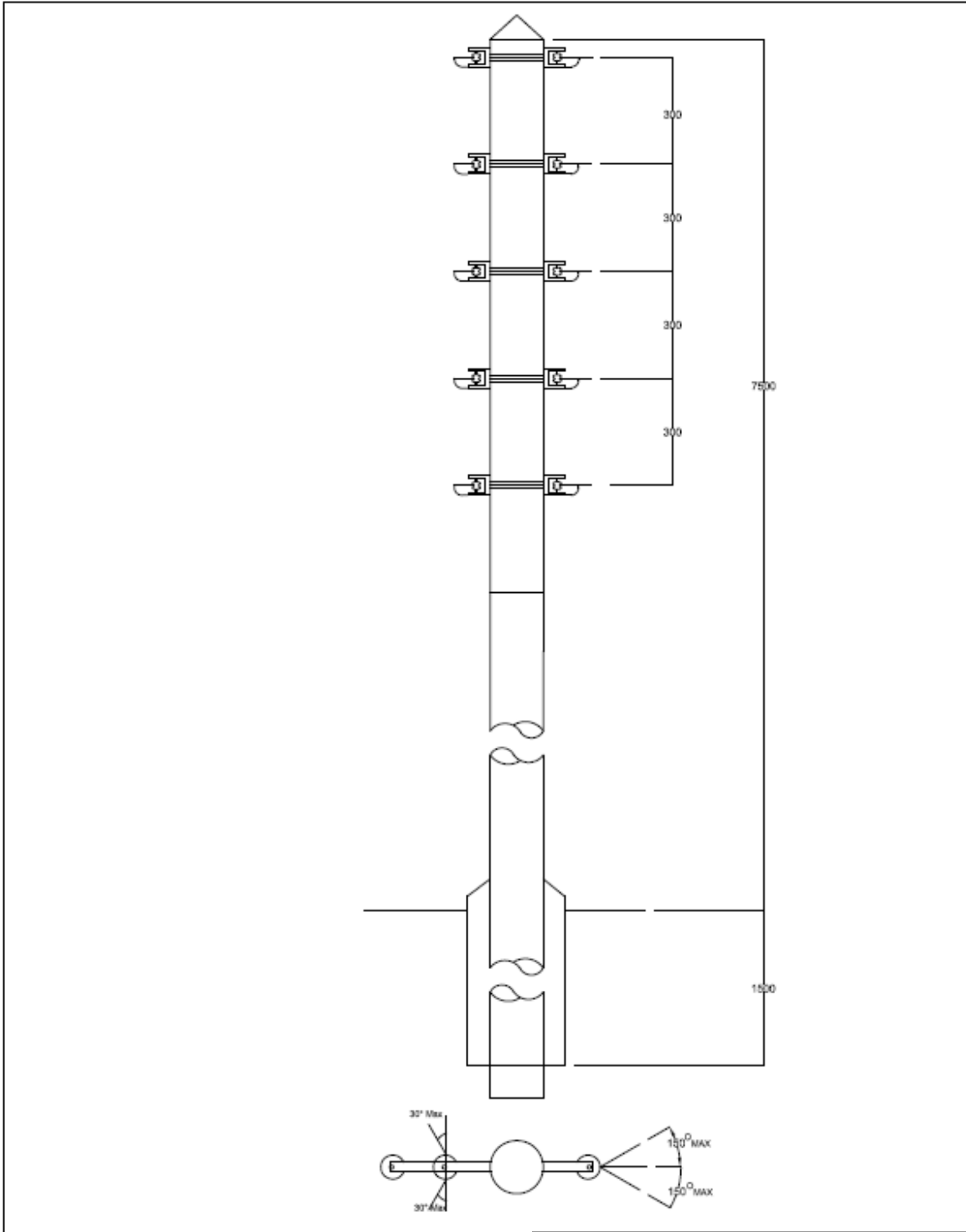






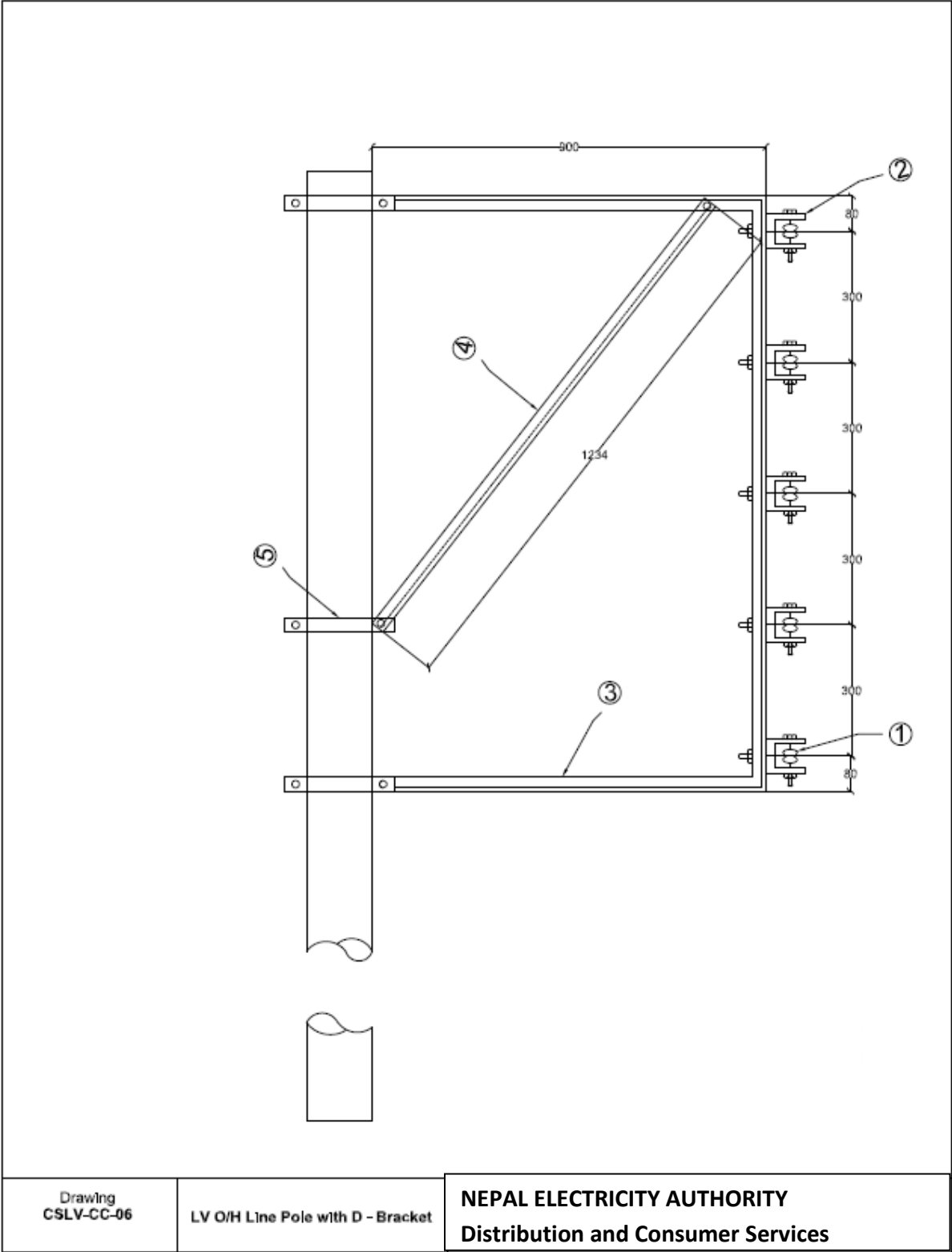




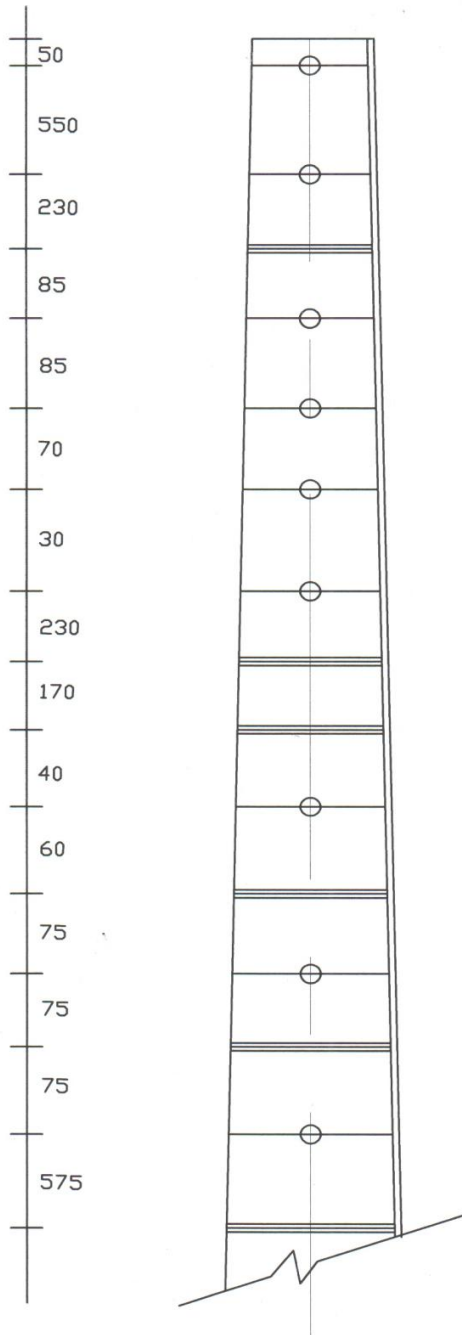


<p>Drawing CSLV-Pole-05</p>	<p>O/H 400/230 V Intermediate Angle Support with Tee - off Connection</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Consumer Services</p>
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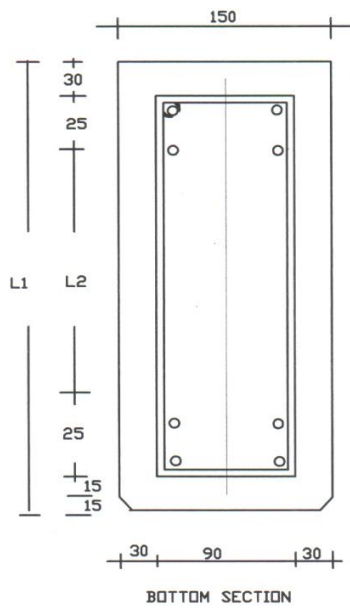
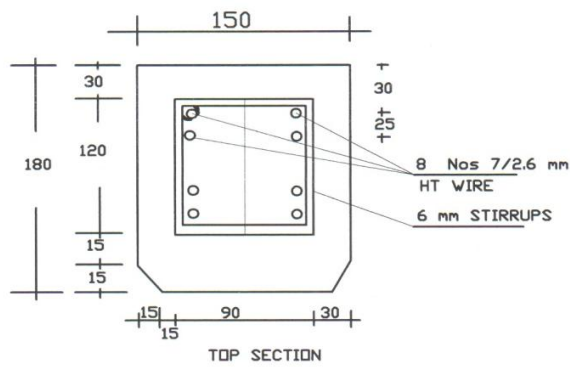


10 / 11 M Pre-Stressed Concrete (PSC) Pole



<p>Drawing CS11-PSCP-01</p>	<p>11 kV, 10/11 m PSC Pole Hole Patterns</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Consumer Services</p>
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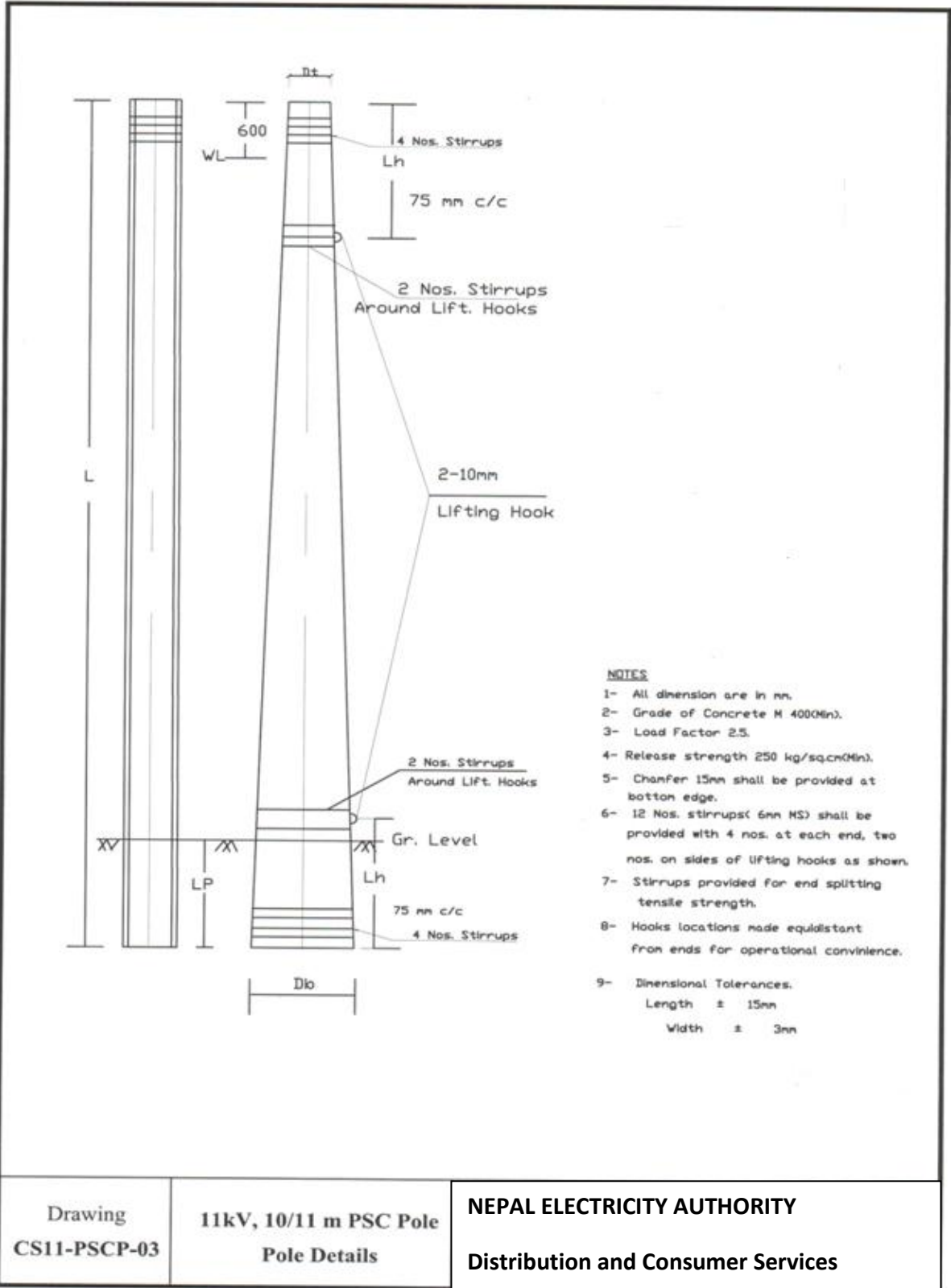


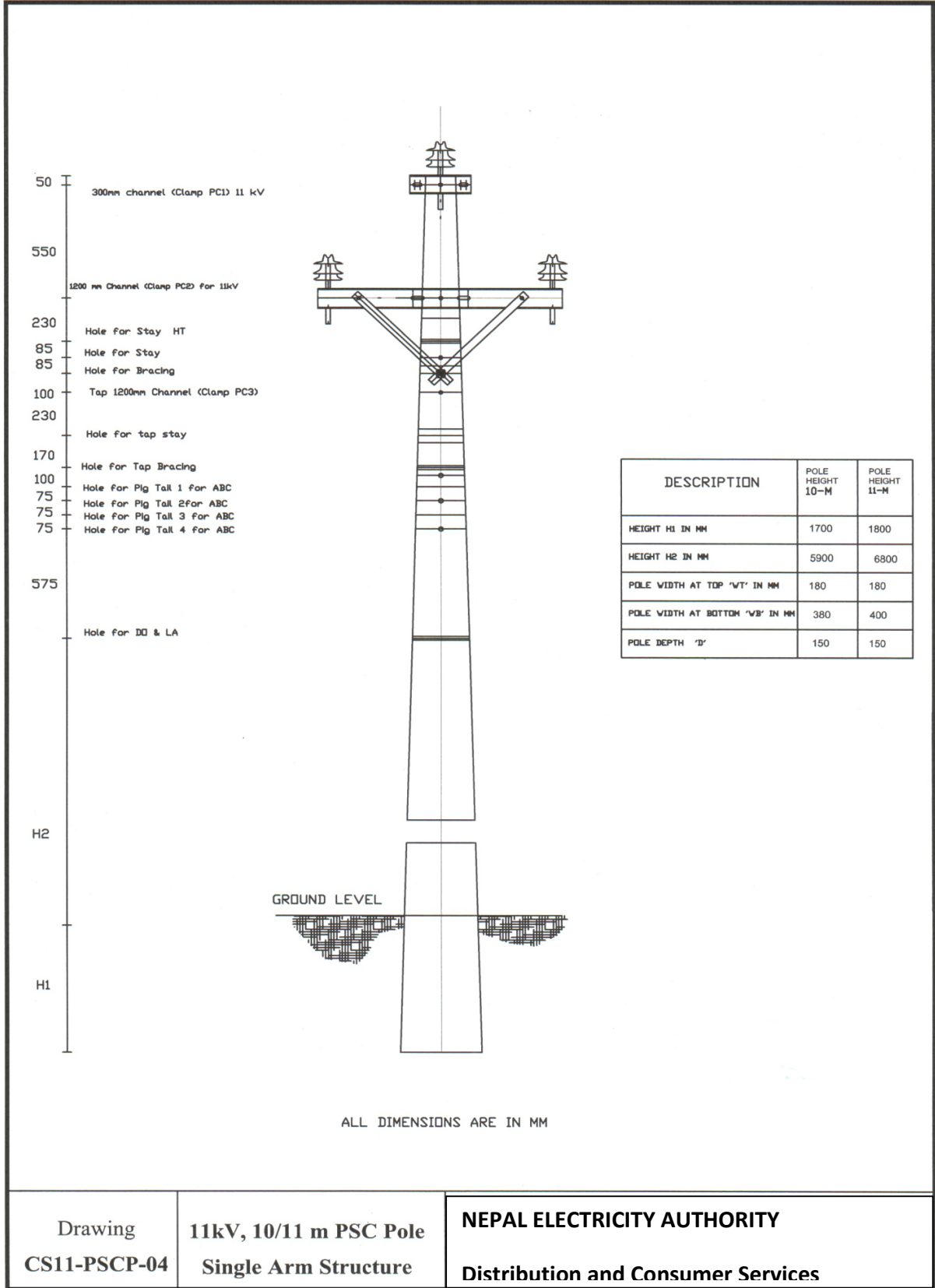
Description	10 m Pole	11 m Pole
L1 mm	380	400
L2 mm	270	290

10 m / 11 m Pole

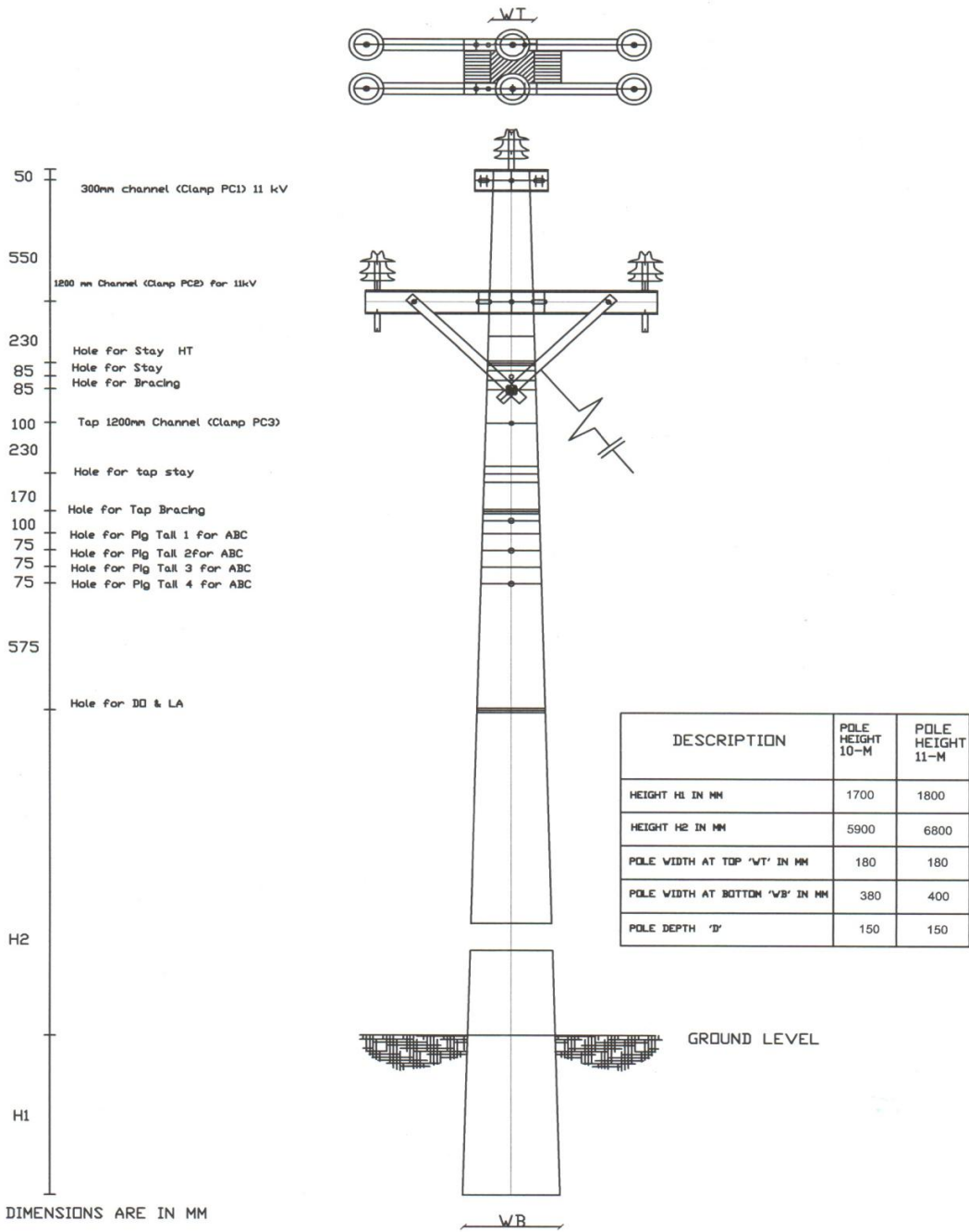
<p>Drawing CS11-PSCP-02</p>	<p>11kV, 10/11 m PSC Pole Bottom Section</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Consumer Services</p>
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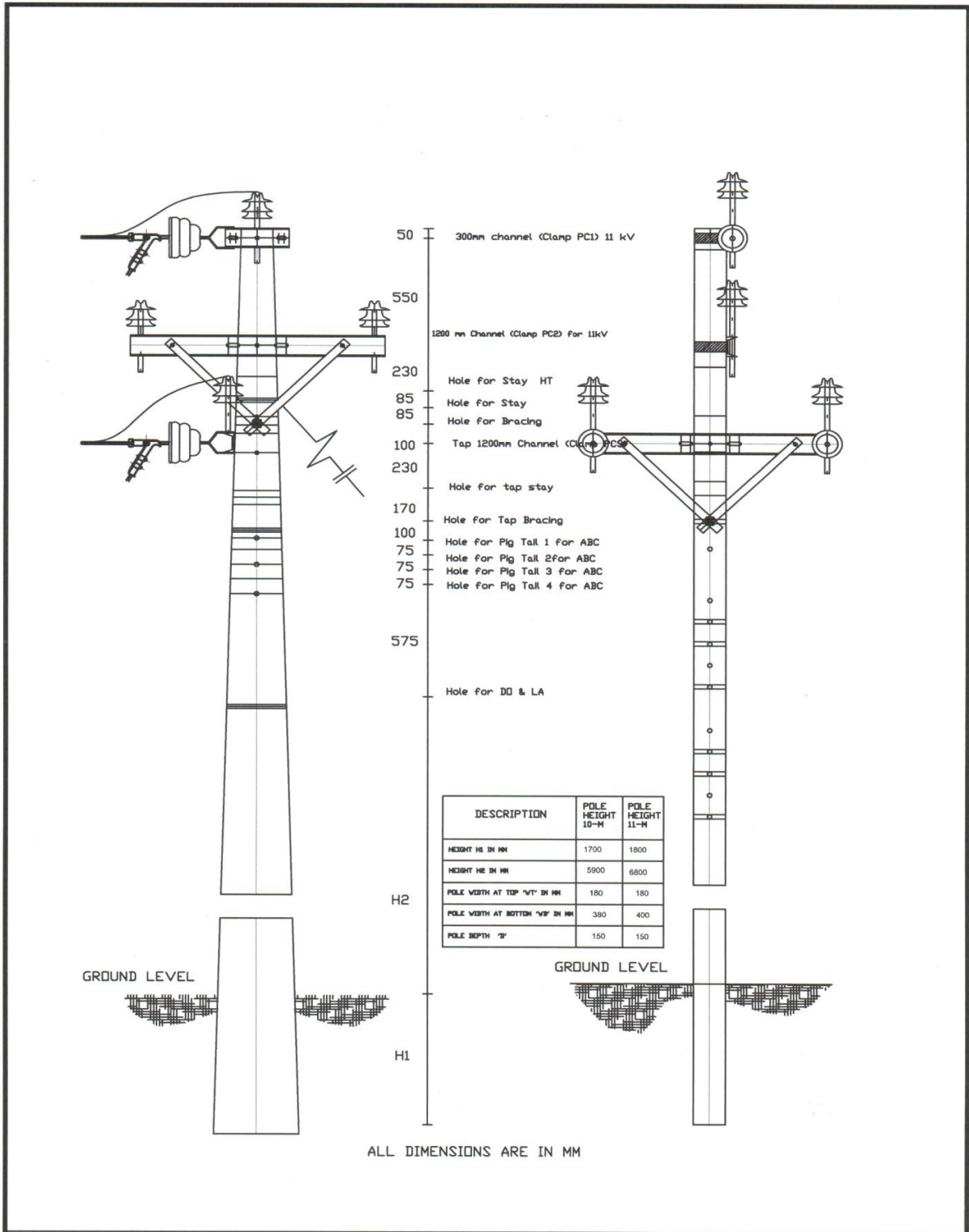
Top view of double arm pole



Drawing
CS11-PSCP-05

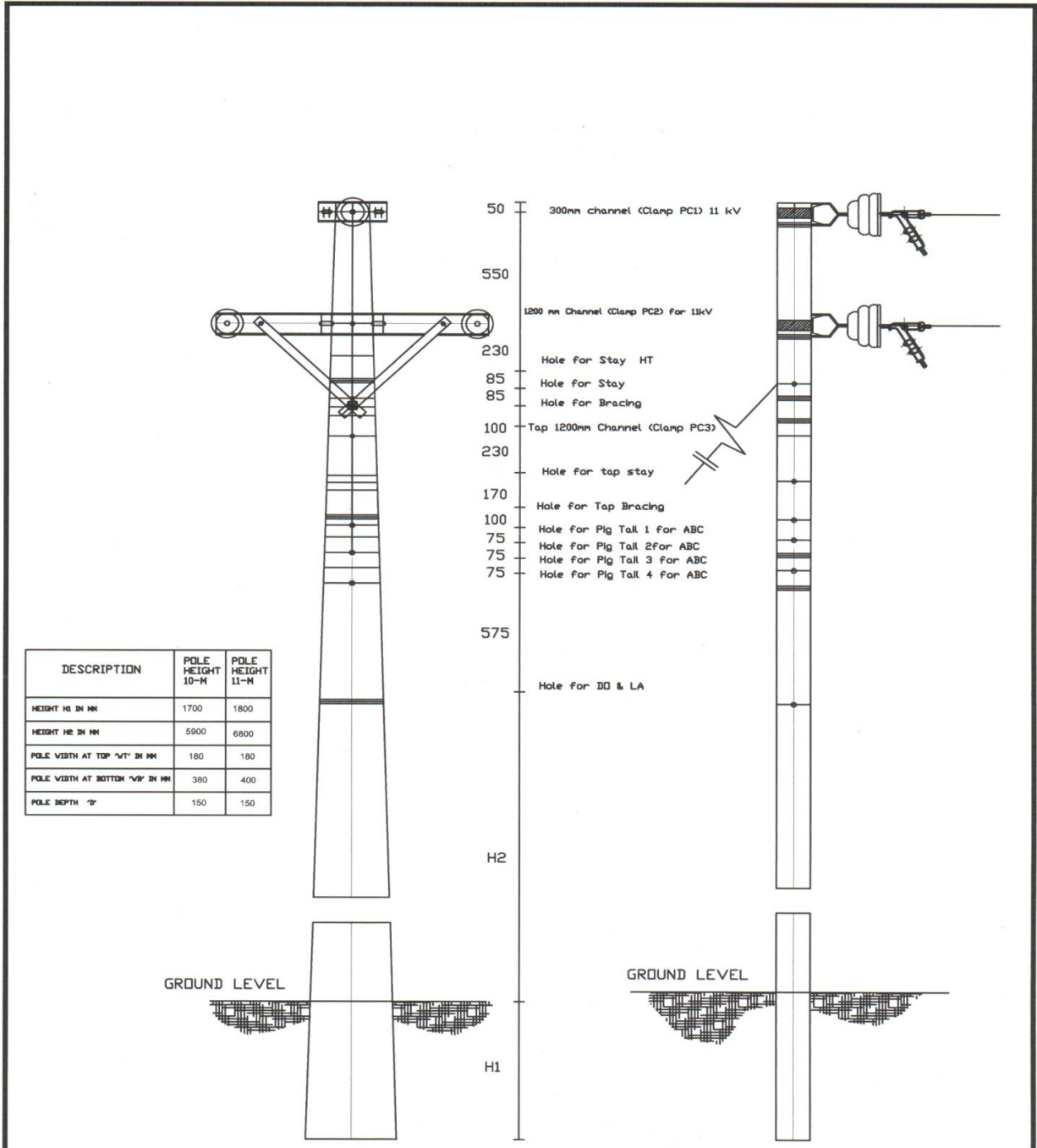
11 kV, 10/11 m PSC Pole
Double Arm Structure

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services



Drawing CS11-PSCP-06	11 kV, 10/11 m PSC Pole Tap Off Structure	NEPAL ELECTRICITY AUTHORITY Distribution and Consumer Services
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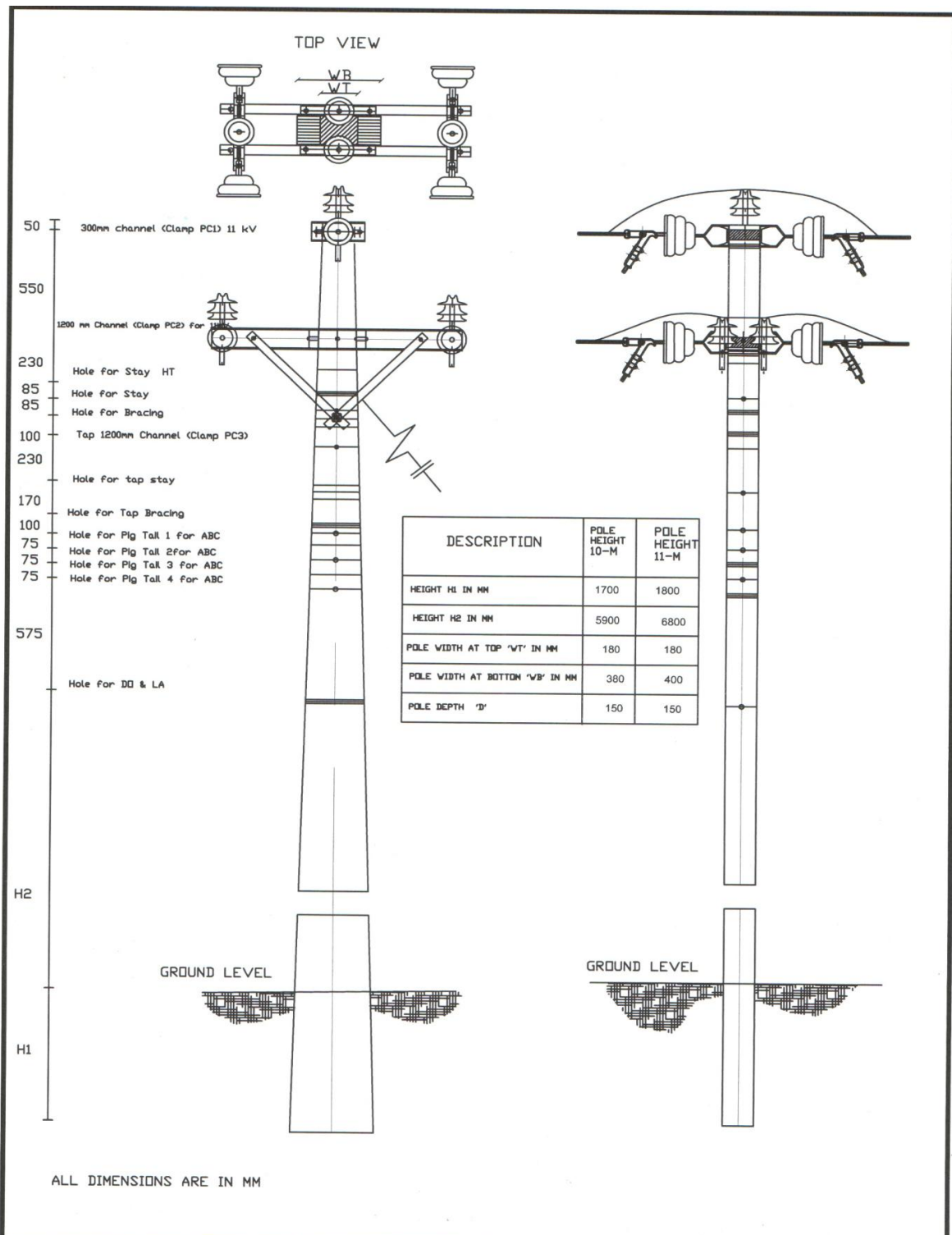




ALL DIMENSIONS ARE IN MM

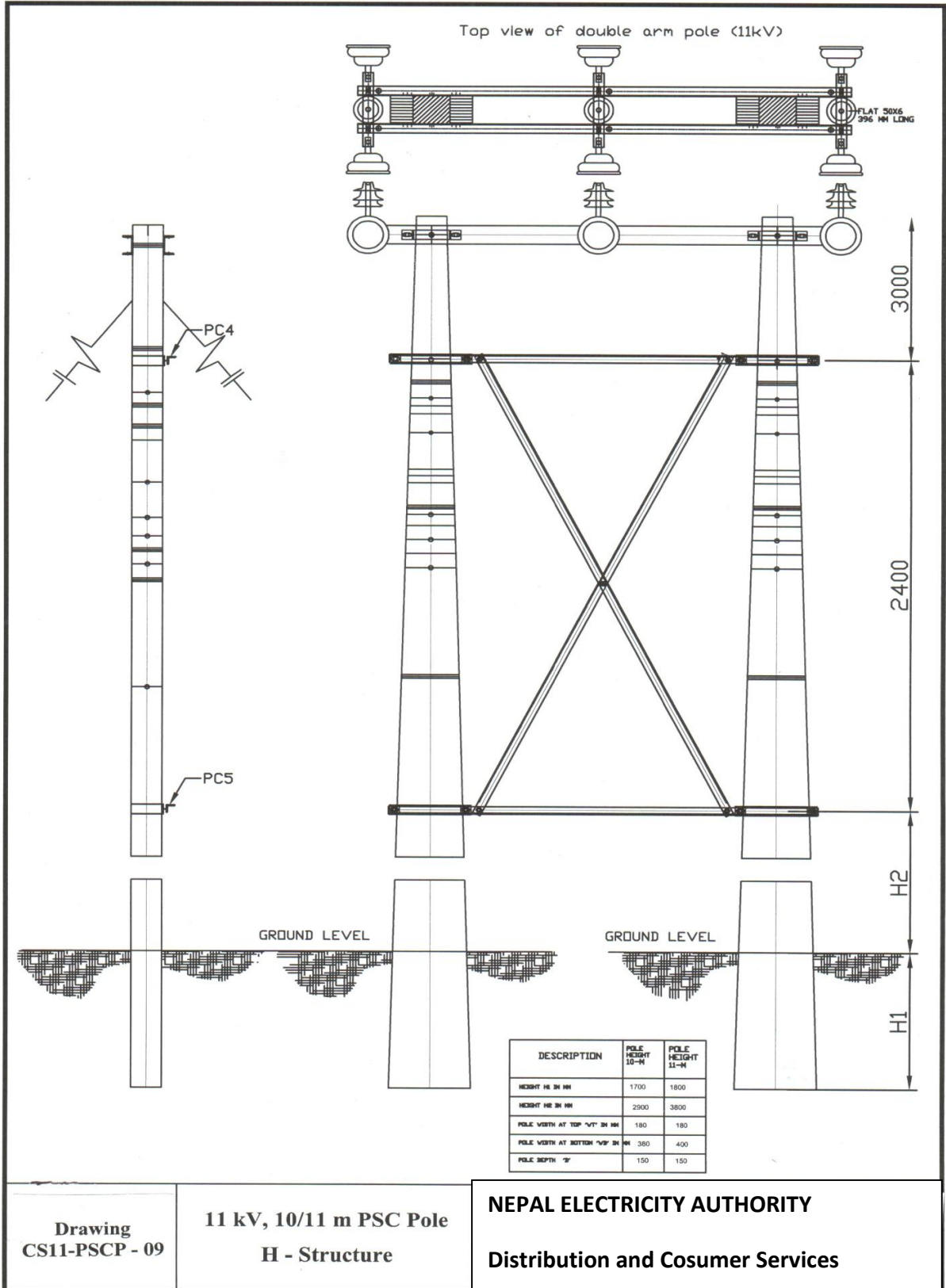
<p>Drawing CS11-PSCP-07</p>	<p>11 kV, 10/11 m PSC Pole Dead End Structure</p>	<p>NEPAL ELECTRICITY AUTHORITY Distribution and Consumer Services</p>
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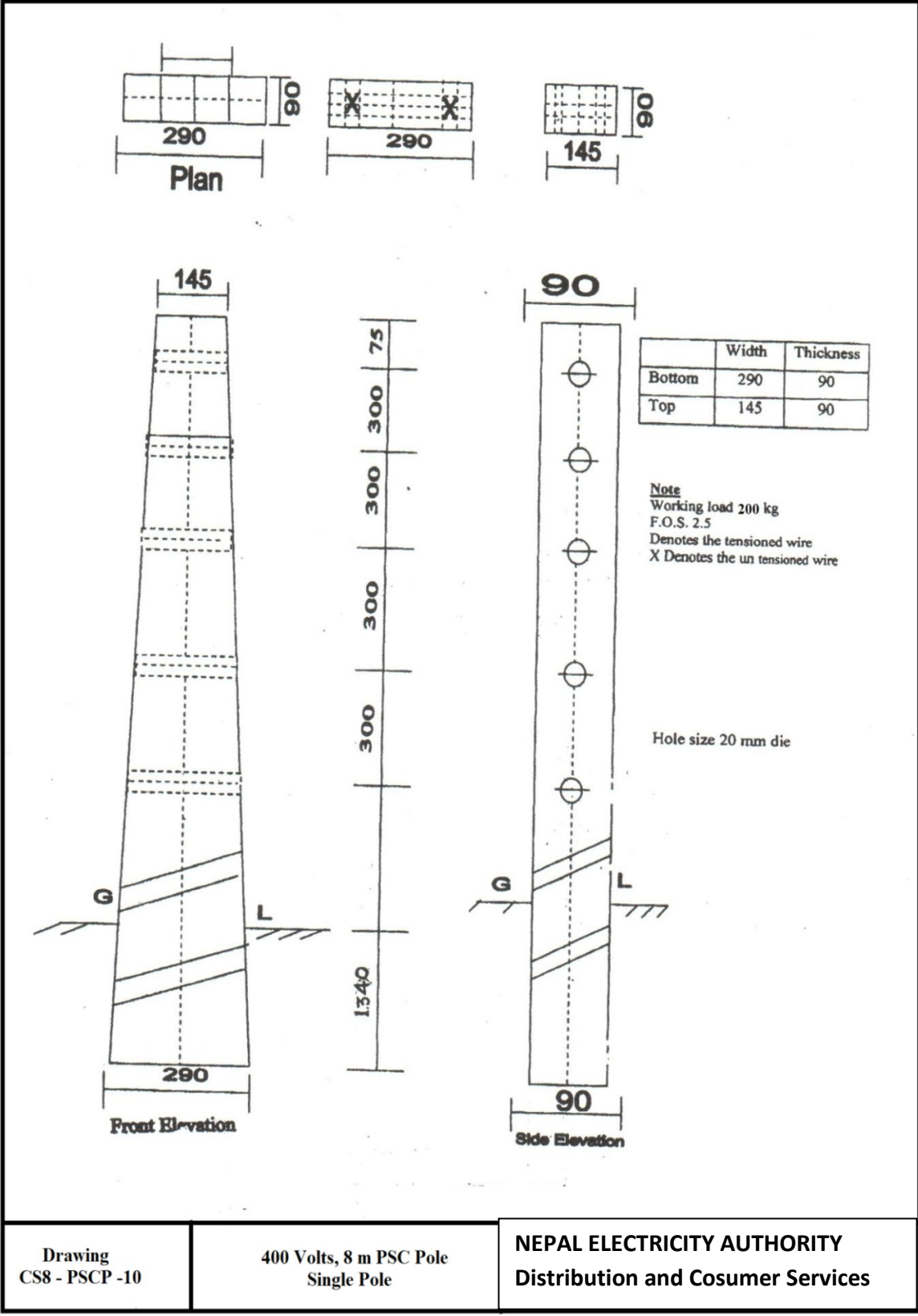




Drawing CS11-PSCP-08	11 kV, 10/11 m PSC Pole Double Dead End Structure	NEPAL ELECTRICITY AUTHORITY Distribution and Consumer Services
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Drawing
CS8 - PSCP -10

400 Volts, 8 m PSC Pole
Single Pole

NEPAL ELECTRICITY AUTHORITY
Distribution and Consumer Services



ANNEX G

STRUCTURE DATA SHEET

