



TENDER DOCUMENT

FOR

**Supply & Installation of CCTV Cameras and Drones at Ratmate, Damauli
and New Butwal Substation works sites for Remote Monitoring/Surveillance
including its maintenance**

Tender No: WAP/ NEPAL/F0391/2026

Date: 24.09.2026

Key Dates

Date of Issue / NIT	24.09.2026
Deadline for Submission of Bid	16.10.2026 from 12.00 Hours (NST)
Date & Time of Opening of Technical Part of Bid	16.10.2026 from 13.00 Hours (NST)

Office of:

WAPCOS Limited

Address:

**513, 2nd Floor, Cosmic Tower,
Kantuhiti Marg, Sanepa-2
Lalitpur- 44600**

Telephone: +977-9704378833 , Email: etpnepal@wapcos.co.in

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)

WAPCOS Limited (a Govt. of India Undertaking under Ministry of Jal Shakti) invites **“Tender”** on “Fixed Rate Contract ” from experienced and competent bidders from Nepal under Competitive Bidding (Single Stage Two Envelop) , meeting prescribed qualifying criteria as mentioned in tender document.

1.	Name of Work	:	Supply & Installation of CCTV Cameras and Drones at Ratmate, New Damauli and New Butwal Substation work sites for Remote Monitoring/Surveillance including its maintenance.
2.	Site / Location	:	This scheme is proposed at Ratmate , New Damauli and New Butwal Substation work sites and its Interconnected Transmission Line work sites (315 km) which are located at different districts in Nepal .
3.	Website for viewing and downloading of Bid Document	:	www.wapcos.co.in
4.	Estimated Cost of Work	:	NPR. 1,20,00,000/- (Nepalese Rupees One Crore Twenty Lacks only)
5.	Cost of Bid Document	:	NPR 6,000 (The tender document will be accepted only from those bidders who would have submitted tender document fee in the form of Demand Draft in favour of WAPCOS Limited, Kathmandu , Nepal)
6.	Bid Security/ EMD	:	(2% of Estimated Cost) in the form of through unconditional and irrevocable Bank Guarantee from a recognized/scheduled bank in Nepal or equivalent acceptable financial institution in favor of “WAPCOS Limited” payable at Nepal issued by a Scheduled/Nationalized bank.
7.	Project Completion Period	:	• 3 (Three) months from the date of award for Supply , Erection and commissioning of the Remote Monitoring/Surveillance system. • Defect Liability period shall be 6 (Six) months from the date of taking over of the work. • Annual Maintenance period shall be starting after completion of defect liability period
8.	Validity of Bid/Tender	:	90 Days

9.	Date & time for availability/downloading of the document from site www.wapcos.co.in	:	Upto 15.10.2026; 17:00 Hrs.(NST)
10.	Last Date & time for receipt of any clarification prior submission of bid	:	02.10.2026; 17:00 Hrs.(NST)
11.	Submission of Technical Bid, Bid Security, Cost of Bid Document , etc. (Envelop -1) and Price Bid (Envelop-2) in a Single Sealed Cover	:	16.10.2026; 12:00Hrs(NST) at the following office location: WAPCOS Limited 513, 2nd Floor, Cosmic Tower, Kantuhiti Marg, Sanepa-2 Lalitpur- 44600 Email: etpnepal@wapcos.co.in <i>"IF BID IS NOT SUBMITTED PHYSICALLY WITHIN THE STIPULATED TIME, IT WILL NOT BE CONSIDERED FOR EVALUATION"</i>
12.	Last date & time for submission of Bid	:	16.10.2026 ; 12:00Hrs(NST)
13.	Opening of Technical Bid(Envelop-1)	:	16.10.2026 ; 13:00Hrs(NST)
14.	Opening of Price Bid(Envelop-2)	:	Date and Time to be Intimated to Technically Qualified Bidders separately
15.	WAPCOS Communication address during Bidding and Execution of Works	:	WAPCOS Limited 513, 2nd Floor, Cosmic Tower, Kantuhiti Marg, Sanepa-2 Lalitpur- 44600 Email: etpnepal@wapcos.co.in Contact No. +977-9704378833
16.	Pre-bid meeting Location	:	No pre bid meeting shall be held. However, bidder can ask any clarification within 7 days from the date of publish of this tender at following address : WAPCOS Limited 513, 2nd Floor, Cosmic Tower, Kantuhiti Marg, Sanepa-2 Lalitpur- 44600 Or Through email at etpnepal@wapcos.co.in

		No clarification shall be entertained received after 7 days from the date of publish of this tender.
Bidder should prepare the Bid Security in form of through unconditional and irrevocable Bank Guarantee from a recognized/scheduled bank in Nepal or equivalent acceptable financial institution as per the instructions specified in the tender document.		

If the office of WAPCOS Limited, Nepal happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from above specified website. Bidders are advised to visit above specified website regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document.

The purpose of this NIT is to provide interested parties with information to assist them in preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.

IMPORTANT POINTS

- 1.1 The bidder should be a Nepalese Registered Company under Companies Act.
- 1.2 All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected. The bid submitted with a price variation/escalation clause will be treated as non- responsive and rejected.
- 1.3 WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. for rejection of its Bid and will not be bound to accept the lowest or any other tender.
- 1.4 No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- 1.5 All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- 1.6 Any additional information, if not covered in the Bid documents, can be obtained from the office of the **WAPCOS Ltd, Kathmandu, Nepal** during office hours.
- 1.7 The bid received through Fax or E-mail shall not be accepted.
- 1.8 Only those bidders, whose bid will meet the Qualifying Criteria, will be considered responsive and will be considered for evaluation

- 1.9 Postal delay in delivery of Bids or damaged bids or non-receipt of the same in time shall be at the risk and responsibility of the bidder.
- 1.10 The bidders are advised to undertake the site visit of the proposed works, at their own cost, responsibility and risk to familiarize with the site condition's, climate, approach roads, power, local labour and construction materials, etc. at site and obtain all necessary information that are required for preparing the bids and entering into a contract for execution of the works. Bidders may contact the Engineer- in-charge of works for any guidance relating to the site visit.
- 1.11 Protection measures while working shall be taken as per the instructions of local authorities and shall abide by the rules.

For and on behalf of WAPCOS Limited

(Sd/-)

**Manish Kumar
WAPCOS Limited**

SECTION- I

INSTRUCTIONS TO BIDDER

SECTION– I: INSTRUCTIONS TO BIDDER

1. INTRODUCTION :

WAPCOS Limited (a Govt. of India Undertaking under Ministry of Jal Shakti)-Engineer invites “ **Tender**” on “**Fixed Rate Contract Mode**” from experienced and competent bidders from Nepal, meeting prescribed qualifying criteria as mentioned in tender document for the works “**Supply & Installation of CCTV Cameras and Drones at Ratmate, Damauli and New Butwal Substation work sites for Remote Monitoring/Surveillance including its maintenance.**”

2. QUALIFYING CRITERIA:

The intending bidders must read the terms & conditions of tender documents carefully. Bidder should only submit bid if bidder considers itself eligible and is in possession of all the documents required.

Qualification of Bidder will be based on the Bidder’s Technical Experience and Financial Position as demonstrated by the Bidder’s responses in the corresponding Bid Schedules.

The Engineer will assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include document verification, manpower and financial resources, past experience and performance. The Technical Bid shall be submitted (Hardcopy + soft copy in pen drive enclosed in Envelop -1) and Price Bid(Hardcopy + soft copy for evaluation purpose in pen drive enclosed in Envelop -2).

All the documents must be arranged in the order specified below along with check list and each page should be clearly numbered (MANDATORY).

2.1 Format of Check List				
S. No.	Particular of Document	Yes	No	Page Nos. (from-to)
a)	Authorization Letter to sign the Tender/Bid on bidder’s original letter head or Power of attorney from the competent authority of the firm.			
b)	Original copy of Demand Draft/irrevocable Bank Guarantee for EMD and Cost of Bid Document of the amount as mentioned in NIT along with declaration for EMD Submission as per Form-1 on bidder’s original letter Head along with self-attested original valid documents.			

c)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head (Form-2) .			
d)	Yearly Turnover and Audited Balance Sheet for Last 3 (three) years ending on the financial year 2024-25.			
	• The Bidder should not have incurred any loss (profit after tax should be positive) in more than one years during last three years ending 2024-25 .			
	• Turnover: Average annual financial turnover of the agency should be at least 40% of the estimated cost of work during Three(3) consecutive financial years ending 2024-25.			
	• Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered Accountant. • Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company.			
e)	Experience of having successfully completed similar nature of work either of the following in the last three years. a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (Similar works means Supply and Installation of CCTV Cameras and Drones for Remote Monitoring/Surveillance Equipment's in Project Sites)			
f)	Name, Address, details of the Organization, Name(s) of the Owner of the firm / company)			
g)	Value Added Tax (VAT) for Bidder: Bidders registration of VAT, which are mandatory, as per Govt. of Nepal notification regarding VAT.			

	Accordingly bidder shall submit relevant documents.			
h)	The bidder should be a Nepalese Registered Company under Companies Act . Copy of Certificate of Incorporation/Registration, as applicable, should be submitted along with a copy of address proof.			
i)	Bidder should not be blacklisted/ debarred by any government /semi government department/others. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.			
j)	Letter of understanding the project site on bidder's Letter Head			
k)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head.			
l)	Each page of the Tender document & Addendum/Corrigendum shall be signed by the bidders submitting the Tender in token of its having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract.			

2.2 MAJOR TECHNICAL QUALIFYING CRITERIA

Sl. No.	Criteria
1.	Yearly Turnover and Audited Balance Sheet for Last 3 (three) years ending on the financial year 2024-25 duly certified by Chartered Accountant. Turnover: Average annual financial turnover of the bidder should be at least 40% of the estimated cost of work during 3 consecutive financial years ending 2024-25.
2.	The bidder should not have incurred any loss (profit after tax should be positive) in more than one year) during last three years ending 2024-25 .
3.	The bidder should also have satisfactorily completed the similar types of works as mentioned below during the last three years , ending previous day of last date of submission of tender. a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or

	c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (Similar works means Supply and Installation of CCTV Cameras and Drones for Remote Monitoring/Surveillance Equipment's in Project Sites)
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Apart from above mentioned technical qualifying criteria, documents required for QUALIFICATION CRITERIA as mentioned in checklist is mandatory and pre-requisite for consideration in technical evaluation.

No information relating to price bids and terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder's technical submittal is found non-compliant with the requirement of work, it shall be rejected. This process is to assure that only technically acceptable bids are considered for the tendered work.

Bidder / JV (JV of Maximum Two Firms) who meets the qualifying (Technical & Financial) requirements individually or jointly shall be eligible to participate .

In case of JV, the lead partner shall mandatorily be a Nepal-registered entity and will meet individually minimum 51% of financial criteria of bid. Other partners will meet the individually minimum 20 % of financial criteria of bid. All partners shall be jointly and severally liable for completion of works.

3. PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

4. SUBMISSION OF BIDS

1. Bids submitted only in Hard copy shall be accepted. Tenderer should ensure that the documents being submitted by it are legible.
2. Bidder should prepare the EMD/Bid Security and Bid document cost as per the instructions specified in the tender document.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the BoQ format is found to be modified by the bidder, the bid will be rejected.
4. The submitted tender documents become readable only after the tender opening by the authorized bid openers.

5. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for the tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of bid submission may be directed to call at +977-9704378833.

Email Support: etpnepal@wapcos.co.in

6. BID SUBMISSION

The bid-submission shall be offline process and Single Stage Two Envelope system.

- Technical Bid (Envelope-I of the Tender Document)
- Price Bid (Envelope-II of the Tender Document)

7. SUBMISSIONS OF BID

The Bidder shall submit following Documents.

1. **Original Technical Bid + 1 Copy +Soft Copy in Pen drive**
2. **Originals of Bid Security and Bid Document Cost**
3. **Original Financial Bid+ Soft Copy in Pen drive**

Shall be submitted in separate sealed envelope clearly labeled as “**EMD**” for the work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

NOTE: All above envelopes shall be submitted in one single envelope clearly labeled as “Bids for Submission” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

8. CONTENTS OF FINANCIAL BID

The Financial Bid should be submitted in a separate sealed envelope along with technical bid before last date & time of submission of Bid Documents.

The quoted rate should include all associated costs.

The tenderer shall quote rates upto zero decimal and as well as in words. In case of any discrepancy rate quoted in words shall prevail.

9. OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time after technical evaluation stage.

10. INSTRUCTIONS TO BIDDER

The purpose of these instructions is to serve as a guide to Bidders for preparing offer for carrying out the works in all respect.

- a) The Bill of Quantities (BOQ) provided with document. The tenderer has to quote their offer in Item Rate in Bill of Quantities (BOQ). The Item-Rate shall be quoted up to zero

decimal. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis.

- b) Bidders are advised to quote their rates including the transportation/handling of material at site as per the site conditions.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made itself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-Agency/Contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - 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 of submission of forged documentation, 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, or to succeed in a competitive bidding process;
 - 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.

Engineer will reject the award of Contract, even at a later stage, if it is found that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices incompetent for the Contract;

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the BOQ, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- e) The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. Instructions to Bidders, Selection & Qualifying Criteria, Scope of Works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other conditions mentioned in the tender documents.
- f) All Bidders are hereby explicitly informed that conditional offers or offers with deviations

from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with Bid Security Declaration in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.

- g) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited.
- h) Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

11. EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit as mentioned in NIT and shall be submitted in favor of WAPCOS Limited payable at Nepal .

The EMD may be accepted only in the following form:

- Demand Draft of a Nationalized/Scheduled Bank/irrevocable Bank Guarantee

The EMD of unsuccessful tenderer(s) will be refunded after finalization of tender process. The Earnest Money deposit submitted by the successful tenderer shall be retained by WAPCOS Limited until the Performance Bank Guarantee (PBG) is submitted. EMD shall not carry any interest.

If any bidders withdraws or make any changes in his offer already submitted before the expiry of the above validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the tenderer.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful tenderer.

- i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates
- ii. Does not sign the contract agreement on submission of Performance Security , commence the work within the period as per LOA. In case the LOA is silent in this regard then within 10 days after issuance of LOA.
- iii. The successful Tenderer shall not accept the LOA within 10 (Ten) days from receipt of the same. If failed, the EMD shall be forfeited and the award of work may be liable to be cancelled.

12. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation & submission of the Bid as well as costs associated for facilitating the evaluation. WAPCOS Ltd(Engineer) shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13. LANGUAGE OF BID

The Bid and all related correspondence and documents relating to the Project shall be in

English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

14.CURRENCY OF BID

Bid prices shall be quoted in **Nepalese Rupees(NPR)**.

Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited. If the tender process is not completed within the Bid Validity Period , WAPCOS Limited will request the bidders for extending the validity of their bids for a time period as felt necessary. The bidders may agree and confirm the same in writing prior to the expiry of the validity period.

15.AWARD CRITERIA

After closing of Technical & Financial Bid process, WAPCOS Limited(Engineer) will award the contract to the bidder, whose tender has been determined to be substantially responsive, complete and in accordance with the tender document, and whose total evaluation price for the undertaking the project as detailed in the scope of work is the lowest.

In case two or more acceptable bidders are found to have quoted identical lowest bid price, Buyer shall have right for placement of contract on any of the L1 bidders based on any criteria as deemed fit by the buyer with appropriate internal approval.

16.ANNEXURE

The successful Bidder shall submit the following documents and also follow the guidelines and as per “enclosed Forms/Annexures in tender document.

WAPCOS Limited reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

For & on behalf of WAPCOS Limited

(Sd/-)
Manish Kumar
WAPCOS Limited

SECTION- II

GENERAL CONDITIONS OF CONTRACT

SECTION– II: GENERAL CONDITIONS OF CONTRACT

1. *Definitions:*

- ❖ The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the WAPCOS and the Agency/Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ❖ In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - **“Client//purchaser/company”** shall mean “WAPCOS Limited”(Engineer), A Government of India undertaking under Ministry of Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation, having their office at **513, 2nd Floor, Cosmic Tower, Kantuhiti Marg, Sanepa-2, Lalitpur- 44600 in Nepal and Corporate Office in India as:** WAPCOS Ltd., Plot No. 76-C, Institutional Area, Sector-18, Gurugram-122015, Haryana, India & include their successors & permitted assigns as well as their authorized officer / representatives, for execution of the Work as mentioned in NIT.
 - **“Owner” shall mean MCA- Nepal**
 - The **Site shall** mean the land/or other places on, into or through which work is to be executed under the contract.
 - The **Engineer-in-Charge** shall mean the Engineer Officer appointed by WAPCOS Limited or his duly authorized representative who shall direct, supervise and be in-charge of the work for the purpose of this Contract.
 - **Tenderer/Bidder/Supplier** shall mean the firm/party who intends to participate in this Notice Inviting Tender/Bid.
 - **“Arbitrator” means** the person or persons appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute or difference between the Purchaser and the Supplier referred to him or her by the parties.
 - **Excepted Risk** are risks due to riots (other than those on account of Agency/Contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the Agency/Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
 - **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government

mentioned in Special Conditions of Contract hereunder, with the amendments thereto issued upto the date of receipt of the tender.

- The **Agency/Contractor/Successful Bidder** shall mean the firm or company whose bid has been accepted by WAPCOS Limited and shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- **Tendered value means** the value of the entire work as stipulated in the letter of award.
- **Month** means **calendar** month of the Gregorian calendar.
- **Date of commencement of work:** The date of commencement of work shall be the date of start as specified or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- **“Commissioning”** means operation of the Goods by the Purchaser, as specified in the Technical Specifications on completion of all works.
- **“Completion”** means the delivery of Goods and fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the “Contract”.
- **“Contract Price”** means the sum specified in the Contract/purchase order issued by the Buyer, subject to such additions or deductions therefrom, as may be made pursuant to the Contract.
- **“Delivery Schedule”** means the time within which the delivery of Goods at final destination site is to be attained by the Supplier in accordance with the specifications, as a whole.
- **“Defect Liability Period”** means the period of validity of the warranties given by the Supplier during which the Supplier is responsible for any defects with respect to the Goods as provided.
- **“Taking Over”** means the Purchaser’s written acceptance of the Goods and Related Services under the Contract, after Suppliers performance obligation, in accordance with the Contract.
- **“Contract Documents”** All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- **“Language”** The ruling language of the Contract and the language for communications shall be English.
- **“Headings”** The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- **“Entire Agreement”** The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes

all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

- **“Amendment”** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- **“Independent Contractor”** The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.
- **“Non-Waiver”** Any waiver will be sole discretion of WAPCOS Limited
- **Country of Origin** **“Origin”** means the place where the goods have been mined, grown, produced, manufactured or processed; or through manufacturing, processing or substantial assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- **“Notices”**: Any notice to be served under this Agreement shall be given to the other party in writing at least seven (7) days in advance.
- **“Governing Law & its Jurisdiction”** The Contract shall be governed by and interpreted in accordance with laws of Nepal, Courts of Kathmandu shall have exclusive jurisdiction in all matters arising under this Contract.

2. Subject Matter of Contract

Scope of Supply

2.1 Unless otherwise expressly limited in the Technical Specifications, the Supplier's obligation shall include the provision of all Goods and the performance of all Related Services required for the design, the manufacture (including procurement, quality assurance and delivery) of the Goods, associated installation, training and commissioning thereof, maintenance after completion of Defect Liability Period and the supervision of installation, commissioning and performance testing of the Goods in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts and accessories; Supplier's Equipment; temporary materials, structures and facilities; transportation (including without limitation, unloading and hauling to, from and at the Site); and storage.

2.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Goods and Related Services as if such work and/or items and materials were expressly mentioned in the Contract.

2.3 The supply of Mandatory Spare Parts, if any, shall be included in the Contract. Beside the aforesaid Mandatory Spares parts, the Supplier shall ensure the availability of spare parts required for the operation and maintenance of the Goods to the Purchaser till the completion of contract including annual maintenance period.

2.4 The Agency/Contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

2.5 The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

2.6 The several documents forming the Contract are to be taken as mutually explanatory of one another.

2.7 In the case of discrepancy between the Bill of Quantities and/or the Specifications, the following order of preference shall be observed:-

- Description of Bill of Quantities
- Particular Specification and Special Condition, if any.
- Terms of Reference
- International Standard Specifications

2.8 Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.

2.9 Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed. General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter.

2.10 The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

3. *Delivery Schedule*

3.1 The Supplier shall commence the delivery of Goods to final destination site and shall attain completion of the delivery of Goods to final destination site in accordance with the

time schedule specified in the Contract Agreement or within such extended time to which the Supplier shall be entitled.

3.2 Time Schedule/ Delivery Schedule for Completion is the essence of Contract.

4. *Supplier's Responsibilities*

4.1 The Supplier shall design, manufacture (including associated purchases and/or subcontracting) and supply the Goods with due care and diligence in accordance with the Contract.

4.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Goods provided by the Purchaser, and on the basis of information that the Supplier could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Goods as of the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

4.3 The Supplier shall acquire in its name all permits, approvals and/or licenses from all local, or national government authorities or public service undertakings in the country where the site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser and are necessary for the performance of the Contract.

4.4 The Supplier shall comply with all laws in force in Nepal. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel.

4.5 All the Goods and Related Services to be supplied under the Contract shall have their origin as specified (Country of Origin).

4.6 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.

5. *Purchaser's Responsibilities*

5.1 The Supplier/Contractor shall obtain and pay for all permits, approvals, and/or licenses required from the relevant local, state, or national government authorities or public service undertakings in the country where the Site is located. Where any such

permit, approval, or license is required to be obtained in the Purchaser's name, the Supplier/Contractor shall procure the same on behalf of the Purchaser and bear all associated costs, to the extent necessary for the execution of the Contract.

5.2 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.

6. Scope of work:

The scope of work includes :

Supply, installation, testing, commissioning, and integration of Drones, CCTV Cameras, and associated Remote Monitoring/Surveillance Equipment, along with the required software systems, shall be carried out at Ratmate, New Damauli, and New Butwal Substation work sites. In addition, drones shall be deployed for monitoring and surveillance of the interconnected 400 kV transmission line corridor (approximately 315 km), spanning multiple districts of Nepal and interconnecting the aforementioned substations.

The Contractor shall be responsible for the complete deployment of the system, including the provision of all equipment, accessories, communication systems, associated civil works, manpower, and all incidental items (whether temporary or permanent) required for the successful implementation, operation, and performance of the system.

The entire system shall be covered under the Defect Liability Period (DLP) as specified in the Contract. Upon successful completion of the DLP, the Contractor shall enter into and maintain an Annual Maintenance Contract (AMC) for a period of 36 months, ensuring continued reliable operation of the system, including preventive and corrective maintenance, timely fault rectification, and overall system uptime. A Service Level Agreement(SLA) is enclosed at **Annexure 1**, which shall be the part of the of AMC .

The scope shall also include comprehensive training of the Owner's/Owner's designated personnel to enable them to independently operate, monitor, and manage the drone and CCTV surveillance systems. The training program shall cover system operation, routine maintenance, data management, safety protocols, and troubleshooting procedures.

During Annual Maintenance Contract, supplier / contractor shall depute 1(one) dedicated Experienced Engineer whose station/location shall be finalized in consultation with Owner. Transportation for movement between sites and Office Space for the Experienced Engineer shall be provided by Owner at his discretions and availability.

The surveillance system from all sites shall be remotely accessible using web application (mobile app or browser).

For detailed scope of work, please refer to the "Terms of Reference/Technical Specifications".

7. Bid Price :

The intending bidder(s) required to quote the rate of the items as per BOQ. The rate to be quoted shall be unit rate and shall remain FIRM. The bidders should not claim for any price variation / escalation. No price variation / cost escalation is accepted.

The rates quoted shall also include cost of loading, transportation, unloading , stacking of items , erection at site and commissioning as required for the Work including services as specified in ToR

8. Period of validity of Bids:

The validity of the tender shall be for a period of 90 (Ninety) days from the date of publishing of tender. Prior to the expiry of the original validity period WAPCOS may request extension in the period of validity for a maximum period of 90 (Ninety) days. The Bidder may refuse the request without forfeiting his bid security. Bidders agreeing to the request will not be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly.

9. Performance Guarantee:

The Successful Agency/Contractor shall submit an irrevocable Performance Guarantee of 10 % (Ten Percent) of the contracted amount which includes the annual maintenance price in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Special Conditions of Contract from the date of issue of letter of acceptance/award. The Performance security shall be issued from a Scheduled/Nationalized Bank. After issuing the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Agency/Contractor, without any interest.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of WAPCOS Limited.

The Performance Guarantee shall be refunded to the Agency/Contractor soon after the completion of works and issuance of the completion certificate.

The confirmation of the Performance Guarantee submitted to WAPCOS Limited by the bidder may be sought from issuing bank.

10. Recovery of Security Deposit:

The person/persons whose tender(s) may be accepted (hereinafter called the Agency/Contractor) shall permit WAPCOS Limited at the time of making any payment to agency for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 10% of the tendered value of the work. Such deductions will be made and held by WAPCOS Limited by way of Security Deposit unless he/they have deposited the amount of Security at the rate mentioned above.

The Security Deposit shall be released after successful completion of the work defined under this tender.

11. Time Schedule:

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT and ITB.

12. Extension of work completion time :

Ordinarily no time extension shall be granted. However, if the work is suspended due to reasons beyond the control of the Agency/Contractor, the Agency/Contractor shall immediately give notice in writing within 7 (seven) days to the Engineer-In Charge for each occasion. On receipt of such notice, the Engineer-In Charge may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

13. Liquidated Damage:

If the Agency/Contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the Agency/Contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.

The total recovery against liquidated damage shall not exceed five percent (5%) of the contract value of the work.

An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the Agency/Contractor. Such extension may only be granted on the basis of application to be submitted by the Agency/Contractor who has to establish that the extension of time required by him was not due to his fault.

14. Defect Liability Period:

The term 'Defect Liability Period' shall mean the period of Six(6) months from the date of completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify/replace the material at their own cost and responsibility. Defects/rectification works so notified shall have to be attended and completed satisfactory within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor.

After completion of Defect liability period, and on completion of satisfactory rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, Engineer-In Charge of the works shall recommend for refund of the Security money.

15. Blacklisting/Non-Debarment Policy:

Bidder should not be blacklisted/ debarred by any government /semi government department/any agency. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices.

16. Measurements of Work done:

All items of work carried out by the Agency/Contractor in accordance with the provision of the contract having a financial value shall be entered in the measurement book/ log book etc. as prescribed by the Engineer-In Charge so that a complete record is obtained of all works performed under the contract and the value of work can be ascertained and determined there from.

Measurement shall be taken jointly by the supervisory officer or his authorized representative and by the Agency/Contractor or his authorized representative. Every measurement thus taken shall be signed and dated by both the parties.

In the event of failure on the part of the Agency/Contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Engineer-in charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.

The Agency/Contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for measurements and recording levels.

17. Terms of Payment:

The Purchaser shall pay the Supplier in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. The Supplier may make applications for payment in respect of part deliveries as work proceeds.

It is mandatory for Supplier to submit the following documents within Fifteen days (15) days of issuance of award:

- (a) Performance Securities in line with the bidding documents and,
- (b) Detailed Bar chart for the works and its approval by the Purchaser.

I. Progressive Payment:

- (i) For the CCTV system, the payment term provide that 30% shall be released on delivery at site after verification of serial numbers, VAT invoice, insurance, packing list and test certificates, along with physical count, visual inspection and random functional testing.

Further 30% shall be released only after completion of installation, cabling, poles, power supply and civil works, including camera verification, coverage mapping, cable labelling and UPS backup test.

Further 30% shall be released after successful testing, commissioning, integration, 30-day recording test, remote access verification, analytics performance, MCA-Nepal integration, training and final acceptance through joint inspection by Engineer-in-Charge and MCA-Nepal, with third-party inspection at Purchaser's discretion.

The balance 10% shall be retained as DLP retention and released only after successful completion of the DLP, preferably 5% on provisional completion and 5% on final completion.

- (ii) For drones, the 40% payment on delivery shall be released on delivery at Engineer's office after verification of serial numbers, airworthiness/ fitness certificate, insurance, test flight video, physical count, serial/IMEI verification.

Further 30% shall be released after witnessed demonstration and training, including 30 flight cycles, 16MP image quality, 25-minute duration, cloud upload and completion of training, duly witnessed by Engineer-in-Charge and MCA-Nepal, with third-party inspection at Purchaser's discretion.

The balance 30% shall be released only after commissioning and one-month satisfactory trial operation, including at least 60 missions, no critical failure, not more than two minor failures per drone with 24-hour rectification, submission of monthly operation report, random flight verification and MCA-Nepal audit right.

II. Payment towards Annual Maintenance Services

Annual maintenance charges shall be paid quarterly on pro-rata basis on furnishing the satisfactory operation of CCTV Camera and Drone duly certified by the Engineer in-Charge at site. The charge shall consist all cloud-based recording including all transportation for drone survey/monitoring and verification of attendance of Experienced Engineer provided by supplier / contractor for Annual Maintenance Services.

PAYMENT PROCEDURES

a) Method of Payment

All the payments shall be released to the bidder within thirty (30) days of submission of an invoice/claim by the Supplier, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any.

All payments under the Contract shall be made in Nepalese Rupees.

Performance Security

The Supplier shall, within **Ten Days (10)** days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to **Ten percent (10%)** of the Contract Price (inter-alia including Ex-works, F&I, Training and maintenance charges), in the form of DD from scheduled bank in favour of WAPCOS Limited.

In case the Supplier fails to submit the performance security within 10 days of the Notification of Award, the Purchaser, without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and/or may terminate the Contract .

- ii. The Purchaser shall be sole judge in above regard.
- iii. Apart from the performance security(ies) to be furnished, additional performance securities, if any, as specified in the Bidding Documents, shall be arranged and furnished by the Supplier at any time after the Notification of Award. The submission of these performance securities to the Purchaser shall, however, be one of the

conditions precedent for release of payment (other than Initial/Mobilisation advance) due against such equipment/ works for which the said performance security is required to be submitted.

- iv. The performance security shall, at the Supplier's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Purchaser.
- v. Reduction in the security pro rata to the Contract Price of any part of the Goods and Related Services is not admissible.
- vi. **The securities towards Supplier's obligations under the maintenance period shall be returned to the Supplier immediately after its expiration.**
- vii. No interest shall be payable by the Purchaser on the performance Security.

The purchaser reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the Agency/Contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the Agency/Contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from Agency/Contractor's claim under any other contract with the company or from Agency/Contractor's security deposit or from the amount retained or the Agency/Contractor shall pay the overpayment on demand.

Running bills shall be submitted by the contractor on or before the date fixed by the Engineer-In-charge for the work executed. The Engineer-In-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurement of the work, permeability results for the submitted portion of bill etc., However, Retention money shall be deducted from each bill and at each stage @ 10% of the gross bill.

No payment will be made to the contractor for damages caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.

18. Taxes and Duties

- The Bidder shall be entirely responsible for payment of all taxes, duties, licence fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Purchaser.
- The Bidder shall comply with all tax laws in force in Nepal. The Bidder shall indemnify and hold harmless the Purchaser from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Bidder or its personnel, including the Subcontractors and their personnel.
- For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is based on the VAT only. No other duties taxes and levies shall be applicable.

- **Goods & Related Services**

The Bidder shall procure and transport all the Goods in an expeditious and orderly manner to the Site.

- **Transportation**

The Bidder shall at its own risk and expense transport all the Goods to the Site by the mode of transport that the Supplier judges most suitable under all the circumstances.

- **Delivery and Documents**

Delivery Documents

Upon shipment, the Supplier shall notify the Purchaser with full details of the dispatch and shall furnish the documents as specified in the Terms and Procedures of Payment .

Packing

The Bidder shall provide such packing of the Goods as it is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

- **Supervision of Installation**

The Bidder shall give or provide all necessary superintendence during the installation of the Goods, and the supervisory personnel or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

- **Test and Inspection**

The Supplier shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Goods and Related Services as are specified in the Contract.

The Purchaser may reject any Goods or any part thereof that fails to pass any test and/or inspection or do not conform to the Specifications. The Supplier shall either rectify or replace such rejected Goods or part thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection upon giving a notice.

- **Completion**

As soon as the delivery of Goods & performance of Related Services, in the opinion of the Supplier, has been completed as specified in the Technical Specifications, the Supplier shall so notify the Purchaser in writing along with the Undertaking for quality and performance of such Goods. The Purchaser after inspection/physical verification shall notify the Supplier of defects and/or deficiencies, if any. The Supplier shall repair, replace or make good of any defect or of any damage or deficiencies and shall so notify the Purchaser in writing. The Purchaser after inspection/physical verification shall issue to the Supplier a Material Acceptance Certificate in the form of Materials Receipt Certificate (MRC) verifying the date on which the supply of Goods have been completed and accepted. Such certificate shall not relieve the Supplier of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

- **Taking Over**

Upon successful completion of Delivery of the goods and related services under the contract, the Engineer-In Charge shall within twenty-one (21) days issue a Taking Over Certificate as a proof of the final acceptance of the Goods. Such certificate shall not relieve the Supplier of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

- **Guarantees and Liabilities**

Completion Time Guarantee

The Supplier guarantees that it shall attain delivery of Goods (or a part for which a separate time schedule is specified in the bidding documents) at final destination site with the time specified in the bidding documents, or within such extended time to which the Supplier shall be entitled.

- **Defect Liability**

The Defect Liability period for the supplies made under the contract shall be kept as 6 Months from date of successful demonstration of the drone and CCTV Cameras as per the technical specifications provided in bidding documents and issuance of the Taking over Certificate (TOC) issued by the Owner's/ Purchaser's representative.

Further, Additional Defect Liability, if applicable, shall be as per provisions of the Technical Specifications.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within 7 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

If having been notified, the Supplier fails to remedy the defect within 7 days, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

- **Extension of Time**

If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

- **Termination**

Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.

Such termination of contract on account of non - performance by the supplier/bidder would entitle the Purchaser to forfeit the performance security.

However, the Supplier shall continue performance of the Contract to the extent not terminated.

Termination for Corrupt or Fraudulent Practices

If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Termination for Convenience

The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

19. Change of Quantity:

The quantity mentioned in the schedule of work is firm .

21. Compliance of Labour Laws:

The Contractor shall comply all statutory Labor Laws to protect the labourers engaged by them.

The Contractor shall arrange to submit identity proof of his workmen deputed at site to local police station for their information. Any changes in the deployment of manpower should be intimated time to time to the local police station.

22. Variation, Omission, Addition & Alteration:

The Agency/Contractor shall not modify the work except under direction in writing by the Engineer-In Charge. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract.

23. Sub-letting of Contract:

The contractor shall not, without the written consent of the purchaser, assign or sublet his contract or any part , or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WAPCOS Limited of any of his liabilities and obligations under the contract.

24. Agreement:

The Agency/Contractor will have to sign an agreement with WAPCOS Limited as per the format specified. The agreement is non-exclusive in nature. The agreement shall not restrict WAPCOS Limited from contracting for identical or similar services from any other person/party.

This agreement shall initially be valid for a period of the contract which may be extended for an additional period unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of WAPCOS

Limited, directly or through some other complaint, that the Agency/Contractor had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the agency, this agreement shall stand terminated immediately upon intimation to the Agency/Contractor.

WAPCOS Limited may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of one month issued to the agency at its registered office, terminate or suspend this agreement under any of the following circumstances:

- a) The Agency/Contractor failing to perform any obligation(s) under the agreement.
- b) The Agency/Contractor failing to rectify, within the time prescribed, any defect as may be pointed out by WAPCOS Limited.
- c) The Agency/Contractor going into liquidation or ordered to be wound up by competent authority.

Either party may terminate the agreement, by giving notice of at least one month in advance. The effective date of surrender of agreement will be one month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

It shall be the responsibility of the Agency/Contractor to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Agency/Contractor and Security Deposit shall be forfeited, without any further notice. Whenever breach of non-fulfilment of agreement conditions may come to the notice of WAPCOS Limited through complaints or as a result of the regular monitoring, wherever considered appropriate, WAPCOS Limited may conduct an inquiry either Suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the Agency/Contractor or not. The Agency/Contractor shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

Actions pursuant to termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) Firm shall not represent the WAPCOS Limited in any of its dealings.
- b) Firm shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still the WAPCOS Limited's service provider.
- c) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

Notwithstanding anything contained herein, either party to this agreement shall have the right to terminate this contract by giving the other party 30 days' notice in writing. If the service of the Agency/Contractor is found to be not satisfactory, the contract will be terminated with one month's notice and the Agency/Contractor will not be eligible for any compensation on this account.

25. Force Majeure:

If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood, earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency or court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 30 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Determination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

26. Settlement of Disputes, Arbitration

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting (s), wherein minutes of the said meeting (s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting (s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting (s).
- b) It is only upon failure to amicably resolve the dispute through a joint meeting, then the aggrieved party shall resort to resolution of disputes through Dispute Resolution Framework (Non-Arbitral) as given below:

Dispute Resolution Framework (Non-Arbitral)

I. Tier-I: Engineer-in-Charge (EIC) Determination

Parties shall first refer disputes to the EIC, who shall examine the issue, undertake site level verification, if require and issue a reasoned decision within 30 days.

II. Tier-II: Review by Departmental Review Committee (DRC)

Either party may escalate the matter to DRC, which shall undertake an administrative review and pass a speaking order within 30 days, extendable once by a further period of 30 days for reasons to be recorded in writing. The review will be primarily 'record-based' and oral hearing can be granted at the discretion of the committee.

III. Tier-III: Mandatory Mediation

If unresolved, the matter shall be taken to mediation in Kathmandu under Mediation

Act 2068 (2011), applicable Law of Nepal through a recognized mediation service provider. The mediation shall be conducted in accordance with the timelines and procedures prescribed under the Mediation Act, 2068 (2011) (Nepal).

IV. Civil Court Jurisdiction

In the event that the multi-tier dispute resolution mechanism is exhausted without resolution, any disputes arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the competent courts at Kathmandu only. The contract shall be governed by the laws of Nepal and that the competent courts at Kathmandu shall have exclusive jurisdiction.

- c) Notwithstanding any dispute and/or reference to **Dispute Resolution Framework** herein,
 - (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due to the Supplier.

28. Completion of Work:

Completion of work means completion of the in all respect in totality as mentioned in the Terms of reference and acceptance of the same by the WAPCOS Ltd.as well as owner of the Project i.e. MCA-Nepal.

But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Agency/Contractor shall have completed the work upto the satisfaction of the Engineer-In Charge and acceptance of the work by the owner of the project.

29. Safety Rules:

Agency/Contractor's Site Management has following main objectives regarding safety at site:

- a) No Accident
- b) To make the environment safe
- c) No harm to people
- d) Safety is everyone's responsibility
- e) To make the job safe

These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.

The rules for Health and Safety specified herein are in no way intended to relieve the Agency/Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Agency/Contractor of any of his legal obligations for the avoidance of accidents.

In all matters arising in the performance of the Contract, the Agency/Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by

Government Departments or by Local or other Authorities that shall be applicable to the Works.

30. The Contractor shall remain fully responsible for compliance and liability arising out of drone operations. For drone operations the contractor shall obtain at its own cost and responsibility all permits, licenses, security clearances, NoC's and required approval from Govt of Nepal and any other having jurisdiction, including aviation, defense, police, local administration and any other authorities as applicable.
31. All photographs, videos and any other information captured through Drone in connection with Project shall be treated as confidential and shall remain the property of Engineer/MCA-Nepal. This data shall not be published, circulated, uploaded or disclosed in social media or other third party without prior written permission of the Engineer/MCA-Nepal.
After completion or termination of the project, all drone data shall be handed over to the Engineer/MCA-Nepal and permanently deleted all retained copies by the contractor or its subcontractor, except where retention is required by applicable law, in which case such retained data shall continue to remain confidential. Unauthorized use, duplication and disclosure shall be prohibited.
32. Prior to commencement of any drone operations, the Contractor shall submit a Drone Data Security and Management Plan detailing data storage arrangements, encryption methods, access controls, backup procedures, retention period, disposal procedures, cyber security measures and the names of personnel authorized to access the drone data. The Contractor shall also submit confidentiality undertakings from all personnel and service providers engaged in drone operations.
33. The Contractor shall not capture, retain, process or disseminate images or data of facilities other than those specifically identified by the Owner. Any inadvertent capture of military installations, airports, security establishments, communication facilities or other sensitive infrastructure shall be immediately reported to the Owner, shall not be copied or distributed, and shall be securely deleted or otherwise dealt with in accordance with the directions of the Owner and the competent Government authority.

34. **Integrity Pact**

The Bidder/Contractor hereby undertakes that it shall maintain the highest standards of integrity, transparency and ethical conduct throughout the procurement and execution of the Contract.
The Bidder/Contractor further agrees that:

- It shall not directly or indirectly offer, promise, give, solicit or accept any gratification, commission, gift or other improper benefit to influence any decision relating to the procurement or execution of the Contract.

- It shall comply with all applicable laws, regulations, directives and statutory requirements of the Government of Nepal relating to drone operations, aviation, security, privacy, data protection and operation near critical infrastructure.
- It shall obtain, at its own cost and responsibility, all licenses, permits, security clearances and approvals required from the competent authorities before undertaking any drone operation.
- All aerial photographs, videos and any other information collected under the Contract shall be treated as confidential and shall not be disclosed, copied, reproduced, published, uploaded, transmitted or shared with any third party without the prior written approval of the Owner.
- The Contractor shall use the drone data exclusively for the purposes of this Contract and shall not utilize such data for research, commercial purposes, publicity, marketing, artificial intelligence training, portfolio development or any other purpose without the Owner's prior written consent.
- The Contractor shall implement appropriate technical and organizational measures, including encryption, controlled access, secure storage and audit trails, to protect all project data from unauthorized access, alteration, loss or disclosure.
- Only personnel approved by the Contractor and possessing the required qualifications and security clearances, wherever applicable, shall participate in drone operations. The Contractor shall ensure that all personnel execute confidentiality and non-disclosure undertakings.
- The Contractor shall immediately disclose any actual or potential conflict of interest that may affect the impartial performance of the Contract.
- The Owner shall have the right to inspect the Contractor's records relating to drone operations, permissions, flight logs, data storage and security measures and to audit compliance with this Integrity Pact.
-
- Upon completion or termination of the Contract, the Contractor shall hand over all original and processed data to the Owner and shall permanently delete all copies retained by it or its subcontractors, except where retention is required by law. A certificate confirming deletion shall be furnished to the Owner.
- Any breach of this Integrity Pact shall constitute a material breach of the Contract and may result in termination of the Contract, forfeiture of Performance Security, debarment from future procurements, recovery of damages, and any other remedies available under the Contract or applicable law.

35. **Indemnity**

The Contractor shall indemnify, defend and hold harmless the Employer, the Engineer, their officers, employees and representatives from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, expenses (including legal fees), penalties and compensation arising out of or in connection with:

- (a) any injury to or death of any person;

- (b) any loss of or damage to property, whether public or private;
- (c) any damage caused by the operation, malfunction, crash or misuse of drones, unmanned aircraft systems (UAS), payloads or associated equipment;
- (d) any breach of applicable laws, regulations, permits or directives governing drone operations, including aviation, security, privacy, environmental and data protection requirements;
- (e) any infringement of intellectual property rights, privacy rights or confidentiality obligations arising from the collection, storage, transmission or use of images, videos, survey data or other information obtained during drone operations;
- (f) any act, omission, negligence, recklessness or willful misconduct of the Contractor, its personnel, subcontractors or drone operators.

The Contractor shall be solely responsible for obtaining and maintaining throughout the Contract Period all approvals, licenses, registrations and authorizations required by the competent aviation and governmental authorities for conducting drone operations.

The Contractor shall maintain adequate insurance, including but not limited to third-party liability insurance covering drone operations, in amounts acceptable to the Employer. Such insurance shall remain valid throughout the Contract Period and until completion of all obligations under the Contract. Submission of evidence of insurance shall not relieve the Contractor of any liability under this indemnity.

The Contractor shall promptly defend, settle or otherwise dispose of any claim covered by this indemnity at its own expense, provided that no settlement admitting liability on behalf of the Employer shall be made without the Employer's prior written consent.

The obligations under this indemnity shall survive completion, termination or expiry of the Contract.

36. **Termination**

1. Termination for Default

The Employer may, by written notice to the Contractor, terminate the Contract in whole or in part with immediate effect if the Contractor:

- (a) fails to commence or perform the Services in accordance with the Contract;
- (b) repeatedly fails to meet the required standards of quality, safety or performance;
- (c) operates drones without the required licenses, registrations, permits or approvals;
- (d) breaches applicable aviation, security, privacy, environmental or other statutory requirements;

(e) endangers public safety, personnel, property or infrastructure through unsafe drone operations;

(f) assigns or subcontracts the Contract, or any substantial part thereof, without the Employer's prior written approval where such approval is required;

(g) provides false, misleading or fraudulent information or records;

(h) becomes insolvent, enters liquidation, has a receiver or administrator appointed, or ceases to carry on business; or

(i) commits any material breach of the Contract and fails to remedy such breach within fourteen (14) days (or such other period specified by the Employer) after receiving written notice requiring the breach to be remedied.

2. Termination for Convenience

The Employer may terminate the Contract, in whole or in part, at any time for its convenience by giving the Contractor not less than thirty (30) days' written notice.

In such event, the Contractor shall immediately cease the affected Services, take reasonable steps to minimize costs, and submit its final account. The Employer shall pay the Contractor only for Services satisfactorily performed up to the effective date of termination, together with any reasonable demobilization costs approved by the Employer. The Contractor shall not be entitled to any loss of profit, anticipated revenue or consequential damages arising from such termination.

3. Suspension or Revocation of Regulatory Approval

If any license, registration, permit or authorization necessary for drone operations is suspended, revoked or expires and is not reinstated within a reasonable period acceptable to the Employer, the Employer may terminate the Contract without liability.

4. Effect of Termination

Upon termination, the Contractor shall:

- immediately cease all drone operations;
- safely recover all drones, equipment and materials from the Site;
- hand over to the Employer all survey data, photographs, videos, maps, reports and other deliverables produced up to the date of termination;
- return all Employer-furnished property, documents and confidential information;
- cooperate in an orderly transition of the Services.

5. Survival

Termination shall not affect any accrued rights, obligations or liabilities of either Party. The provisions relating to indemnity, confidentiality, intellectual property,

data ownership, liability and dispute resolution shall survive termination of the Contract.

37. Insurance

1. Contractor's Insurance Obligations

The Contractor shall, at its own cost and expense, obtain and maintain throughout the Contract Period valid insurance policies issued by insurers authorized to operate in Nepal (or otherwise acceptable to the Employer) covering the risks associated with the performance of the Services.

The minimum insurance requirements shall include:

(a) Third-Party Liability Insurance

Insurance covering legal liability for bodily injury, death or damage to third-party property arising out of or in connection with drone operations. The policy shall include coverage for accidents involving unmanned aircraft systems (UAS).

(b) Drone Hull (Equipment) Insurance

Insurance covering loss of or damage to drones, payloads, sensors, cameras, batteries, communication equipment and other associated equipment used in the performance of the Services.

(c) Public Liability Insurance

Insurance covering accidental injury to members of the public and damage to public or private property arising from the Contractor's operations.

(d) Workers' Compensation and Employer's Liability Insurance

Insurance covering all personnel employed by the Contractor in accordance with applicable labour laws and statutory requirements.

2. Policy Requirements

The insurance policies shall:

remain valid throughout the Contract Period and until completion of all contractual obligations;

- include coverage for all approved subcontractors engaged by the Contractor, unless such subcontractors maintain equivalent insurance acceptable to the Employer;
- not be cancelled, materially altered or allowed to lapse without at least thirty (30) days' prior written notice to the Employer.

3. Evidence of Insurance

Before commencing the Services, the Contractor shall submit copies of the insurance certificates and, if requested, copies of the insurance policies. The

Contractor shall promptly provide evidence of renewal whenever required by the Employer.

4. Deductibles

Any deductibles or excesses under the insurance policies shall be borne solely by the Contractor.

5. No Limitation of Liability

The Contractor's obligation to obtain and maintain insurance shall not limit or relieve the Contractor of any liability or obligation under the Contract. Any amount not covered by insurance or exceeding the policy limits shall remain the sole responsibility of the Contractor.

6. Failure to Maintain Insurance

If the Contractor fails to obtain or maintain the required insurance, the Employer may:

- (a) suspend the Services until satisfactory evidence of insurance is provided;
- (b) procure such insurance at the Contractor's cost and recover the cost from amounts due to the Contractor; or
- (c) terminate the Contract in accordance with the Contract provisions if the default is not remedied within the period specified by the Employer.

7. Minimum Coverage Amount

The minimum limits of insurance shall be specified in the Tender Data or Special Conditions of Contract. The Contractor shall ensure that the limits are adequate to cover the risks associated with the drone operations and comply with all applicable legal and regulatory requirements.

38. Labour and Tax Compliance

1. Compliance with Labour Laws

The Contractor shall comply with all applicable labour, employment, occupational health and safety, social security and other statutory requirements of Nepal in relation to its personnel engaged for the performance of the Services.

The Contractor shall be solely responsible for:

- (a) payment of wages, salaries, allowances and other employment benefits;
- (b) payment of overtime, leave entitlements and statutory benefits;
- (c) compliance with working hours, occupational health and safety requirements, and welfare measures;

(d) payment of social security contributions, provident fund contributions, insurance premiums and other statutory dues, where applicable;

(e) ensuring that no child labour, forced labour or any other unlawful employment practices are used in the performance of the Contract.

2. Taxes and Duties

Unless otherwise expressly provided in the Contract, the Contractor shall be responsible for the payment of all applicable taxes, duties, levies, fees and other statutory charges arising out of or in connection with the performance of the Contract, including but not limited to:

income tax;
value added tax (VAT), where applicable;
customs duties;
withholding tax obligations;
local government taxes and fees; and
any other taxes imposed under the laws of Nepal.

The Contractor shall comply with all applicable tax laws and maintain proper accounting records relating to the Contract.

3. Evidence of Compliance

The Employer may, at any time during the Contract Period, require the Contractor to submit documentary evidence demonstrating compliance with applicable labour and tax laws, including but not limited to:

- tax registration certificates;
- VAT registration certificate;
- tax clearance certificate;
- payroll records;
- proof of payment of statutory contributions;
- insurance records; and
- any other documents reasonably requested by the Employer.

4. Responsibility for Personnel

All personnel engaged by the Contractor shall remain employees or lawful representatives of the Contractor. Nothing contained in the Contract shall be construed as creating any employer–employee relationship between the Employer and the Contractor's personnel.

The Contractor shall indemnify and keep indemnified the Employer against any claims, liabilities, penalties, demands or proceedings arising out of the Contractor's failure to comply with applicable labour or tax laws.

5. Non-Compliance

Failure by the Contractor to comply with applicable labour or tax laws shall constitute a material breach of the Contract. Without prejudice to any other rights or remedies available under the Contract or applicable law, the Employer may:

- require the Contractor to remedy the non-compliance within a specified period;
- withhold payments to the extent permitted by law and the Contract;
- suspend the Services until the non-compliance is remedied; or
- terminate the Contract in accordance with the Contract provisions if the breach is not remedied within the specified period.

39. Limitation of Liability

1. Limitation of Liability

Except as otherwise expressly provided in the Contract, the total aggregate liability of the Contractor to the Employer arising out of or in connection with the Contract, whether in contract, tort (including negligence), statutory duty or otherwise, shall not exceed 100% of the Contract Price.

2. Excluded Liabilities

The limitation of liability set out above shall not apply to liability arising from:

- (a) fraud, fraudulent misrepresentation, willful misconduct or gross negligence of the Contractor;
- (b) death or personal injury caused by the negligence or wrongful act or omission of the Contractor or its personnel;
- (c) damage to third-party property or claims made by third parties arising from the Contractor's drone operations;
- (d) the Contractor's obligations under the indemnity provisions of the Contract;
- (e) infringement of intellectual property rights;
- (f) breach of confidentiality or unauthorized disclosure or misuse of data collected during the performance of the Services;
- (g) violation of applicable laws, aviation regulations, permits or governmental requirements; or
- (h) liabilities to the extent recoverable under the Contractor's insurance policies.

3. Consequential Damages

Except in respect of the liabilities excluded under Clause 2 above, neither Party shall be liable to the other for any indirect, incidental, special, exemplary or consequential loss or damage, including loss of profit, loss of business opportunity, loss of production, loss of revenue or loss of goodwill, arising out of or in connection with the Contract.

4. Duty to Mitigate

Each Party shall take all reasonable steps to mitigate any loss or damage for which a claim is made under the Contract.

5. No Limitation of Statutory Obligations

Nothing in this Clause shall relieve the Contractor of its obligations to comply with applicable laws, regulations, licensing requirements or safety obligations relating to drone operations.

6. Survival

The provisions of this Clause shall survive the completion, termination or expiry of the Contract.

SECTION- III

SPECIAL CONDITIONS OF CONTRACT

SECTION–III : SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract (SCC) shall apply in addition to, and where applicable supplement, the General Conditions of Contract (GCC) contained in the Tender Document. In the event of any inconsistency or conflict between the SCC and the GCC, the provisions of the SCC shall prevail. The following provisions of the GCC are hereby amended, supplemented, or added as set out below.

- **Office Inviting Tender**

WAPCOS Limited

513, 2nd Floor, Cosmic Tower,

Kantuhiti Marg, Sanepa-2

Lalitpur- 44600

Email: etpnepal@wapcos.co.in

Contact No. +977-9704378833

- **Definitions**

- Owner means MCA-Nepal
- Site / Location Means: as mentioned in NIT
- Supplier Means Successful Bidder
- Engineer-In-Charge/Project Manager/Engineer means as per appointed by WAPCOS Limited.
- Accepting Authority Shall mean WAPCOS Limited and mentioned otherwise.
- Date of Commencement of work: Within 15 days from the date of issue of Letter of Award (LoA)

- **Clauses of Contract**

Performance Security	10 % of Tendered Value
Time allowed for submission of Performance Security from the date of issue of letter of Award	15 days prior to signing of contract
Validity of Performance Security	The Performance Security shall be initially valid up to the stipulated date of completion plus twelve (12) months claim period
Return of Performance Security	Soon after the completion of works and issuance of the completion certificate
Security Deposit	10% of Awarded Value

Release of security Deposit	5% on Completion and rest 5% on Successful Completion of Defect Liability period
Liquidated Damage	Timely completion of the work is very much/strictly essential due to time constraints. 0.5% of the total project cost per week. (Maximum up to 5% of the Project Cost)
Number of days from the date of issue of letter of Award for reckoning date of start Stipulated time of completion of project	The actual start date for commencement of work shall be informed As Mentioned in NIT
Payment	Terms of Payment shall be followed as mentioned in the General Condition of Contract.
Defect Liability Period	6 (Six) months from the date of successful completion of each component of the project in all respect.

Warranty Period

Warranty

- a) The Bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- b) The Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.
- c) The warranty shall remain valid for Thirty-Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.
- d) The warranty on the associated software should cover for providing of upgraded version/s, if any, released during the warranty period free of cost.
- e) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- f) The equipment must be supported by a Service Centre manned by the Bidder's technical support engineers. The support must be available 24 hours in a day, seven days a week and 365 days a year.

- g) An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology / product updates & extend support for the warranty as well.
- h) Bidder will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- i) The Bidder must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Bidder of equipment to its channel partner/system integrator.
- j) The Purchaser shall give notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Bidder to inspect such defects.
- k) Upon receipt of such notice, the Bidder shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- l) If, after being notified of a defect, the Bidder fails to remedy the defect within a reasonable period specified by the Purchaser, the Purchaser may, without prejudice to any other rights or remedies available under the Contract or applicable law, undertake or procure such remedial action as may be necessary at the Bidder's sole risk and expense. The Bidder shall reimburse the Purchaser for all costs and expenses reasonably incurred in connection with such remedial action.
- m) In case the Equipment / System remains non-operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.
- n) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- o) In case of any replacement during the warranty period the same shall be made free of cost. All the duties / taxes relating to these replacements have to be borne by the Bidder. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.

SECTION – IV

ADDITIONAL CONDITIONS OF CONTRACT

SECTION-IV: ADDITIONAL CONDITIONS OF CONTRACT

1. The scope of the work constitutes completion of all the works and services detailed in this Document and any underlying logical/ physical activity as indicated in this document, not expressly mentioned but required during the course of the execution will also be considered part of the work. The ancillary requirements for the fulfillment of the work shall be supplied by the contractor free of cost within the scope of the work.
2. The quantities indicated in schedule of prices are estimated as per anticipated requirement irrespective of the location. The locations of installation of Camera and other equipment's are within Substation Premises . The indicative location of Substation area is attached as substation general layout Drawings of Pole and Foundation ,etc. for tender purpose only. The quantities if reduced or if any work is cancelled, no compensation in any form shall be paid to the contractor.
3. The Contractor is advised to satisfy himself by his actual inspection of the site and also ascertain for himself the climatic condition, local site conditions etc. before submitting the Bid.
4. All the works shall be carried out as per relevant technical specifications and as per the instructions of Engineer-in-charge.
5. All work related to site monitoring system including Drones , CCTV , setting up server for cloud -based document Management System is in the scope of contractor.
6. In case of work being stalled due to any reason, WAPCOS Ltd.is not liable to pay any compensation or idle charges to the contractor.
7. Any electric supply required at the site of works for whatsoever purpose shall be arranged by the contractor. The contractor shall make his own arrangements for electric power supply / installation of Diesel generating sets etc. as required for the work at his own cost and the rates quoted shall include the cost of providing such electric supply arrangements required for the works .
8. The Contractor/s shall make his / their arrangements for paths etc. for carrying his/their tools and plants, labour and materials etc. for which no extra payment shall be made.
9. **PRICE**
 - 9.1 The rates quoted by the bidder shall be all inclusive for the above scope of work including all charges for equipment, consumables etc, and other statutory levies, insurances, supervision, accommodation, travelling clearing of path for movement & all other incidental charges.

9.2 The rate quoted by bidder and accepted by WAPCOS Ltd. shall remain FIRM during the tenure of work including permissible variations, if any and no escalation shall be paid by WAPCOS Ltd. due to any changes in market prices for any commodity.

10. Any damage done by the Contractor to any existing work during the course or execution of the work bid for shall be made good by him at his own cost. No payment shall be made to the Contractor for any damage to the work executed by him due to rain, flood or any other natural calamities and the contractor shall restore the work at his own cost and ensure such execution strictly in accordance with the specification. The maintenance and protection of work from damage of any kind shall be the responsibility of the contractor till the work is completed and handed over to the client.
11. Vehicles required for Drone Surveillance shall be provided as on required during execution of works.
12. Agency/Contractor is required to deploy resources to complete the work within the schedule time. No Claim will be entertained for idle labour, idle machinery, idle technical/no technical staff, idle T&P etc.
13. The project area lies in forest area. Therefore, proper protection measures should be taken while working in the area and follow strict instruction of agencies.
14. During the execution of the work, if the representative of WAPCOS Limited found any work not in accordance with the approved drawings/specifications/instructions, he may order for re-execution of part or whole of the work executed, no extra claims shall be entertained for re-execution or altering of such work.

SECTION- V

ANNEXURES

AGREEMENT

THIS AGREEMENT IS MADE on this day of 2026 BETWEEN **WAPCOS Limited, A Government of India Undertaking, having its corporate office at 76-C, Sector-18, Gurgaon, Haryana, India - 122015**, represented by its Name, Designation (hereinafter referred to as the 'WAPCOS' or 'Client' which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and **M/s** (Name of Agency/Contractor), a company incorporated under the Nepalese Companies Act, having its registered office at represented by Name (Designation) (hereinafter referred to as 'Agency' which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited NIT for “

Supply and Installation of Cameras and Drones for Site Remote Monitoring/Surveillance Equipment's to be Setup at Ratmate, Damauli and New Butwal Substation ”vide NIT No. **WAP/E&M2/NEPAL/F0391/2026/_____** dated:..... and the Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the Agency has been accepted and the Client has awarded the work of **“Supply and Installation of Cameras and Drones for Site Remote Monitoring/Surveillance Equipment's to be Setup at Ratmate, Damauli and New Butwal Substation**

” vide work order No: and the Agency submitted a signed copy of the work order as a token of acceptance of the same, giving rates/amounts accepting the terms and conditions as stipulated in the work order.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In consideration of the payments to be made by the Client to the Agency/Contractor as hereinafter mentioned, the Agency/Contractor hereby covenants with the Client to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

The Client hereby covenants to pay the Agency/Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) Tender Document
- b) Bidder's Bid
- c) Work Order/Letter of Award (LoA)
- d) Acceptance of LoA

In witness where of the parties thereto have caused this Agreement to be executed the day and year first before written at WAPCOS Ltd., **513, 2nd Floor, Cosmic Tower, Kantuhiti Marg, Sanepa-2 Lalitpur- 44600**

Email: etpnepal@wapcos.co.in

Contact No.+977-9704378833

Signature of the Client
(with the seal of company and address)

Signature of the Agency/Contractor
(with the seal of company and address)

In the presence of:

Witness

1.

2.

FORM OF PERFORMANCE GUARANTEE

To
WAPCOS Ltd.,
513, 2nd Floor, Cosmic Tower,
Kantuhiti Marg, Sanepa-2
Lalitpur- 44600 Email: etpnepal@wapcos.co.in
Contact No. +977-9704378833

In consideration of _____ (Client's name) (hereinafter referred to as "the Client") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Agency/Contractor's name & address)(hereinafter referred to as "the Agency/Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Client's Notification Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Agency/Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for _____ (name of work) (hereinafter called "the contract") and the Agency/Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only) (10 % of the said value of the Contract to the Client).

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client, on demand any or, all monies payable by the Agency/Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency/Contractor or court. Any such demand made by the Client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency/Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Client and further agrees that the guarantee herein contained shall continue to be enforceable till the Client discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Agency/Contractor and accordingly discharges the guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Agency/Contractor. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency/Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Agency/Contractor or any other course or remedy or security available to the Client. The bank shall not be released of its obligations under these presents by any exercise by the Client

of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the Client.

The bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Agency/Contractor and notwithstanding any security or other guarantee that the Client may have in relation to the Agency/Contractor's liabilities.

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favor under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/Post Approval Authorization dated _____ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/s WAPCOS Limited to whom this bank guarantee has been given.

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only);
- ii) This bank guarantee shall be valid upto _____; and
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ (indicate a date twelve month after validity of Guarantee)

Dated this _____ day of _____ at /Kathmandu.

SECTION- VI

FORM

DECLARATION FOR EMD SUBMISSION

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions.
I/We hereby enclose a Demand Draft of a Nationalized/Scheduled Bank/irrevocable Bank Guarantee
no..... datedfor
Rs.....
(Rupees.....only) drawn
on..... in favor of "WAPCOS LIMITED" as **Earnest
Money Deposit (EMD).**

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

LETTER OF TRANSMITTAL FOR TECHNICAL BID

(On Bidder's Original Letter Head)

To
WAPCOS Ltd.,
Cosmic Tower , Sanepa, Lalitpur
Haryana -122015
Email: etpnepal@wapcos.co.in
Contact No.+977-9704378833

Subject: Submission of bids for (Name of the Work)

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statements made and information supplied in the enclosed Forms and accompanying statements are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the WAPCOS Ltd. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, Client firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

S. No.	Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:
Bidder(s).

Seal of bidder
Signature(s) of

FINANCIAL INFORMATION**[To be submitted on Original Letter Head of Bidder]**

1. Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	Gross Annual turnover (in NPR)	Profit/Loss (After Tax) (in NPR)
2022-2023		
2023-2024		
2024-2025		

2. Financial arrangements for carrying out the proposed work: It is hereby declared that we have enough financial resources to execute the proposed work.

**Signature of Bidder
(Date & Seal)**

STRUCTURE & ORGANISATION

Sl.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	Any other information considered necessary but not included above.	

Signature of Bidder(s)

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON - DEBARMENT, BY CONTRACTING AGENCY

UNDERTAKING REGARDING BLACKLISTING / NON –DEBARMENT

[To be submitted on Bidder's Original Letter Head]

Name of work:

Ref: Tender No dated.....

To

WAPCOS Ltd.,

Cosmic Tower , Sanepa, Lalitpur

Haryana -122015

Email: etpnepal@wapcos.co.in

Contact No.+977-9704378833

This is to certify that we have taken the cognizance of Black listing Policy of WAPCOS Ltd. Further, we hereby confirm and declare that we, M/s _____, is not blacklisted/De-registered/ debarred by any Government department / Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Date:
the Authorized signatory)

(Signature, name and designation of

Place:

Name and seal of Bidder

Note” In case of JV Bidder , Individual Partners shall submit this undertaking.

FORMAT FOR UNDERSTANDING THE WORK SITE

[To be submitted on Bidder's Original Letter Head]

To
WAPCOS Ltd.,
Cosmic Tower , Sanepa, Lalitpur
Email: etpnepal@wapcos.co.in
Contact No.+977-9704378833

Subject: Undertaking of the Site Visit for - (Name of the work)

Sir,

I/we hereby certify that I/we have examined & inspected the work site & its surrounding satisfactorily, where the work is to be executed as per the scope of works. I/ We are well aware about the following

- Location of the proposed site and its allied works.
- The condition of the proposed site.
- Site clearance and no cutting off the trees.
- Nature of the ground and accessibility to the site.

I / We hereby submit our Bid considering above all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the work. I / We hereby confirm that no extra/additional cost shall be claimed on above aspects

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORMAT FOR NO DEVIATION CERTIFICATE
[To be submitted on Bidder's Original Letter Head]

To
WAPCOS Ltd.,
Cosmic Tower , Sanepa, Lalitpur
Email: etpnepal@wapcos.co.in
Contact No.+977-9704378833

Subject: No Deviation Certificate for----- (name of Work)

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

**DETAILS OF SIMILAR COMPLETED WORKS IN SIMILAR PROJECTS DURING THE LAST 3
(THREE) YEARS**

Sl No.	Name of The work & location	Owner or sponsoring organization	Cost of Work (in Crores)	Date of Commencement as per Contract	Stipulated Date of Completion	Actual Date of Completion	Name & address/ telephone number of Client
1	2	3	4	5	6	7	8

(Signature of Bidders)

(Appendix to Technical Part of the Bid)

Format of Integrity Pact

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This pre- contract Agreement (herein after called the Integrity Pact) is made on day of the month of 20... , between, on one hand, the [WAPCOS Limited] Acting through M/s....., Designation of the officer, (hereinafter called the "[WAPCOS Limited]", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s.

represented by Shri

(hereinafter called the "BIDDER/SUPPLIER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the [WAPCOS Limited] propose to procure Plant and Installation Services as per the Scope of Work Mentioned in the tender document (hereinafter called the "Facilities", against Tender No. [.....] for [Package Name/ Contract Title] which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Facilities") and the BIDDER/ Supplier is willing to offer/has offered the said "Facilities".

WHEREAS the BIDDER/ Supplier is a Private Company/Public Company/LLP/ Government Undertaking/ Partnership/Proprietorship, constituted in accordance with the relevant law in the matter and the [WAPCOS Limited] is a Ministry /Department of the Government of [State Name] /SPSU performing its function on behalf of the Governor of [State Name].

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling the [WAPCOS Limited] to obtain the desired "Facilities" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/ SUPPLIER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the [WAPCOS Limited] will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: Commitments of the [WAPCOS Limited]

1.
 - 1.1. The [WAPCOS Limited] undertakes that no official of the [WAPCOS Limited], connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SUPPLIER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2. The [WAPCOS Limited] will, during the pre-contract stage, treat all BIDDER/SUPPLIER alike, and will provide to all BIDDER/SUPPLIER the same information and will not provide any such information to any particular BIDDER/SUPPLIER which could afford an advantage to that particular BIDDER/SUPPLIER in comparison to the other BIDDER(S)/SUPPLIER(S).
 - 1.3. All the officials of the [WAPCOS Limited] will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SUPPLIER to the [WAPCOS Limited] with the full and verifiable facts and the same is prima facie found to be correct by the [WAPCOS Limited], necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the [WAPCOS Limited] and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the [WAPCOS Limited], the proceedings under the contract would not be stalled.

Commitments of BIDDERS/SUPPLIERS

3. The BIDDER/SUPPLIER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the [WAPCOS Limited], connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2. The BIDDER/SUPPLIER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the [WAPCOS Limited] or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. The BIDDER/SUPPLIER shall disclose the name and address of agents and representatives and Indian BIDDERSs shall disclose their foreign principals or associates.
- 3.4. The BIDDER/SUPPLIER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER/SUPPLIER further confirms and declares to the [WAPCOS Limited] that he BIDDER/SUPPLIER is the original manufacture/Integrator/authorized government sponsored export entity of the defence stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the [WAPCOS Limited] or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SUPPLIER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER/SUPPLIER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the [WAPCOS Limited] or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER/SUPPLIER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER/SUPPLIER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER/SUPPLIER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the [WAPCOS Limited] as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SUPPLIER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER/SUPPLIER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER/SUPPLIER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER/SUPPLIER or any employee of the BIDDER/SUPPLIER or any person acting on behalf of the BIDDER/SUPPLIER, either directly or

indirectly, is a relative of any of the officers of the [WAPCOS Limited], or alternatively, if any relatives of an officer of the [WAPCOS Limited] had financial interest/stake in the BIDDER's/SUPPLIER's firm, the same shall be disclosed by the BIDDER/SUPPLIER at the time of filling of tender.

- 3.13. The BIDDER/SUPPLIER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the [WAPCOS Limited].

4. Previous Transgression

- 4.1. The BIDDER/SUPPLIER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's/SUPPLIER's exclusion from the tender process.

- 4.2. The BIDDER/SUPPLIER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit) (If applicable as per ITB Clause 18)

- 5.1. While submitting commercial bid, the BIDDER/SUPPLIER deposit an amount (as specified in TENDER) as Earnest Money/Security, Deposit, with the [WAPCOS LIMITED] through any of the following instruments:

- 5.1.1. Bank Draft or a Pay Order in favour of „[WAPCOS Limited]" payable at [...]

- 5.1.2. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the [WAPCOS LIMITED] on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the [WAPCOS LIMITED] shall be treated as conclusive proof of payment.

- 5.1.3. Any other mode or through any other instrument (to be specified in the TENDER.

- 5.2. The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.

- 5.3. In the case of successful BIDDER/SUPPLIER, a clause would also be incorporated in the Article pertaining to Performance Bond in the procurement Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the [WAPCOS LIMITED] to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4. No interest shall be payable by the [WAPCOS LIMITED] to the BIDDER/SUPPLIER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER/SUPPLIER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SUPPLIER/SUPPLIER) shall entitle the [WAPCOS LIMITED] to take all or any one of the following actions, wherever required:-

- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SUPPLIER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the [WAPCOS LIMITED] and the [WAPCOS LIMITED] shall not be required to assign any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the [WAPCOS LIMITED], and in case of the Indian BIDDER/SUPPLIER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Nepal Rastra Bank, If any outstanding payment is due to the BIDDER from the [WAPCOS LIMITED] in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SUPPLIER, in order to recover the payments, already made by the [WAPCOS LIMITED], along with interest.
- 6.1.6. To cancel all or any other contracts with the BIDDER/SUPPLIER. The BIDDER shall be liable to pay compensation for any loss or damage to the [WAPCOS LIMITED] resulting from such cancellation/rescission and the [WAPCOS LIMITED]/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SUPPLIER.
- 6.1.7. To debar the BIDDER/SUPPLIER from participating in future bidding processes of the Government of India [WAPCOS LIMITED]/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the [WAPCOS LIMITED].
- 6.1.8. To recover all sums paid in violation of this Pact by BIDDER/SUPPLIER (s) to any middlemen or agent or broken with a view to securing the contract.
- 6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the [WAPCOS LIMITED] with the BIDDER/SUPPLIER, the same shall not be opened.
- 6.1.10. Forfeiture of performance Bond in case of a decision by the [WAPCOS LIMITED] to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.
- 6.2. The [WAPCOS LIMITED] will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SUPPLIER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SUPPLIER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of the [WAPCOS LIMITED] to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SUPPLIER

shall be final and conclusive on the BIDDER/SUPPLIER. However, the BIDDER/SUPPLIER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- 7.1. The [WAPCOS LIMITED] has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by [WAPCOS LIMITED]).
- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the [WAPCOS LIMITED].
- 7.6. The BIDDER/SUPPLIER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the [WAPCOS LIMITED] including that provided by the BIDDER/SUPPLIER. The BIDDER/SUPPLIER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SUPPLIER/Subcontractors(s) with confidentiality.
- 7.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the designated Authority of [WAPCOS LIMITED] /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the [WAPCOS LIMITED]/BIDDER/SUPPLIER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the [WAPCOS LIMITED] or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SUPPLIER and the BIDDER/SUPPLIER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Nepalese Law. The place of performance and

jurisdiction is the seat of the [WAPCOS LIMITED].

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the [WAPCOS LIMITED] and the BIDDER/SUPPLIER, including warranty period, whichever is later. In case BIDDER/SUPPLIER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

Signed on (Insert the Date)

Signature (of Bidders"s authorized Bid Signatory)# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory } Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder"s name or Consortium/ JV"s name, if applicable): Capacity: {insert the person"s capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory"s address}

Phone/fax: {insert the authorized Bid Signatory"s phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory"s email address}

#{For a joint venture, either all members shall sign or only the authorised signatory, in which case the power of attorney to sign on behalf of all members shall be attached}

Witness

1.

2.

[WAPCOS LIMITED]
Name of the Officer
Designation
Deptt/MINISTRY/PSU

Witness

- 1.
- 2.

* Provision of these clauses would need to be amended/deleted in line with the policy of the [WAPCOS LIMITED] in regard to involvement of Indian foreign supplies.

SECTION– VII

TERMS OF REFERENCE/TECHNICAL SPECIFICATION

SECTION – VII: TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS**1.0 BACKGROUND**

The proposed ETP consists of the construction of a 400kV D/C Overhead TL spanning approximately 315 km and three new substations namely Ratmate in Nuwakot district, New Damauli in Tanahu district and New Butwal in Nawalparasi West (West of Bardaghat Susta) district. The 400kV D/C Overhead TL will also connect with under construction S/S at Lapsipedi in Kathmandu district and an existing S/S at New Hetauda in Makwanpur district. The project shall be a significant component of Nepal's Electricity Transmission infrastructure and includes Nepal's second major planned Nepal-India Interconnection (New Butwal in Nepal to Gorakhpur in India).

1.1 Introduction

WAPCOS invites bids for the procurement, installation and commissioning, operation, and maintenance of site monitoring and surveillance equipment for Ratmate, Damauli, and New Butwal substations upto construction period of 36 months and maintenance extended upto 12 months . The objective is to ensure effective monitoring of electricity transmission line construction activities and substation construction works through the use of modern surveillance systems, including drones, IP cameras and remote monitoring infrastructure.

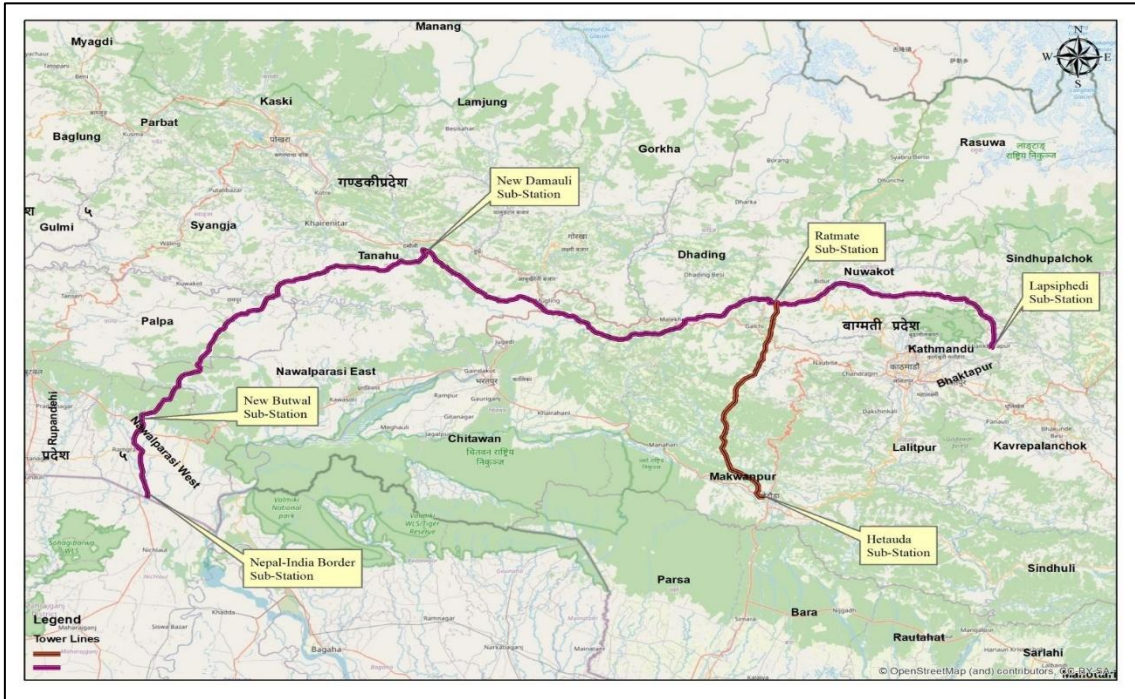
2.0 PROJECT LOCATION

The proposed locations of the project pass through 10 nos. district of Nepal namely: Kathmandu , Sindhupalchok, Nuwakot, Makwanpur, Dhading, Chitwan, Tanahu, Nawalparasi East ,Palpa and Nawalparasi West.

The TL starts from the Nepal India border in the Terai region and extends northward, connecting key substations along its route. The project's trajectory unfolds as follows:

- (a) **Nepal India Border to New Butwal S/S** – The TL extends northward, terminating at the New Butwal S/S in the Nawalparasi West District. This segment is located fully in the Terai region.
- (b) **Across Chure Hills to New Damauli S/S** – The TL goes northeast, traversing the Chure and mid Hills, to reach the New Damauli S/S in the Tanahu District.
- (c) **Damauli to Ratmate S/S** – Continuing further, the TL moves eastward vividly through the mid-mountains, connecting to the Ratmate S/S situated in the Nuwakot District.
- (d) **Branching Southwest to New Hetauda S/S** – A segment of the TL extends Southeast from Ratmate to reach the New Hetauda S/S located in the Makwanpur District.
- (e) **Branching East to Lapsipedi S/S**– Another segment heads from the Ratmate S/S, connecting to the Lapsipedi S/S situated in the Kathmandu District.

The Proposed Geographical locations are as shown in figure given below:



3.0 ACCESS TO PROJECT SITE:

SL. No.	Medium of Transport	Details
1	By Air	Kathmandu , Bhiarahwa Airport are the nearest Airports in Nepal from the project site of New Butwal and Pokhara Airport for New Damauli.
2	By Road	Damauli , Ratmate and New Butwal are connected with Kathmandu by Road .

4.0 OBJECTIVE OF WORK

The primary objectives of this project are as follows:

- Implement a Comprehensive Remote Monitoring System: To ensure real-time and remote supervision of substations and transmission lines construction activities using advanced surveillance technologies, including CCTV cameras and drones.
- Enhance Project Monitoring Efficiency: To provide stakeholders, including WAPCOS and associated agencies, with reliable, web-accessible tools for live and recorded monitoring of construction progress.

- **Ensure Compliance and Data Security:** To establish a surveillance system that complies with MCA-Nepal's document management and security standards, ensuring systematic storage and accessibility of video footage and other records.
- **Facilitate Accurate and Reliable Civil Works Execution:** To undertake precise and efficient civil works for the installation of poles, HDPE pipes, and cabling to support the remote monitoring infrastructure and related construction activities.
- **Promote Operational Continuity:** To establish an Annual Maintenance Contract (AMC) to ensure the ongoing functionality and reliability of the remote monitoring system and associated infrastructure beyond the warranty period.
- **Optimize Resource Utilization:** To reserve adequate bandwidth and deploy high-resolution drones with extended operational capabilities, ensuring uninterrupted monitoring and reporting during project execution.
- **Support Regulatory Compliance and Approvals:** To obtain necessary government approvals for drone operations and ensure that all activities adhere to local and national regulatory requirements.
- **Achieve Timely and Cost-Effective Implementation:** To complete the installation, testing, and commissioning of the remote monitoring system and civil works within the specified project timeline, ensuring value for investment.

5.0 SCOPE OF WORK

5.1 Remote Monitoring:

The Bidder shall supply CCTV Camera including its accessories and install it at the relevant sites and make them functional. Entire surveillance system from all sites shall be remotely accessible using web application (mobile app or browser). An established Annual Maintenance Contract that shall be in place to ensure that the entire system will be operational even after the warranty period.

The Bidder shall reserve adequate bandwidth to operate this surveillance system remotely.

Streaming (Live/Recorded) of surveillance system shall be available via a weblink/FTP or cloud link to MCA-Nepal and MCC.

The Bidder shall also supply 3 number drones as per the specifications for recording of video footage and still pictures of transmission line construction activities as per requirement.

The recorded video clips and snapshots taken from the drones and surveillance system should be recorded and uploaded systematically in the server or cloud storage archive that comply with MCA-Nepal document management and security system.

The Bidder shall be responsible for ensuring the daily operation of the entire surveillance system and Remote Monitoring Infrastructure.

The Bidder shall take all prior approvals from the concerned Government Authorities for the operation of the drones. WAPCOS/MCA-Nepal will provide administrative support in the approval process (if required).

The specifications of Drone, CCTV and its accessories are provided as Annexure-I.

Remote Monitoring of Substation Construction Activities.

Supply and installation of a Server with high-speed data connectivity at Engineer's office including supply and installation of a suitable monitor, operating system, modem,

necessary software, UPS etc.

Supply and installation of a secure WAN covering substation area including installation of routers, power supply, etc.

Supply and installation of outdoor (with IP-54 protection) and indoor IP surveillance camera (remotely controllable) at least six nos. at strategic locations to remotely monitor the substation activities. Scope includes installation of cameras on suitable structures (of temporary nature) with its foundation if required.

Supply and installation of necessary software for local and remote monitoring of substation constructional activities through web based and mobile app-based systems.

Remote Monitoring of Transmission Line Construction Activities.

Supply and installation of a Server with hi-speed data connectivity at Engineer's office including supply and installation of a suitable monitor, operating system, modem, necessary software, UPS etc.

Supply and operation of drones (3 drones for 3 lots) equipped with hi-resolution camera on gimbal for proper video stabilization with approximately thirty-minutes flight time (with one number of additional battery backup for each drone) on single charge and standby battery backup for another one-hour operation.

Supply and installation of necessary software for local playback and remote transmission of AV footage for TL constructional activities through web based and mobile app-based systems.

The Bidder shall perform all other tasks, not specifically mentioned above, but which are necessary and essential to ensure the successful supervision and control of all the construction activities, in accordance with the terms of the works contracts.

5.2 The scope of work for this project includes:

i. Remote Monitoring System Installation

a) CCTV Surveillance System

- Supply and installation of IP surveillance cameras (indoor and outdoor) with IP-54 protection at strategic locations.
- Setup of temporary structures with foundations for camera mounting, if required.
- Configuration for live and recorded streaming accessible via web applications or mobile devices.

b) Drone Operations

- Supply of three drones with high-resolution cameras and video stabilization features for real-time and recorded monitoring of construction activities.
- Provision of backup batteries for uninterrupted operations.

c) Monitoring Software

- Deployment of software for local and remote monitoring through web-based and mobile platforms.

d) Data Storage and Management

- Integration of systematic recording and uploading capabilities compliant with MCA-Nepal's document management standards.

ii. Civil Works for Supporting Infrastructure

a) Pole Installation

- Conduct surveys and layout marking for pole locations.
- Excavate and construct concrete foundations for pole installation.
- Erect poles with proper alignment and weather-resistant coatings.

b) HDPE Duct Installation

- Excavate trenches for laying HDPE ducts as per design specifications.
- Install, seal, and align ducts with proper joining methods.
- Backfill trenches and restore surfaces to original conditions.

c) Cable Installation

- Pull and lay cables through HDPE ducts, ensuring proper handling to avoid damage.
- Perform cable termination, testing, and marking for easy identification.

d) Junction Box Installation

- Supply and install junction boxes with proper grounding and waterproofing at specified locations.

iii. Network and Server Setup

a) Server Installation

- Install servers with high-speed connectivity, monitors, operating systems, and UPS at the Engineer's office.

b) Wide Area Network (WAN)

- Establish a secure WAN for data transmission within substation and transmission line construction sites.

iv. Maintenance and Support

a) Annual Maintenance Contract

- Ensure system reliability and operation through a comprehensive maintenance annually for smooth operation and support of entire system.

v. Regulatory and Compliance Activities

- Secure necessary government approvals for drone operations with WAPCOS's administrative support.
- Ensure all installations comply with local regulations and technical standards.

1.3 Methodology

The implementation of the remote monitoring system and associated civil works for WAPCOS will follow a systematic order to ensure smooth execution. The process begins with project planning, where the work plan, timeline and resource allocation are finalized. Detailed site surveys are conducted to identify strategic locations for installing poles, surveillance cameras, and other components. Concurrently, government approvals for drone operations and civil

works are to be obtained.

The supply phase commences with the procurement and delivery of all required materials, including CCTV cameras, drones, servers, cables ,etc. Upon delivery, all items are inspected to ensure they meet the technical specifications outlined in the project. Next, the civil works phase begins, which includes excavation, concrete foundation construction and pole erection. HDPE Pipes are laid in excavated trenches, sealed properly, and the trenches are backfilled and restored. Cables are then pulled through the ducts, terminated and tested for continuity and insulation.

Following the civil works, the installation phase starts with setting up servers and configuring the WAN at the Engineer's office, enabling secure data transmission across the construction sites. Surveillance cameras, both indoor and outdoor are installed at identified locations, with temporary structures erected for mounting where necessary. Drones equipped with high-resolution cameras are prepared, tested and deployed for monitoring transmission line activities. Software for real-time and recorded data monitoring is installed and configured for web-based and mobile access.

System testing and commissioning are carried out to verify the functionality of all components. This includes live-streaming tests for the CCTV system, video capture tests for drones and playback tests for recorded footage. Any defects are rectified before final acceptance. Once operational, the system is handed over to WAPCOS along with detailed as-built drawings, operation manuals, and test reports. An Annual Maintenance Contract (AMC) is established to ensure long-term reliability, supported by daily operational monitoring and reporting. This systematic approach ensures a fully functional and integrated solution for monitoring construction activities effectively.

1.4 Responsibilities of the Bidder

- Ensure compliance with all applicable laws, including obtaining necessary government approvals for drone operation.
- Provide on-site and remote training to designated personnel for system operation.
- Ensure the uninterrupted functionality of the surveillance system, including replacement/repair of faulty equipment during the warranty and annual Maintenance Contract periods.

1.5 Deliverables

- Fully installed and operational monitoring and surveillance system at all sites.
- Remote monitoring functionality established via secure web and mobile applications.
- Comprehensive documentation, including user manuals and compliance certifications.
- Training sessions for WAPCOS/MCA-Nepal personnel. During the delivery, supplier must conduct 3-day face-to face training to the end-user.

1.6 Timeline

- Equipment delivery and installation: Within 60 days from the date of contract signing.
- System testing and commissioning: Within 30 days after installation.

1.7 Reporting and Coordination

The Bidder shall coordinate with WAPCOS and MCA-Nepal throughout the project. Weekly progress reports shall be submitted until project completion.

1.8 Training Requirement

1.	Project Description	Mapping Drone and Camera with payload for various applications as per Project Requirements
2.	Attendees	Min. 10 Persons from WAPCOS & MCA-Nepal
3.	No. of Days	Min 3 Days (2 Times during contract period)

Site specific challenges shall be addressed properly and taken into consideration during submission of the Technical & Financial Bids.

6.0 Description of Services: Technical Description of Site Monitoring/Surveillance Equipment

(To be setup at Ratmate, New Damauli and New Butwal substation)

1. Survey/ Monitoring Drone Camera

Type/Purpose	:	Suitable for videography/photography, site survey and inspection of Electricity Transmission Line build up work.
Size and weight	:	Portable/Professional design
Flight time	:	Approximately 30 minutes in a single flight
Flight Range	:	Up to 7 kilometers in normal weather condition and without obstruction.
Camera and gimbal	:	20 MP or better quality camera with 3-axis gimbal (for professional video)
Sensors	:	GPS, altimeter, magnetometer, and obstacle avoidance sensors
Control System	:	Remote Control as well Mobile Apps
Payload capacity	:	Up to 0.5kg Payload Capacity
Flight speed	:	Around 50 Km/h or higher speed in normal weather condition
Altitude	:	Up to 120 meters (400 feet) or as approved by the Government of Nepal
Certification/ Regulation	:	Approval from the Government of Nepal and Civil aviation authority of Nepal

<u>Spare Battery Set</u>	:	<u>ONE Spare Battery Set to use as Backup</u>
Carrying Bag/Accessories	:	A good quality Carrying bag (branded) as designed by the Drone manufacturer

2. IP Camera

Type	:	Professional Outdoor Bullet/Dome Camera
Resolution	:	FHD (1080 x 1920) or higher resolution
Frame Rate	:	30 frames per second or better
Image Sensor	:	1/3" Progressive Scan CMOS with Day/Night/Auto/Schedule
Lens	:	Fixed - 2.8/4/6/8 mm or equivalent
Video Compression	:	Advance Compression H.264/H.265 or higher
Analytics	:	Object/movement detection, facial recognition feature
Connectivity	:	Gigabit Ethernet/1000 BASE-T or higher speed complied
Environmental Ratings	:	Extreme temperatures (~45°C) or exposure to water, dust and foggy weather condition (~0°C)
Network/Ethernet	:	TCP/IP, Gigabit Ethernet connectivity complied
Network Storage	:	Support standard NAS storage with ANR (Automatic Network Replacement) compliant
Infrared (IR) illumination	:	Day and Night with IR Cut Filter up to 30M range
Weather resistance	:	Weather and Dust Proof and Robust Model suitable for Outdoor operation (IP65 complied)
Power Source	:	PoE (Power over Ethernet) and Standard AC Power Support
Mounting options	:	Wall, Ceiling and/or Pole Mounting as per site Requirement
Accessories	:	Wall/Pole/Mounting Kits

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3. Network Switch

Switch Type	:	8- Port Fast Ethernet PoE (Unmanaged)
Ports	:	8 x 100/1000 Mbps PoE RJ-45 Port (60 W or higher) +2 Uplink (Gigabit), IEEE 802.3 compliant RJ-45 Ports
Housing/Mounting	:	Solid Metal Body/with Wall/rack mount Kit
Power Supply	:	Standard 220V, 50Hz Nepal Surge protection
Accessories	:	Power adaptor, patch cords and mounting kits

4. NVR and Surveillance Monitor

NVR	:	Flatbed, Network Video Recorder
IP Video Input	:	8-Ch (Gigabit compliant preferred)
Incoming/Outgoing Bandwidth	:	80~256 Mbps or higher
Recording Resolution	:	HD 1080p or higher
Video Connectivity	:	SVGA/HDMI with up to 4K Support
Storage	:	2 TB x 2 SSD (with redundant backup/RAID preferred)
Channel Support	:	8 Channel
Housing/Mounting	:	Metal body (19" Rack Mountable)
Power Supply	:	Standard Power Supply, 220v, 50Hz, Nepal
<u>Surveillance Monitor</u>	:	<u>32" FHD Smart PC and Steaming TV Screen.</u>
		Remote Control
		Power and HDMI/SVGA Cables and Accessories - VESA/Wall/Table mount kit

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5. Network Rack/Cabinet

Purpose	:	All equipment (UPS, PoE Switch, NVR) will be locked in this Rack
Type	:	Network Cabinet
Rack Height	:	12U, EIA-Standard (Heavy Duty)
Mounting dimensions	:	19" x 12U x 269mm or Compatible Size
Cabinet Mounting	:	Wall/floor Mounting, Double Section, Fully Assembled 600 x 600 mm
Closing	:	Front Door of toughened glass or net with strong Key/Locker
Side Panel	:	Detachable or Well ventilated Design
Cable Management	:	Top and Bottom Cable drop outs holes
Vertical Mounting Rail	:	4 (2 front, 2 Back)
Accessories	:	Wall/Floor mounting kit (trolley wheel in case of floor mount)
Load Bearing Capacity	:	At least 50 Kg

6. UPS/Power Backup

Type	:	Line Interactive UPS with built-in AVR Super-Fast Charging design
Output Socket	:	4- Universal Socket
Capacity	:	1200 VA
Input Voltage, Frequency	:	190-260 VAC $\pm$ 5%, 50/60 Hz
Output Voltage, Frequency	:	220V, 50 Hz $\pm$ 1%Hz
Battery	:	Internal Battery -Lead acid maintenance free

Expected backup	:	10 minutes Approx.
Nominal Frequency	:	50 or 60Hz (Auto sensing)
Transfer Time (typical)	:	2 – 6 micro sec or equivalent
UPS signal	:	Beep alarm on battery mode

7. IP/Surveillance System Installation

Cabling/Ducting	:	Outdoor Cable-UTP/STP CAT6 or higher Gigabit with PVC/HDP pipe ducting for an area of 500-meter periphery approximately. All cable/network fittings to be Gigabit Compliant (RJ-45/Keystone Jacks, Patch Cords, repeaters etc.)
Poles	:	6 Steel/GI Poles (3") – 15 FT height to mount IP Camera at a strategic location as recommended Steel/GI Pole might require concreting at the base to make them strong enough to hold the camera and for long lasting
System Installation/Software	:	All system shall be accessible from remote/IOS or Laptops/appropriate cloud software and backup setup
Testing/Commissioning	:	All system shall be secure, tested and well functional any additional hardware or software that may require will be additional responsibility

7.0 DOCUMENTATION

Upon completion of work, the Supply & Installation works shall be documented.

8.0 PROTECTION OF ENVIRONMENT

While Installation of equipments at site, necessary measures shall be adopted to protect the environment of the project areas and its surroundings. The following protective measures shall be enforced: Access routes to the sites shall be selected with care to minimize damage to the environment. Operation of investigation equipment shall be controlled at all times, and the extent of damaged areas shall be held to the minimum consistent with the requirements for project. After the installation works are completed, areas disturbed by the Erection & Installation shall be restored to its natural appearances.

SECTION– VIII

FINANCIAL BID

BILL OF QUANTITIES (BOQ)

Supply And Installation of Cameras and Drones For Site Remote Monitoring/Surveillance Equipments to be Setup at Ratmate, New Damauli and New Butwal Substation and Interconnected 400kV Transmission Lines (315km)

Sl. No.	Description of Item	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
A	Cameras				
1	IP Camera	No.	18		
2	Network Switch	Set	3		
3	Network Video Recorder and Surveillance Monitor	Set	3		
4	Network Rack/Cabinet	Set	3		
5	UPS/Power Backup	Set	3		
6	IP/Surveillance System Installation	Set	3		
7	Associated Civil Works	LS	1		
8	Installation, Testing and Commissioning	LS	1		
9	Training	LS	1		
	Sub Total (A)				
B	Drones				
1	Survey/ Monitoring Drone Camera	No.	3		
2	Installation, Testing and Commissioning	LS	1		
3	Training	LS	1		
	Sub Total (B)				
C	Annual Maintenance/Support Charge				
1	Annual Support	Months	36		
2	Dedicated Experienced Engineer (Intermittent Input) minimum 10 days in a month	Months	12		

	Sub Total (c)				
D	Total without VAT (A+B+C)				
E	VAT @13% on D				
F	Total including VAT				

- The rate shall be inclusive of all allied works as mentioned in Terms of Reference.
- Bidder has to quote prices for successful delivery, installation and commissioning and there after operation of the work.
- Bidder in his bid needs to include the prices of all mandatory spares required for successful completion of work.

(Total Rupeesonly)

Date:

Place:

Signature(s) of Bidder (s)

Name & designation

Annexure 1

Service Level Agreement (SLA)

The successful bidder shall provide Comprehensive Operation & Maintenance Services for all supplied CCTV Systems, Drone Systems, networking equipment, software, storage devices, accessories and associated infrastructure for a period of **Three (3) years** from the date of commissioning.

The Contractor shall ensure compliance with the following minimum Service Levels.

Parameter	SLA Requirement
System Uptime	Minimum 99% uptime per calendar month for each CCTV location and Drone Management System, excluding agreed scheduled maintenance.
Fault Reporting	24×7 Helpdesk with complaint registration number.
Response Time	Within 2 hours from reporting of fault.
Site Attendance	Within 24 hours for remote transmission line locations.
Rectification Time (Minor Fault)	Within 24 hours.
Rectification Time (Major Fault requiring replacement)	Within 72 hours.
Replacement of defective equipment not repairable	Within 10 calendar days.
Preventive Maintenance	Minimum once every quarter.
Drone Serviceability	Minimum 95% operational availability during scheduled inspection periods.
Monthly SLA Report	To be submitted within 5 working days after the end of every quarter.

The successful bidder shall provide Comprehensive Operation & Maintenance Services for all supplied CCTV Systems, Drone Systems, networking equipment, software, storage devices, accessories and associated infrastructure for a period of **Three (3) years** from the date of commissioning.

Definition of Uptime

System Uptime shall mean the period during which the CCTV system/drone system remains fully operational and capable of performing all intended monitoring and recording functions.

Scheduled maintenance approved by the Employer at least 48 hours in advance shall not be counted as downtime.

Downtime shall commence from the time the complaint is logged or automatically detected and shall end only after restoration of normal operation and acceptance by the Engineer-in-Charge.

SLA Non-Compliance and Service Credits

If the Contractor fails to achieve the prescribed SLA, deductions shall be made from the monthly AMC payment.

A. Uptime Penalty

For every **0.5% reduction** below the prescribed monthly uptime of **99%**, the following deduction shall apply:

Monthly Uptime	Deduction from Monthly AMC Bill
≥99%	Nil
98.5% to <99%	2%
98.0% to <98.5%	4%
97.0% to <98.0%	6%
95.0% to <97.0%	10%
Below 95%	15% plus. Employer may initiate action for repeated SLA failure

B. Response Time Penalty

If the Contractor fails to respond within the stipulated response time:

- ₹1,000 (or equivalent amount specified in the tender) per incident for delay up to 6 hours.
- ₹2,000 per incident for delay exceeding 6 hours.

C. Rectification Time Penalty

Where restoration exceeds the prescribed rectification period:

Delay beyond SLA	Deduction
24-72 hours	1% of monthly AMC value of affected site
72-96 hours	3% of monthly AMC value
More than 96 hours	5% of monthly AMC value for every additional day or part thereof

D. Drone Non-Availability

If scheduled drone inspections cannot be carried out due to equipment failure attributable to the Contractor:

- ₹5,000 per missed scheduled; or
- Actual cost incurred by the Employer for arranging alternative inspection, whichever is higher.

E. Maximum Penalty

The cumulative SLA deductions in any month shall not exceed **20% of the Monthly AMC Charges**.

If SLA compliance falls below **90% for three consecutive months**, it shall constitute a material breach of contract, and the Employer shall have the right to:

- issue a notice for corrective action;
- invoke the Performance Security; and/or
- terminate the contract at the Contractor's risk and cost.

Formula for Uptime

Monthly Uptime (%) shall be calculated as:

Uptime (%) = [(Total Scheduled Service Time – Total Downtime) ÷ Total Scheduled Service Time] × 100

where:

- **Scheduled Service Time** = Total hours in the month excluding agreed maintenance.
- **Downtime** = Period from complaint registration until complete restoration.

Description of Services: Technical Description of Site Monitoring/Surveillance Equipment					Annexure-II		
Guaranteed Technical Particulars					To be Provided by Bidder		
S.No	Description	Technical Data Requirements	Qty	Make/Model	New Damauli	New Butwal	Ratmate
1	Survey/ Monitoring Drone Camera		Set				
	Type/Purpose :	Suitable for videography/photography, site survey and inspection of Electricity Transmission Line build up work.					
	Size and weight:	Portable/Professional design					
	Fight Time :	Minimum 30 minutes in a single Flight					
	Flight Range:	Upto 7 Kilometers in normal weather condition and without obstruction					
	Camera and gimbal :	20 MP or better quality camera with 3-axis gimbal (for professional video)					
	Sensors:	GPS, altimeter , magnetometer and obstacle avoidance sensors					
	Control System :	Remote Control as well Mobile Apps					
	Payload Capacity :	Up to 0.5kg Payload Capacity					
	Flight Speed:	Around 50km/h or higher speed in normal weather condition					
	Altitude:	Upto 120 meters (400 feet) or as approved by Government of Nepal					
	Certification/ Regulation :	Approval from the Government of Nepal and Civil aviation authority of Nepal					
	Spare Battery Set:	One Spare Battery Set to use as Backup					
	Carrying Bag/Accessories:	A Good quality carrying bag(branded) as designed by the Drone Manufacturer					
2	IP Camera		Set				
	Type:	Professional Outdoor Bullet/Dome Camera					
	Resolution:	FHD (1080 x 1920) or higher resolution					
	Frame Rate :	30 frames per second or better					
	Image Sensor:	1/3" Progressive Scan CMOS with Day/Night/Auto/Schedule					
	Lens:	Fixed -2.8/4/6/8 mm					
	Video Compression :	Advance Compression H.264/H.265 or higher					
	Analytics :	Object/movement detection, facial recognition feature					
	Network/Ethernet :	Gigabit Ethernet/1000 BASE-T or higher speed complied					
	Enviornmental Ratings:	Extreme temperatures(~45°C) or exposure to water , dust and foggy weather condition (~0°C)					
		Water and dust resistant (IP67) and vandal proof (IK10)					
	Network/Ethernet :	TCP/IP, Gigabit Ethernet connectivity complied					
	Network Storage:	Support standard NAS storage with ANR(Automatic Network Replacement) compliant					
	Infrared(IR) illumination:	Day and Night with IR Cut Filter up to 30M range					
	Weather Resistance:	Water and dust proof and robust model suitable for Outdoor operation (IP 65 complied)					
	Power Source:	PoE(Power over Ethernet) and Standard AC Power Support					
	Mounting options :	Wall, Ceiling and/or Pole Mounting as per site Requirement					
	Accessories :	Wall/Pole/Mounting Kits					
3	Network Switch		Set				
	Switch Type :	8- Port Fast Ethernet PoE (Unmanaged)					
	Ports :	8 x 100/1000 Mbps PoE RJ-45 Port (60 W or higher) +2 Uplink (Gigabit), IEEE 802.3 compliant RJ-45 Ports					
	Housing/Mounting :	Solid Metal Body/with Wall/rack mount Kit					
	Power Supply :	Standard 220V, 50Hz Nepal Surge protection					
	Accessories :	Power adaptor, patch cords and mounting kits					
4	Network Video Recorder and Surveillance Monitor		Set				
	NVR:	Flatbed, Network Video Recorder					
	IP Video Input:	8-Ch,(Gigabit compliant preferred)					
	Incoming/Outgoing Bandwidth:	80~256 Mbps or higher					
	Recording Resolution :	HD 1080p or higher					
	Video Connectivity :	SVGA/HDMI with upto 4K Support					
	Storage:	2 TB x 2SSD(with redundant backup/RAID preferred)					
	Channel Support :	8 Channel					
	Housing/Mounting :	Metal body (19" Rack Mountable)					
	Power Supply :	Standard Power Supply, 220v , 50HZ , Nepal					
	Surveillance Monitor :	32" FHD Smart PC and Steaming TV Screen , Remote Control , Power and HDMI/SVGA Cables and Accessories -VESA/Wall/Table mount kit					
5	Network Rack/Cabinet		Set				
	Purpose :	All equipment (UPS, PoE Switch, NVR) will be locked in this Rack					

	Type :	Network Cabinet					
	Rack Height :	12U, EIA-Standard (Heavy Duty)					
	Mounting dimensions :	19" x 12U x 269mm or Compatible Size					
	Cabinet Mounting:	Wall/Floor Mounting, Double Section, Fully Assembled 600x 550 mm					
	Closing :	Front Door of Lockable toughened glass or net with strong Key/Locker					
	Side Panel:	Detachable or Well ventilated Design					
	Cable Management :	Top and Bottom Cable drop outs holes					
	Vertical Mounting Rail :	4 (2 front, 2 Back)					
	Accessories :	Wall/Floor mounting kit (trolley wheel in case of floor mount)					
	Load Bearing Capacity :	At least 50 Kg					
6	UPS/Power Backup		Set				
	Type :	Line Interactive UPS with built-in AVR Super-Fast Charging design					
	Output Socket :	4- Universal Socket					
	Capacity :	1200 VA					
	Input Voltage Frequency :	190-260 VAC $\pm$ 5%, 50/60 Hz					
	Output Voltage, Frequency:	220V, 50 Hz $\pm$ 0.1%HZ					
	Battery :	Internal Battery -Lead acid maintenance free					
	Expected backup :	10 minutes Approx.					
	Nominal Frequency :	50 or 60Hz (Auto sensing)					
	Transfer Time (typical) :	2-6 micro sec or equivalent					
	UPS signal :	Beep alarm on battery mode					
7	IP/Surveillance System Installation		Set				
	Cabling/Ducting:	Outdoor Cable-UTP/STP CAT6 or higher Gigabit with PVC/HDP pipe ducting for an area of 500-meter periphery approximately. All cable/network fittings to be Gigabit Compliant (RJ-45/Keystone Jacks, Patch Cords, repeaters etc.)					
	Poles:	6 Steel/GI Poles (3") - 15 FT height to mount IP Camera at a strategic location as recommended Steel/GI Pole might require concreting at the base to make them strong enough to hold the camera and for long lasting					
	System Installation/Software:	All system shall be accessible from remote/IOS or Laptops/appropriate cloud software and backup setup					
	Testing/Commissioning:	All system shall be secure, tested and well functional any additional hardware or software that may require will be additional responsibility					
8	Annual Support Charge		LS				
9	Associated Civil Works		LS				
10	Any other items not mentioned above, but which are necessary and essential to ensure the successful supervision and control of all the construction activities , in accordance with the scope of works						

SL. Particulars (Based on the Scope of Services)

1 Mandatory Hardware & Software Requirements

The service provider is required to maintain and support the following core components:

- i. **IP Cameras:** Maintenance of various types including Bullet, Dome, and PTZ cameras.
- ii. **Recording & Storage:** Management of Network Video Recorders (NVRs) and the associated storage disks for video retention.
- iii. **Network Infrastructure:** Support for PoE (Power over Ethernet) Switches and the necessary Fiber/Copper cabling, 16 A socket switches
- iv. **Monitoring Equipment:** Maintenance of LED monitors and Video Management Software (VMS).

2 Mandatory Services & Operational Items

The scope outlines specific service obligations that must be met:

- i. **Preventive Maintenance (PM):** Mandatory quarterly checks of all cameras, including cleaning lenses, checking power supply, and verifying recording status.
- ii. **Corrective Maintenance:** Repair or replacement of faulty components within the agreed-upon Service Level Agreement (SLA) timelines.
- iii. **Remote & On-site Support:** Provision of technical support to resolve software glitches, network issues, or camera outages.
- iv. **Performance Monitoring:** Continuous monitoring of the CCTV health to ensure 24/7 video availability and storage integrity.

3 Mandatory Documentation & Reporting

The provider must submit the following as part of the service delivery:

- i. **Asset Register:** An updated list of all CCTV hardware including serial numbers and locations.
- ii. **Maintenance Reports:** Detailed logs of all preventive and corrective maintenance activities performed.
- iii. **SLA Compliance Reports:** Monthly or quarterly reports demonstrating uptime and response times.
- iv. **Incident Logs:** Documentation of any security breaches or system failures and the actions taken to resolve them.