## Nepal Electricity Authority

(A Government of Nepal Undertaking)

## Transmission Directorate Grid Development Department



## **Bidding Document** for

Procurement of Plant Design, Supply and Installation of Ramechhap Garjyang- Khimti 132 kV Transmission Line & Garjyang, Khimti 132 kV Substations

(Single Stage Bidding)

ICB No: RGK/ICB/TL/SS

<b>Issued to:</b>		
ibbucu to.		

Employer: Nepal Electricity Authority
RAMECHHAP GARJYANG KHIMTI 132kV TRANSMISSION LINE PROJECT

Volume III of III
Condition of Contract and Contract Forms

September, 2016

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# Insurances To Be Taken Out By The Employer (Not Applicable)

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#### Appendix 4. Time Schedule

1. Description of Facilities: Supply, Construction, Installation, Testing and Commissioning of Garjyang Khimti 132 kV Double Circuit Line and Garjyang 132/33/11kV Substation and 132kV Switchyard at New Khimti

Name of Facilities		Completion date guaranteed by the bidder from the Effective Date
Transmission Line	Twentyfour (24) Months	
Substations	Twentyfour (24) Months	

**2.** The Bidder shall submit the detailed network and project implementation plans and programme for each of Substations matching with the proposed time schedule as above.

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# Appendix 5. List of Major Items of Plant and Installation Services and List of Approved Subcontractors

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are approved for carrying out the items of the Facilities indicated below. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GC Sub-Clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and	Approved Subcontractors/Manufacturers	Nationality
Installation Services		

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#### Appendix 6. Scope of Works and Supply by the Employer

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of GC Clauses 10, 21 and 24 shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GC Sub-Clause 18.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel

Charge to Contractor (if any)

None

Facilities

Charge to Contractor (if any)

None-Except as noted

Electricity and Water

The Contractor shall be entitled to use for the purpose of the Facilities such supplies of electricity and water as may be available on the site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

<u>Works</u>

Charge to Contractor (if any)

None

**Supplies** 

Charge to Contractor (if any)

None

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### Appendix 7. List of Documents for Approval or Review

Pursuant to GC Sub-Clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GC Sub-Clause 18.2 (Program of Performance), the following documents for

#### A. Approval

- 1.
- 2.
- 3.

#### B. Review

- 1.
- 2.
- 3.

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#### **Appendix 8. Functional Guarantees**

The transformer losses will be capitalized as follows for evaluation purpose:

#### Guaranteed Values Not Reached

If the individual losses of a power transformer as measured during test exceeds the values guaranteed in the Bid, then for each kilowatt of losses in excess of the losses guaranteed, an amount at the rates of twice the rates of specified below shall be deducted from the Contract Price.

a) No load losses: US\$ 4684 per kWb) Load losses: US\$ 1180 per kW

c) Loss associated with cooling fan load: US\$ 393 per kW

#### PERFORMANCE GUARANTEE

The performance figures quoted on Technical Data Sheet shall be guaranteed within the tolerances permitted by relevant standards listed under Volume II –Employer's Requirements, and shall become a part of the successful Bidder's Contract. In case of loss capitalization, no tolerance shall be permitted for the guaranteed value. The transformer will be rejected, if the measured no-load and load losses (excluding fan loss) exceed the guaranteed value by over 15 % provided that the total losses do not exceed 10% as specified.

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## **Performance Security Form – Bank Guarantee**<sup>1</sup>

Beneficiary:	Ramechhap Garjyang Khimti 132kV Transmission Line Project Nepal Electricity Authority (NEA)
<b>Date:</b>	
PERFORMA	ANCE GUARANTEE No.:
into Contract	informed that (hereinafter called "the Contractor") has entered No dated with you, for the execution of Plant y and installation of (hereinafter called "the
Furthermore, guarantee is re	we understand that, according to the conditions of the Contract, a performance equired.
you any sum ous of your first is in breach of	of the Contractor, we hereby irrevocably undertake to pay or sums not exceeding in total an amount of ()², upon receipt by at demand in writing accompanied by a written statement stating that the Contractor of its obligation(s) under the Contract, without your needing to prove or to show our demand or the sum specified therein.
This guarante	e shall be reduced by half upon our receipt of:
(a) (b)	1, 1

This guarantee shall expire no later than the earlier of:<sup>3</sup>

The Employer should insert either the Bank Guarantee (4.1) or the Conditional Guarantee (4.2).

Operational Acceptance is deemed to have occurred.

manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that

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The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the *Employer*.

This text shall be revised as and where necessary to take into account (i) partial acceptance of the Facilities in accordance with Sub-Clause 25.4 of the GCC; and (ii) extension of the performance security when the Contractor is liable for an extended warranty obligation pursuant to Sub-Clause 27.10 of the GCC (although in this latter case the *Employer* might want to consider an extended warranty security in lieu of the extension of the performance security).

- (a) twelve months after our receipt of either (a) or (b) above; or
- (b) eighteen months after our receipt of:
  - (i) a copy of the Completion Certificate; or
  - (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or
  - (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or

(c)	the	day of	. 2	.4
( )	tiit	aay or	,	•

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 15A(i) is hereby excluded.

[signature(s)]	

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Insert the date twenty-eight days after the expected expiration date of the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

# Performance Security Form- Conditional Bank Guarantee (NOT APPLICABLE)

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## **Bank Guarantee Form for Advance Payment**

<b>Beneficiary:</b> Ramechhap Garjyang Ki Nepal Electricity Author	himti 132kV Transmission Line Project
Date:	iny (NLA)
ADVANCE PAYMENT GUARANT	EE No.:
We have been informed that entered into Contract No (hereins	(hereinafter called "the Contractor") has dated with you, for the execution of after called "the Contract").
	ding to the conditions of the Contract, an advance payment  is to be made against an advance
pay you any sum or sums not e ()upon r by a written statement stating that the C	hereby irrevocably undertake to exceeding in total an amount of
	yment under this guarantee to be made that the advance been received by the Contractor on his account number
the value of each part-shipment or part- copies of the relevant shipping and of guarantee shall expire, at the latest, upon by the Contractor of the amount of the whichever is earlier. <sup>5</sup> Consequently, received by us at this office on or befor	the is valid shall be progressively reduced in proportion to redelivery of plant and equipment to the site, as indicated in delivery documents that shall be presented to us. This can our receipt of documentation indicating full repayment to advance payment, or on the day of, 2, any demand for payment under this guarantee must be that date.  In Rules for Demand Guarantees, ICC Publication No. 758.
signature(s) name of bank or financial	institution]

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Insert the expected expiration date of the Time for Completion. The *Employer* should note that in the event of an extension of the time for completion of the Contract, the *Employer* would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the *Employer* might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the *Employer*'s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."