BID DOCUMENT

FOR

THE PROCUREMENT OF

Shifting and Installation of 15 MVA 132/33kV Power Transformer from Lalpur (Kanchanpur) To Damauli (Tanahun)

Removing Existing Transformer

Sealed Quotation

Issued by:

NEA, Pokhara Grid Division

Lekhnath, Kaski

Sealed Quotation Number:	**PGD/2083/084-04(SQ)**
Issued On:	**2083/05/18 (2026/09/03)**

Abbreviations

BD	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP	Development Partners
ELI	Eligibility
EQC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
GCC	General Conditions of Contract
NEA	Nepal Electricity Authority
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
JV	Joint Venture
LIT	Litigation
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPA	Public Procurement Act
NEA	Public Procurement Monitoring Office
NA	Not Applicable
PPR	Public Procurement Regulations
PL	Profit & Loss
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications

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Invitation for Sealed Quotation

Name of the Office: NEA, Pokhara Grid Division

Address of the Office: Lekhnath kaski

Sealed Quotation No: PGD/2083/084-04(SQ)

Date of first Publication: 2083/05/18

1. The NEA, Pokhara Grid Division invites sealed quotations from registered contractors for the construction of All works related to **Dismantling, Loading, Transportation, Unloading, Installation, Testing, Commissioning of 15 MVA 132/33kV Power Transformer from Lalpur(Kanchanpur) to Damauli Substation (Tanahun) including Partial Dismantling and removing of old 30MVA transformer at Damauli substation.**

2. The Estimated amount for the works is (in NRs.) : 19,27,186.41 (Inclusive of VAT)

3. Eligible Bidders can obtain further information and inspect the Sealed quotation Forms at the office of NEA, Pokhara Grid Division at Lekhnath, Kaski or by reaching out to them at Telephone 061-560577 or by dropping a mail at pokharagrid@nea.org.np for further information

4. Sealed Quotation Forms purchased by eligible Bidders on the submission of a written application and upon payment of a non-refundable fee of 1000.0 NRs. In following account details.

Name of the Bank:	Nabil Bank Ltd.
Name of the Office:	NEA, Pokhara Grid
Account Number:	00201017505425

5. Sealed bids must be submitted to Pokhara grid division's office at lekhanath kaski by hand (Hard Copy) before 2083/05/25 (2026-09-10) 12:00 hours . Bids received after this deadline will be rejected.

6. Sealed Quotations shall be opened in the presence of Bidders' representatives who choose to attend at 2083/05/25 (2026-09-10) 14:00 hours at the office of NEA, Pokhara Grid Division, Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of NRs.50,000 which shall be valid for 30 days beyond the validity period of the bid i. e 75 days.

7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
[Note : As mentioned in clause 49 ka of PPR 2064 clause 49ka ,add more relevant information as per required]

8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations with/without assigning the any reason .

Section - II
Instruction to Bidders

Section I. Instruction to Bidders (ITB)

1. Scope of Works	1.1 The Employer stated in the BDS for the works as detailed in attached specifications, requirements, IEEE Guidelines and the bill of quantities provided herein. The name of *Employer, name of project and contract identification number of Contracts* are **provided in the BDS**.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered contractors with eligibility criteria specified in section III Eligibility Criteria. A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP. 2.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder. 2.3 Firms shall be excluded if the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges
3. One Bid per Bidder	3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for construction of the works.
6. Content of Quotation Form	6.1 The Quotation Form comprise the documents listed below: Section I: Instructions to Bidders Section II: Bid Data Sheet Section III : Eligibility Criteria Section IV: Bidding Forms Section V: Works Requirements Section VI: Bill of Quantities Section VII: General Conditions of Contract (GCC) Section VIII: Special Conditions of Contract (SCC) Section IX: Contract Forms

7. Clarification	7.1 A prospective Bidder may obtain clarification on the Quotation Form from the Employer on or before deadline for submission of quotation.
8. Language of Bid	81. All documents relating to the bid shall be in English /Nepali.
9. Documents Comprising Bid	The bid by the Bidder shall comprise the following: • Letter of Bid • Eligibility Information/Document • Bid Security and • Priced Bill of Quantities
10. Bid Prices	10.1 The contract shall be for the whole works described in scope of works based on the priced Bill of Quantities submitted by the Bidder. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities and shall not be paid separately by the Employer. All duties, taxes and other levies payable by the contractor under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.
11. Bid Validity	11.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
12. Bid Security	12.1 The Bidder shall furnish as part of its bid, in original form, a bid security **as specified in the BDS.** 12.2 The bid security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid. 12.3 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. 12.4 The bid security shall be forfeited if: (a) A Bidder requests for withdrawal during the period of bid validity specified by the Bidder on the Letter of Bid, after bid submission deadline. (b) A Bidder changes the prices or substance of the bid while providing information; (c) A Bidder involves in fraud and corruption pursuant to clause 27; the successful Bidder fails to:

	(i) furnish a performance security in accordance with clause 25 and 26; (ii) sign the Contract in accordance within the period stipulated in Letter of Acceptance; or (iii) accept the correction of arithmetical errors pursuant to clause 21.1
13. Format and Signing of Bids	13.1 The bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
14. Sealing and Marking of Bids	14.1 Bidders may submit their sealed hard copy bids by hand . When so **specified in the BDS**, bidders shall have no option of submitting their bids electronically due to unreachable moments of www.bolpatra.gov.np/egp. 14.2 Bidders submitting bids by hand copy: The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.
15. Deadline for Submission of Bids	15.1 Bids shall be delivered to the Employer at the address no later than the time and date **specified in BDS.**
16. Late Bids	16.1 Any bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17.Modification And Withdrawal of Bids	17.1 Bids once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Employer shall open the bids in the presence of the Bidders' representatives who choose to attend at the time and in the place **as specified in the BDS**. The Employer shall prepare and provide minutes of the bid opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Employer in the bid evaluation, bid comparison or contract award decisions may result in rejection of Bidder's bid.
20.Examination of Bids	201. Prior to the detailed evaluation of Bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Bids	21.1 In evaluating the Bids, the Employer shall determine for each bid the evaluated Bid Price by adjusting any corrections for errors. Bids shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

	(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected. 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited. 21.4 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded during the evaluation.
22. Award of Contract	22.1 The Employer shall decide the award of the contract to the Bidder whose bid is within the approved estimate and who has offered the lowest evaluated Bid Price within bid validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2. 22.2 if the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or extremely low 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 estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract or may consider the bid as non-responsive.
23. Employer's Right to Accept any Bid and to Reject any or all Bids	23.1 The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
24. Notification of Award and	24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Employer.

Signing of Agreement	24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 3 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Bid Security, upon which the Contract shall then be awarded to the next successive successful Bidder.
25.Performance Security	251. Within seven 3 days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount =** **[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5%of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
26.Additional Securities	26.1 The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, front loaded or unbalanced. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder.
27.Corrupt or Fraudulent Practices	27.1 The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
28.Conduct of Bidders	28.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) Interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

	f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
29.Blacklisting Bidder	29.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 28.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract, c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, 29.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
30. Provision of PPA and PPR	If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section - II
Bid Data Sheet

Bid Data Sheet

ITB 1	The scope of work is : WORKS SEALED QUOTATION
ITB 1	The number of the Invitation for Bids is : PGD/2083/084-04(SQ)
ITB 1	The Employer is : NEA, Pokhara Grid Division
ITB 11	The bid validity period shall be: 45 days.
ITB 12.1	The Bidder shall furnish a bid security, from 'A' class commercial bank with a minimum of 50,000 which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2	Cash deposit for bid Security: Account details Name of the Bank: Nabil Bank Ltd. Name of the Office: NEA, Pokhara Grid Account Number: 00201017505425
ITB 14.1	Bidders shall have submitted their bids by hands in hard copy form. The required forms and documents shall be part of technical bids. 1. Letter of Bid (Mandatory) 2. Bid Security/Bank Guarantee (Mandatory) 3. Company registration (Mandatory) 4. VAT registration (Mandatory) 5. Tax clearances certificate or evidence of tax return submission (Mandatory) 6. Power of Attorney of Bid signatory (Mandatory) 7. Completed BoQ (Mandatory) 8. Bank Voucher for cost of bid document (Mandatory) 9. Additional documents specified in Bidding Document (If required) Note : The documents specified as “Mandatory” should be included with bid submission
ITB 15	The deadline for Sealed Quotation submission is: 2083/05/25 (2026-09-10) 12:00 Address: Pokhara Grid Division , Lekhanath Kaski
ITB 18	The bid opening shall take place at : Address: NEA, Pokhara Grid Division, Lekhnath Kaski, Gandaki Province, Nepal Date and Time: 2083/05/25 (2026-09-10) at 14:00 The Employer shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders’ representatives who choose to attend

Section - III
Eligibility Criteria

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

1 Firm/Company Registration Certificate

2 Business Registration Certificate (License)

3 PAN/VAT Registration Certificate

4 Tax Clearance Certificate/ Extension Letter/Tax return submission evidence for the F/Y

5 Power of Attorney

6 Letter of Bid

7 insert addition document if required

Notes to Bidders :

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

Section - IV
Bidding Forms

Letter of Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To:

……

……..... We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents.

(b) We offer to execute in conformity with the Bidding Documents the following Works:

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:……

(d) The discounts offered and the methodology for their application are:……

(e) Our bid shall be valid for a period of 45 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(h) We declare that, we have not been black listed and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(j) If awarded the contract, the person named below shall act as Contractor's Representative:

(k) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: .....

In the capacity of .....

Signed ……...

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

Date ……....

Bid Security

Bank Guarantee

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
.Bank's seal and authorized signature(s)
Note:
The bid security of ……..……. has been counter guaranteed by the Bank ..... on

… ..... (Applicable for Bid Security of Foreign Banks).

Section - V
Works Requirements

1. SCOPE OF WORK

The scope of work includes the complete dismantling, packing, loading, transportation, unloading, re-erection, oil processing, testing, commissioning of the 15MVA, 132/33 kV Power Transformer from lalpur substation to damauli substation and dismantling, shifting (in switchyard open space) of existing 30MVA 132/33 kV power transformer present at foundation of damuli substation. Scope of work is in details as following.

Partial Dismantling of Old 30 MVA Transformer (Damauli Substation)

- Drain insulating oil into clean, moisture-free storage containers to the extent required to safely relieve tank weight and facilitate equipment disconnection.
- Mechanically dismantle external cooling radiators, conservator tank, cooling fans, and associated pipework as required by site conditions.
- Install blanking plates with fresh gaskets on all exposed tank flanges to prevent environmental contamination or moisture entry.

Shifting and Relocation of Old 30 MVA Transformer (Damauli Substation)

- Disconnect all primary, secondary, earthing, control, and protection terminations from the existing foundation.
- Jack, pull, and shift the 30 MVA main tank from its active transformer pad to the designated open storage area within the switchyard.
- Secure the unit on level supports within the switchyard to ensure structural stability without damaging substation civil works or underground cable trenches.

Dismantling and Transit Preparation of 15 MVA Transformer (Lalpur Substation)

- Drain transformer oil into steel storage containers and safely uncouple all external components, including HV/LV bushings, radiators, conservator tank, and piping.
- Purge and pressurize the main tank with dry nitrogen (N_2) or dry air to approximately 20 kPa positive pressure to prevent moisture ingress into the core and windings.(AS PER AVAILABILITY)
- Seal all openings with steel blanking plates and new gaskets, and pack delicate accessories (bushings, Buchholz relays, temperature indicators) into shock-absorbent, weatherproof wooden crates.

Loading and Transportation (Lalpur to Damauli)

- Perform a pre-transit route survey verifying bridge structural limits, road conditions, and overhead electrical clearances along the highway corridor.
- Jack, pull, and crane-load the main tank onto a suitable multi-axle trailer, chaining and securing it against transit shocks.
- Transport the transformer from Lalpur (Kanchanpur) to Damauli (Tanahun) while regularly logging and maintaining positive internal gas pressure.

Offloading and Mechanical Assembly (Damauli Substation)

- Inspect the tank upon arrival, verify gas pressure, and carefully offload and position the 15 MVA transformer directly onto the newly vacated transformer foundation.
- Reassemble all detached components, including radiators, pipework, conservator tank, valves, and bushings, torquing all internal/external connections to factory specifications.

Oil Processing, Electrical Works, Testing & Commissioning

- Evacuate the main tank under full vacuum to eliminate internal moisture prior to oil filling.(AS PER AVAILABILITY)
- Filter insulating oil through a high-vacuum oil treatment plant, verifying acceptable Dielectric Breakdown Voltage (BDV) and moisture (PPM) limits.
- Terminate all power leads, neutral grounding, control cables, and protection circuits (OTI, WTI, PRD, Buchholz relay).
- Execute comprehensive Site Acceptance Testing (SAT)—including Insulation Resistance (IR/PI), Transformer Turns Ratio (TTR), Winding Resistance, Capacitance and Tan Delta, Magnetic Balance, and Impedance tests—and assist NEA engineers through final energization and handover.

Comprehensive Transit & Erection Insurance

- Procure a comprehensive Marine-Cum-Erection ("All-Risk") insurance policy covering 110% of the replacement value of the 15 MVA transformer plus all dismantling, transportation, and installation costs.
- Maintain active coverage naming Nepal Electricity Authority as the beneficiary from the start of dismantling at Lalpur through final site testing and commissioning at Damauli.

The Employer should provide a description of the selected parts of the Works with appropriate references to Drawings, Specifications, Bill of Quantities, and Design or Performance criteria, stating that the alternative solutions if applicable shall be at least structurally and functionally equivalent to the basic design parameters and specifications.

2. Work Specifications

The scope includes the complete dismantling, packing, loading, transportation, unloading, re-erection, oil processing, testing, and commissioning of the 15MVA, 132/33 kV Power Transformer from lalpur substation to damauli substation. All execution methodologies shall strictly comply with the latest editions of IEC 60076 (Power Transformers), IEEE C57.150 (Transportation Guide), IEEE C57.93 (Installation Guide), and applicable regional utility standards (e.g., CBIP Manual 295). The Contractor shall submit a detailed Method Statement and lifting plan for approval at least 3 days prior to commencing dismantling works.

2.2 Dismantling and Packing

Oil Drainage and Storage: The Contractor shall drain the existing transformer oil into clean, moisture-free, and pressure-tested steel storage tanks. The oil shall be protected from environmental contamination.
Nitrogen (N2) /Dry Air Purging: Immediately after oil drainage, the main tank shall be purged and

pressurized with dry Nitrogen (N2) or ultra-dry air to a positive pressure of approximately 20 kPa to prevent moisture ingress into the active part (Optional).

Sealing and Blanking: All openings created by the removal of bushings, radiators, and pipework shall be securely sealed with appropriate steel blanking plates and new gaskets to ensure a 100% airtight seal.

Accessory Handling: All fragile and detachable accessories (bushings, Buchholz relays, cooling fans, conservator, temperature indicators) shall be carefully dismantled, thoroughly cataloged, and packed in weather-proof, shock-absorbent wooden crates.

2.3 Loading and Transportation

Route Survey: The Contractor is solely responsible for conducting a comprehensive route survey to verify bridge capacities, road conditions, and overhead clearances for the heavy multi-axle transport vehicle.

Transit Monitoring: The Contractor shall monitor and log the N2/Dry Air gas pressure inside the main tank at regular intervals during transit. Positive pressure must be maintained at all times.

2.4 Unloading and Re-Erection

Arrival Inspection: Upon arrival at the new site, the Contractor and the Employer's representative shall jointly inspect the impact recorder data and verify the internal N2 pressure before unloading commences.(optional)

Vacuum Application: Prior to oil refilling, the transformer main tank shall be subjected to a full vacuum process to eliminate any residual surface moisture on the windings. The Contractor shall ensure the tank is rated for full vacuum.

Oil Filtration: The insulating oil shall be thoroughly filtered using a high-vacuum oil treatment plant. The oil shall be tested for Dielectric Breakdown Voltage (BDV), moisture content (PPM), and Dissolved Gas Analysis DGA(optional) to meet acceptable baseline limits before filling if applicable.

Assembly: The Contractor shall meticulously reassemble all cooled radiators, conservators, pipework, and bushings, ensuring that all internal lead connections are correctly torqued and secured.

2.5 Site Acceptance Testing and Commissioning

Pre-Commissioning Testing: Before energization, the Contractor shall perform comprehensive Site Acceptance Tests (SAT) in the presence of the Employer's engineer.

Mandatory Tests:

The testing suite shall include by calibrated testing equipment, but is not limited to:

- Insulation Resistance (IR) and Polarization Index (PI) using a 5/10kV Megger.
- Transformer Turns Ratio (TTR) across all tap positions.
- Winding Resistance measurement for all phases and taps.
- Capacitance and Tan Delta measurements for bushings and windings.
- Magnetic Balance test for at normal tap.
- Short Circuit Name Plate Impedance measurement at normal tap.
- Excitation Current Measurement at different tap position.

Protection Relay Calibration: All mechanical and electrical protection devices (Buchholz relay, Pressure Relief Device (PRD), Oil Temperature Indicator (OTI), and Winding Temperature Indicator (WTI)) shall be functionally tested and calibrated.
Final Handover: The transformer shall only be energized upon successful review of all SAT reports by the Employer and receipt of a formal "Clearance for Energization" certificate.

2.6 Insurance Requirements

Comprehensive Coverage: The Contractor shall procure and maintain a comprehensive "All-Risk " Transit and Erection Insurance policy (often termed a Marine Cum Erection policy) covering the 15MVA transformer from the moment dismantling begins at the existing site until the final testing, commissioning, and handover at the new site.
Insured Value: The insurance policy must cover 110% of the estimated replacement value of the transformer, plus the total cost of the dismantling, transportation, and re- erection services.
Scope of Perils: The policy shall explicitly cover physical loss, damage, or destruction caused by accidents, fire, theft, mishandling during crane loading/unloading, road collisions, natural disasters (Acts of God), and internal damage caused by excessive G-force shocks during transit.
Beneficiary: The Employer (utility or owner) shall be named as the primary beneficiary or co-insured party on the policy.
Claim Settlement: In the event of damage, the Contractor shall be fully responsible for coordinating with the insurance company, filing all necessary claims, and executing any repairs or replacements mandated by the insurance surveyor without causing undue delay to the overall project schedule.

Section - VII
Drawings

Note:

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

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

Figure 1: Location of Lalpur Substation (Kanchanpur)

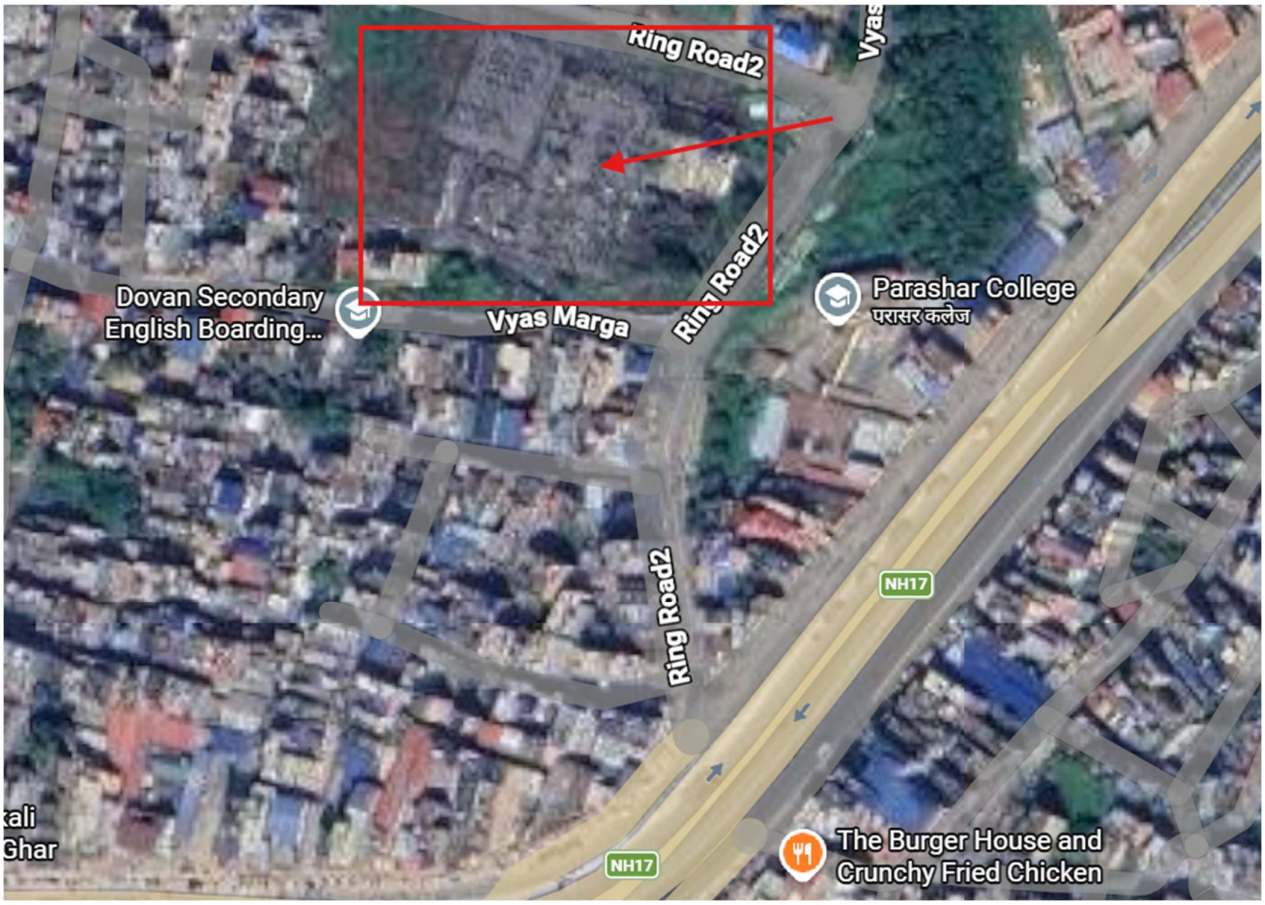

Figure 2: Location of Damauli Substation (Tanahun)

Section- VIII
Bill of Quantities

Bill of Quantities

Nepal Electricity Authority
Grid Operation Department
Pokhara Grid Division
BOQ
(To be Duly Filled and Signed by the Bidder)

Job : Dismantling, Loading, Transportation, Unloading, Installation, Testing, Commissioning of 15 MVA 132/33kV Power Transformer from Lalpur (kanchanpur) to Damauli Substation (Tanahun) including Partial Dismantling and removing of old 30MVA transformer at Damauli substation.

S.No	Description	Unit	Quantity	Rate	Amount
	30 MVA 132/33KV Transformer				
1	Partial Dismantling of Transformer (Radiators, Conservator Tank, Cooling Fan, Detanking of Oil as required at site) for placing at open space within switchyard	Lot	1		
2	Shifting and placing of existing 30 MVA Transformer from Foundation to open space within the switchyard at Damauli S/S.	Lot	1		
	15 MVA 132/33KV Transformer				
3	Dismantling of 132/33KV 15MVA Transformer, Bushing, Radiators, Conservator Tank, Detanking of Oil, Inspection such as to make ready for the Transportation.	Lot	1		
4	Pulling, Loading Transportation of 15 MVA 132/33KV Transformer Form Lalpur To Damauli	Lot	1		
5	Installation and Assembly of 132/33KV 15MVA Transformer at Damauli S/S.	Lot	1		
6	Electrical Works including Oil Filtration, Wiring of Equipment, Protection Circuits, Testing & Commissioning 15 MVA 132/33KV Transformer	Lot	1		
	Transit Insurance				
7	Transit Insurance	Lot	1		
	VAT @13%				
	Total of Dismantling, Transportaion and Unloading				

Page 1

Name:
Sign/Stamp:
Address:
Phone Number

Section - IV
General Conditions of Contract

Section VII. General Conditions of Contract (GCC)

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

	1.1.12 "**Time for Completion**" means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.
Money and Payments	1.1.13 "**Cost**" means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit. 1.1.14 "**Contract Price**" means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract. 1.1.15 "**Retention Money**" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3
Other Definitions	1.1.16 "**Contractor's Equipment**" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant. 1.1.17 "**Country**" means Nepal. 1.1.18 "**Employer's Liabilities**" means those matters listed in Sub-Clause 5.1. 1.1.19 "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the permanent work. 1.1.20 "**Plant**" means the machinery and apparatus intended to form or forming part of the Permanent Works. 1.1.21 "**Site**" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site. 1.1.22 "**Variation**" means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1. 1.1.23 "**Works**" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation. 1.1.24 "**Permanent Works**" means the permanent works to be executed (Including Plant) in accordance with the Contract. 1.1.25 "**Temporary Works**" means all temporary works of every kind (other than contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
1.2 Interpretation	Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.
1.3 Priority of Documents	The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as **listed in the SCC**.
1.4 Law	The law of the Contract is stated in the Law of Nepal.

1.5Communications	Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed. If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party, then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.
1.6 Statutory Obligations	The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
2. The Employer	
2.1 Provision of Site	The Employer shall provide the Site and right of access thereto at the times stated in the SCC.
2.2 Permits and Licenses	The Employer shall, if requested by the contractor, assist him in applying for permits, licenses or approvals which are required for the Works.
2.3 Employer's Instructions	The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
2.4 Approvals	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
3. Employer's Representatives	
3.1 Authoried Person	One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
3.2 Employer's Representative	The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.
4. The Contractor	
4.1 General Obligations	The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer. During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under. A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.

4.2	**Contractor's Representative**	The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.
4.3	**Subcontracting**	The contractor shall not subcontract the Works.
4.4	**Performace Security**	As **stated in the SCC**, the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
5.	**Employer's Liabilities**	
5.1	**Employer's Liabilities**	In this Contract, Employer's Liabilities mean: a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country, b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works. d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract, e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure, h. any failure of the Employer, i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer, j. any delay or disruption caused by any Variation, k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement, l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.
6.	**Time for Completion**	
6.1	**Execution of the Works**	The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
6.2	**Programme**	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC

6.3	**Extension of Time**	The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities. The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 7 days before the expiry of the Contract completion date. On receipt of an application from the contractor, within 7 days , the Employer shall consider all supporting details provided by the contractor and shall decide extend the Time for Completion as appropriate.
6.4	**Liquidated Damages for Delay**	If the contractor fails to complete the Works within the Time for Completion, the contractor's liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.
7.	**Taking-Over**	
7.1	**Completion**	The contractor may notify the Employer when he considers that the Works are complete. In addition to the other provisions, before acceptance of the completed works, Employer shall verify and assure that such works are within the set objective, quality and appropriate to operate and use.
7.2	**Taking-Over Notice**	The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly. The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.
8.	**Remedying Defects**	
8.1	**Remedying Defects**	The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.
8.2	**Uncovering and Testing**	The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 9.2.
9.	**Variations and Claims**	
9.1	**Right to Vary**	Not Applicable

9.2 Valuation of Variations	Not Applicable
9.4 Right to Claim	If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as except variation.
9.5 Variation and Claim Procedure	Not Applicable
10. Contract Price and Payment	
10.1 Valuation of the Works	The Contract Bill of Quantities and the approved Variation quantities shall be used to calculate the valuation of the works completed. The Contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities or rate agreed pursuant to clause 9.2 for varied works.
10.2 Payments Certificates	The Contractor shall submit to the Employer monthly statements of the estimated value of the works completed less the cumulative amount certified previously. The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor
10.3 Payments	The Employer shall pay to the contractor the amount certified less retention at the rate stated in the SCC within 30 days of the date of each certificate.
10.4 Payment of Retention	One half of the retention shall be repaid by the Employer to the contractor within 30 days upon expiry of Defects Liability Period and the Employer has certified that the notified defects have been corrected. The remainder of the retention shall be paid by the Employer to the contractor within 7 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns
10.5 Advance Payment	10.5.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

	10.5.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. 10.5.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
10.6 Local Taxation & Value Added Tax	a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal. b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.
11. Termination of Contract and Payment	11.1 The Employer may terminate the Contract at any time if the contractor; a. does not commence the work as per the Contract, b. abandons the work without completing, c. fails to achieve progress as per the Contract. 11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. 11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following : (a) The Contractor uses the advance payment for matters other than the contractual obligations, (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (g) The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; (h) the Contractor does not maintain a Security, which is required; (i) the Contractor has delayed the completion of the Works by the number of

	days for which the maximum amount of liquidated damages can be paid, **as defined in the SCC 6.4** ; and (j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience. 11.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
	11.7 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. 11.8 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. 11.9 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer. In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.
12. Risk and Responsibility	
12.1 Contractor's Care of the Works	The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.
12.2 Force Majeure	If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment. If the event continues for a period of 7 days, either Party may then give notice of termination which shall take effect 7 days after the giving of the notice. After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following: a. any sums to which the contractor is entitled under Sub-Clause 9.4,

	b. the Cost of his suspension and demobilisation, c. any sums to which the Employer is entitled. The net balance due shall be paid or repaid within 30 days of the notice of termination.
13. Resolution of Disputes	
13.2 Amicable Settlement	The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
14.Conduct of Bidders	14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 14.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price.. g) contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
15. Blacklisting Bidder	15.1 Without prejudice to any other right of the Employer under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2, b) if it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was

	based on false or misrepresentation of bidder's qualification information, **e) other acts mentioned in the Bidding Data** 15.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
16. Provision of PPA and PPR	If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section - V
Special Conditions of Contract

Section VIII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement
[Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]

1.1.1	Documents forming the Contract listed in the order of priority: 1. The Agreement 2. Special Conditions of Contract 3. General Conditions of Contract 4. The Technical Specifications 5. The Drawings 6. The Bill of Quantities
1.1.12	The indented completion date for the works shall be 45
1.5	The language of the contract is ENGLISH/NEPALI.
2.1	The Site Possession Date(s) shall be: from the day of work order issue.
3.1	The Authorized person is : Roshan Khadka
3.2	Name and Address of Employer's representative is : Roshan Khadka, Lekhnath, Kaski, Gandaki Province Nepal
4.4	The Performance Security amount is: : 5% i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax
6.2	Time for the submission of programme : 5 days.
6.4	Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement.
8.1	Period for notifying defects is 10 days calculated from the date stated in the notice under Sub-Clause 7.2.
10.5.1	The Advance Payments shall NOT be applicable
10.5.3	Deductions from Payment Certificates will commence in the first certificate in which the Value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 5% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.

Section - IX
Contract Forms

Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Letter of Acceptance

[on letterhead paper of the Employer]

Date: ……..

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

Subject..... Notification of Award

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

You are hereby instructed to contact this office to sign the formal contract agreement within 3 days with Performance Security of.....[specify the performance security amount computed as per ITB 22.2 and 25.1] consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

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

Authorized Signature: ……...

Name and Title of Signatory: ……

Contract Agreement

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

WHEREAS the Employer desires that the Works known as..... ……name of the Contract .....should be executed by the Contractor, and has accepted a Quotation by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs [insert amount of contract price in words and figures including taxes] (hereinafter "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to the following documents shall be deemed to form and be read and construed as part of this Agreement.
   (a) the Letter of Acceptance;
   (b) the Letter of Bid;
   (c) the Addenda Nos ..... insert addenda numbers if any ……
   (d) the Special Conditions of Contract;
   (e) the General Conditions of Contract;
   (f) Bills of Quantities (BOQ);
   (g) the Specification;
   (h) the Drawings;
   (i) the Activity Schedules; and
   (j) ..... [***Specify if there are any other document***]
2. 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.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.

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

Witness, Name Signature, Address, Date

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

Witness, Name, Signature, Address, Date

Performance Security

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

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

..... Name and Address of Employer …….....

Date: .....

Performance Guarantee No.:…….

We have been informed that ..... ***[insert name of the Contractor]*** (hereinafter called "the Contractor") has been notified by you to sign the Contract No .....***[insert reference number of the Contract]*** for the execution of … ..... ***[insert name of contract and brief description of Works]*** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Contractor, we..... ***[insert name of the Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... ***[insert name of the currency and amount in figures*] (..... insert amount in words)*** such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

……
Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.
Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [Three months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Advance Payment Security

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

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

Beneficiary .....***Name and address of employer*** Date :

……

Advance Payment Guarantee No……..

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

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum……. name of the currency and amount in figures****…(.... amount in words)*** is to be made against an advance payment guarantee.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of .....**, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

…… Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
*The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.
** Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.