

# NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

## Distribution and Consumer Services Directorate



## International Competitive Bidding (ICB) Single-Stage Two-Envelope Procedure

### BIDDING DOCUMENT for Supply and Delivery of Higher Rating Distribution Transformers

<b>Issued on:</b>	10 June 2025
<b>Invitation for Bids No.:</b>	ICB/DCSD-081/82-16
<b>ICB No.:</b>	ICB/DCSD-081/82-16
<b>Contract Identification No.:</b>	ICB/DCSD-081/82-16

## Abbreviations

BDS.....	Bid Data Sheet
BD .....	Bidding Document
DCS.....	Delivery and Completion Schedule
DP .....	Development Partner
EQC .....	Evaluation and Qualification Criteria
GCC .....	General Conditions of Contract
GoN <sup>1</sup> .....	Government of Nepal
ICC.....	International Chamber of Commerce
IFB .....	Invitation for Bids
ITB .....	Instructions to Bidders
LGRS .....	List of Goods and Related Services
NCB .....	National Competitive Bidding
PAN .....	Permanent Account Number
PPMO .....	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SR .....	Schedule of Requirements
TS.....	Technical Specifications
VAT .....	Value Added Tax

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<sup>1</sup> “GoN” word indicates all public entities according to Public Procurement Act, 2063



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# **Invitation for Bids**

## **Nepal Electricity Authority Distribution and Consumer Services Directorate Durbarmarg, Kathmandu**

Date of Publication: **10 June 2025**  
Invitation for Bids No.: **ICB/DCSD-081/82-16**

1. **Nepal Electricity Authority, Distribution and Consumer Services Directorate** invites **electronic** bids from eligible bidders for the procurement of **Distribution Transformers** under **International Competitive Bidding – Single Stage Two Envelope**.
2. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 23 of the Bidding Document.
3. Eligible Bidders may obtain further information and inspect the bidding documents at the office of **Nepal Electricity Authority, Distribution and Consumer Services Directorate, Procurement Management Division, Durbarmarg, Kathmandu (Ph. No.01-4153152, Email: mmd@nea.org.np/mmddcsd@gmail.com)** or may visit PPMO egp system **www.bolpatra.gov.np/egp**.
4. Bidders who choose to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP system **www.bolpatra.gov.np/egp**. Bidders submitting their bid electronically should deposit the cost of bidding document in the following account as specified below.

**Cost of Bid Document: NPR 20,000.00 (Twenty Thousand only)**  
**Name of the Bank: Everest Bank Ltd., Baghbazar**  
**Name of the Office: Nepal Electricity Authority**  
**Office Account No.: 04400105200628**

5. Electronic bids must be submitted through PPMO's e-GP system **www.bolpatra.gov.np/egp** on or before **12:00 Hours on 28 July 2025**. Bids received after this deadline will be rejected.
6. The bids will be opened in the presence of Bidders' representatives who choose to attend at **13:00 Hours on 28 July 2025** at the office of **Nepal Electricity Authority, Distribution and Consumer Services Directorate, Durbarmarg, Kathmandu**. Bids must be valid for a period of **120 days** from the date of bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of **USD 100,000 (or equivalent amount in NPR, the exchange selling rate for which shall be that of published by Nepal Rastra Bank in the day of publication of the Invitation of Bids)**, which shall be valid for 30 days beyond the validity period of the bid (**i.e. 25 December 2025**).
7. If the last date of purchase and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such a case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.



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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids *indicated in the Bid Data Sheet (BDS)*, the Purchaser as *indicated in the BDS* issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification, and number of contracts (packages/lots) are *indicated in BDS*.
- 1.2 Throughout this Bidding Document:
- (a) the term “in writing” means communicated in written form with proof of receipt.
  - (b) if the context so requires, singular means plural and vice versa; and
  - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) *indicated in the BDS* for which this Bidding Document is issued.
- Or
- DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) *indicated in the BDS* toward the cost of the project *named in the BDS*. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”) and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:
- (a) the Purchaser adopts, for the purposes of this provision, the terms as defined 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 or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP’s contractual rights of audit or access to information; and

(vi) “integrity violation” is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;

(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the

situation.

- (d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so, required by the GoN/DP.

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

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

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

- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- (b) if it is established that the contract agreement signed by



the Bidder was based on false or misrepresentation of Bidder's qualification information,

(c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

(d) if the Successful Bidder fails to sign the Contract.

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

3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.

3.6 Furthermore, Bidders shall be aware of the provisions of GCC 34.1(c).

#### **4. Eligible Bidders**

4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any *specified in the BDS*.

4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). The maximum number of partners in JV shall be as **specified in BDS**. In the case of a JV:

(a) all parties to the JV shall be jointly and severally liable; and

(b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common.

(b) receive or have received any direct or indirect subsidy from any of them.



- (c) have the same legal representative for the purposes of this Bid.
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Purchaser regarding this bidding process.
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid: or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- (g) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.

4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the BDS.**

4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.7 Firms shall be excluded in any of the cases, if.

- (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- (b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required.

- (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.

4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.

4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents *indicated in the BDS* at the time of bid submission and a declaration to submit the document(s) *indicated in the BDS* at the time of contract agreement shall only be eligible.

4.10 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

## **5. Eligible Goods and Related Services**

5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country *specified in the BDS*.

5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.

5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.

## **6. Site Visit**

6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.

6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.

6.3 The costs of visiting the Site shall be at the Bidder’s own expense.

## **B. Contents of Bidding Document**

## **7. Sections of the Bidding Document**

7.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.

### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)



- Section II. Bid Data Sheet (**BDS**)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

**PART 2 Supply Requirements**

- Section V. Schedule of Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)

Section VIII. Contract Forms

- 7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids.
- 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document

**8. Clarification of Bidding Document/ Pre-bid meeting**

- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address *indicated in the BDS* or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit *specified in the BDS* prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of clarification, it shall do so following the procedure under ITB 9 and 24.2.
- 8.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date, and time as *specified in the BDS* to provide information relating to Bidding Documents, Technical specifications, and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.



**9. Amendment of Bidding Document**

- 9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

**C. Preparation of Bids**

**10. Cost of Bidding**

- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**11. Language of Bid**

- 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language *specified in the BDS*. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language *specified in the BDS*, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**12. Documents Comprising the Bid**

- 12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope.
- 12.2 The Technical Bid shall comprise the following:
- (i) Letter of Technical Bid.
  - (ii) Bid Security in accordance with ITB 21.
  - (iii) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14.
  - (iv) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.
  - (v) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid.
  - (vi) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document.
  - (vii) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and



- (viii) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, ***required in the BDS.***

12.3 The Price Bid submitted by the Bidder shall comprise the following:

- (a) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16.
- (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and
- (c) any other document required in the BDS.

12.4 The Bidder is solely responsible for the authenticity of the submitted documents.

12.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.

### **13. Bid Submission Letter and Price Schedules**

13.1 The Bidder shall submit the Technical Bid Submission Letter and the Price Bid Submission Letter using the form furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

13.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

### **14. Alternative Bids**

14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered.

### **15. Bid Prices and Discounts**

15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below.

15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract.

15.3 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance



with ITB 39.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

- 15.4 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. The absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 15.5 If the Bidder intends to offer any unconditional discount, it shall always be expressed in a fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The discount and methodology for its application shall be quoted in Letter of Price Bid.
- 15.6 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, on the date of the Invitation for Bids or **as specified in the BDS.**
- 15.7 Prices shall be quoted as specified in each Price Schedule included in **Section IV, Bidding Forms.** The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:
- (a) For Goods manufactured in Nepal:
    - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties, Value Added Tax, and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
    - (ii) Value Added Tax and all other taxes applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder.
    - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
    - (iv) the total price for the item.
  - (b) For Goods manufactured outside Nepal, to be imported:
    - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named



place of destination), named place of destination as **specified in the BDS.**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**

(iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FOB port of shipment (or FCA, as the case may be) or CPT (named place of destination), if so, **specified in the BDS;** and

(iv) the total price for the item.

(c) For Goods manufactured outside Nepal, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

(i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported.

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above.

(iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;** and

(vi) the total price for the item.

(d) For Related Services, other than inland transportation and other services required to convey the Goods to their



final destination, whenever such Related Services are specified in the Schedule of Requirements:

- (i) the local currency cost component of each item comprising the Related Services; and
- (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, Value Added Tax and other taxes applicable in the Purchaser's country, payable on the related services, if the contract is awarded to the Bidder.

15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in ***accordance with the BDS***, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.9 If so, indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and opened at the same time.

## **16. Currencies of Bid**

16.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the Nepalese currency.
- (b) All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.

## **17. Documents Establishing the Eligibility of the Bidder**

17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:

- (a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and



(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

(c) submit the copy of the documents as ***specified in Section III, Evaluation and Qualification Criteria.***

**18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.

18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.

**19. Documents Establishing the Qualifications of the Bidder**

19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). The documentary evidence of the Bidder's qualifications to fulfil the contract, if his bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified.

19.2 If so, ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the



Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.

19.3 If so, ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:

- a. Name and address of the Agent/Representative,
- b. The Agent/Representative providing type of services,
- c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,
- d. Other agreement with Agent/Representative, if any,
- e. Bidder shall certify in the Letter of Authorization as follows:

"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",

If the agent has not been appointed:

- a. Source of information about tender invitation,
- b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
- c. Transfer or handover evidence of foreign currency exchanged which required to be submitted with the tender,
- d. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self, then the certificate of currency exchange.

19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.



**20. Period of  
Validity of  
Bids**

20.1 Bid shall remain valid for a period ***specified in the BDS*** after the bid submission deadline date prescribed by the purchaser. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.

**21. Bid Security**

21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.

21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

16.1.1 original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or.

16.1.2 original copy of an unconditional bank guarantee from commercial foreign bank or.

16.1.3 original copy of cash deposit voucher in the Purchaser's Account as ***specified in BDS***.

In case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for a minimum of thirty (30) days beyond the end of the validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.

- 21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and substantially compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid, then bid shall be rejected.
- 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder's` furnishing of the required performance security and signing of the Contract Agreement pursuant to ITB 44.1 and 45.1.
- 21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 21.6 The Bid Security may be forfeited:
- (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2
    - (i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission.
    - (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.
  - (b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1.
  - (c) a Bidder involves in fraud and corruption pursuant to clause 3.1.
  - (d) the successful Bidder fails to:
    - (i) furnish performance security in accordance with ITB 44.1.
    - (ii) sign the Contract in accordance with ITB 45.1; or
    - (iii) accept the correction of arithmetical errors pursuant to clause 36.
- 21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).

## **22. Format and Signing of Bid**

22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 12 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.

In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or online forms files as specified in ITB Clause 23.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as ***specified in the BDS*** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission and Opening of Bids**

## **23. Sealing and Marking of Bids**

23.1 Unless otherwise **specified in BDS**, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail, by hand or by Courier shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as “**ORIGINAL TECHNICAL BID**”, “**ORIGINAL – PRICE BID**”, “**ALTERNATIVE**” and “**COPY No.... – TECHNICAL BID**” and “**COPY NO.... PRICE BID**”



as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.

- i. The bidder is required to register in the e-GP system <https://www.bolpatra.gov.np/egp> following the procedure specified in e-GP guideline.
- ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.
- iii. The registered bidders need to maintain their profile data required during preparation of bids.
- iv. In order to submit their bids, the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.
- v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.
- vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.
- vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

**The required forms and documents shall be part of technical bids.**

No.	Document	Requirement	Remarks
1.	Letter of Technical Bid	Mandatory	PDF
2.	Bid Security/Bank Guarantee	Mandatory	PDF



3.	Company registration Certificate	Mandatory	PDF
4.	VAT registration Certificate	Mandatory (for domestic bidders only)	PDF
5.	Business Registration Certificate	Mandatory	PDF
6.	Tax Clearance Certificate/Tax return submission evidence/evidence of time extension	Mandatory (for domestic bidders only)	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Bank Voucher for cost of bid document	Mandatory	PDF
9.	Joint venture agreement	Mandatory in case of JV Only	PDF
10.	Qualification Documents	Mandatory	PDF
11.	Technical Specification	Mandatory	PDF or Online Forms
12.	Delivery and Completion Schedule	Mandatory	PDF or Online Forms
13.	Additional documents] specified in ITB 12.2 (h)	Mandatory (If any)	PDF

**The required forms and documents shall be part of price bids.**

No	Document	Requirement	Remarks
1.	Letter of Price Bid	Mandatory	PDF
2.	Completed Price Schedule	Mandatory	Online Forms
3.	Additional Documents specified in ITB 12.3 (c)	Mandatory (If any)	PDF

*Note:*

*a) The documents specified as “Mandatory” should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.*

*b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.*

viii. After providing all the details and documents, two

separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

- ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. The system will validate the OTP and allow bidder to submit their bid.
- x. Electronically submitted bids can be modified and/or withdrawn through a system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, the bidder won't be able to submit another bid response for the same bid.
- xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids.
  - aa) The e-submitted bids must be readable through PDF reader.
  - bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.
  - cc) When a bidder submits an electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings, and conditions of contract.

**23.2 The inner and outer envelopes shall:**

- bear the name and address of the Bidder.
- be addressed to the Purchaser in accordance with ITB 24.1;
- and
- bear the specific identification of this bidding process indicated in BDS 1.1.

**23.3 The outer envelope and the inner envelope containing the Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.**



23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7

23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**24. Deadline for Submission of Bids**

24.1 Bids must be received by the Purchaser at the address and no later than the date and time *indicated in the BDS*. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.

**25. Late Bids**

25.1 The Purchaser shall not consider any Bid - Technical or Price - that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**26. Withdrawal, or Modification of Bids**

26.1 A bidder may withdraw or modify its bid after it has been submitted either in hard copy or by e-Submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows:

**GoN Funded:**

(i) Bids submitted in hard Copy.

a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:

(aa) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and

(bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in



accordance with ITB 24.

**DP Funded:**

Bidders may withdraw or modify their Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be.

(aa) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” and “MODIFICATION;” and

(bb) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.

ii) E-submitted bids.

a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not be able to submit another bid for the same bid.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1

(i) shall be returned unopened to the Bidders after the end of the bid opening process.

26.3 The following provisions apply for withdrawal or modification of the Bids:

**GoN Funded**

In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof.

**DP Funded**

No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.

26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any

modification or correction in bid document by procuring entity.

- 26.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.

## **27. Bid Opening**

- 27.1 The Purchaser's bid opening committee shall conduct the opening of Technical Bids in public in the presence of the bidder or its representative who chooses to attend at the address, date and time *specified in the BDS*. The Price Bids will remain unopened and will be held in the custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the entire Bid.
- 27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after the bid opening date and time after login simultaneously by two members of the Bid Opening Committee.
- 27.3 Electronically submitted Technical Bid shall be opened at first at the same time and date as *specified above*. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.
- 27.4 Before opening the bids, the opening committee shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted, and the corresponding Bid will be opened. Next, envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 27.1.



- 27.5 All other envelopes holding the Technical Bid shall be opened one at a time, and the following read out and recorded: the name of the Bidder; whether there is a modification; the presence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.6 The opening committee shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time and posted online when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.
- 27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for an award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 15 days' notice for the opening of Price Bids.
- 27.8 The purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.9 The purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder.
  - (b) whether there is a modification.
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details the purchaser may consider appropriate.

Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 27.11 The purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot/package if applicable), any discounts, modifications, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

## **E. Evaluation and Comparison of Bids**

### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 43.1.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

### **29. Clarification of Bids**

- 29.1 To assist in the examination, evaluation, comparison, and post-qualification of the Technical and Price Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by the Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 36. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid.

- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid may be rejected.
- 30.Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document.
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.
- 31.Examination of Technical Bid**
- 31.1 The purchaser shall examine the Technical Bid to confirm that all documents and technical information requested in ITB 12.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected.
- 31.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.
- 32.Determination of Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Technical Bid itself, as defined in ITB 12.2.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or
    - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.
- 32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser

and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

- 32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation.
- 32.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation if public entity receives instruction from Government of Nepal.
- 32.7 Except in case of e-submission, the Financial Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders.

**33. Non-material  
non-  
conformities**

- 33.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.
- 33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 33.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.
- 33.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences



pursuant to ITB 32.4, such bid shall be considered irresponsible in substance and shall not be considered for evaluation.

**34. Qualification of the Bidder**

- 34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

**35. Examination of Price Bids**

- 35.1 The purchaser shall examine the Price Bid to confirm that all documents and financial information requested in ITB 12.3 have been submitted. If any of these documents or information (except an alternative Price Bid which is optional) is missing, the bid shall be rejected.
- 35.2 In case of e-submission bids, the purchaser shall confirm that all the documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.

**36. Correction of Arithmetical Errors**

- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  - c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and
  - d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in



which case the amount in figures shall prevail subject to (a), (b) and (c) above.

36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and the bid security shall be forfeited.

**37 Conversion to Single Currency**

37.1 For evaluation and comparison of Price Bids, all bid prices expressed in the amounts in various currencies shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the on the date **specified in the BDS**.

**38. Goods manufactured in Nepal to be procured**

38.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be preferred in the evaluation of the Bids **as specified in BDS**.

38.2 for granting such preference pursuant to 38.1, the bidder must submit the country of origin issued by competent authority.

**39.Evaluation and Comparison of Price Bids**

39.1 The Purchaser shall evaluate and compare all substantially responsive Bids to determine the lowest evaluated bid.

39.2 To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

39.3 To evaluate a Price Bid, the Purchaser shall consider the following:

- (a) the bid price as quoted in accordance with ITB 15 **as specified in BDS**.
- (b) adjustment for correction of arithmetic errors in accordance with ITB 36.1.
- (c) adjustment due to discounts offered in accordance with ITB 15.7.
- (d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3.
- (e) adjustment due to application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III; and
- (f) adjustment due to the application of a margin of preference in accordance with ITB clause 38.

39.4 The Purchaser's evaluation of a bid will exclude and not take into account:



- (a) in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder.
- (b) in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

39.5 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).

39.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation if public entity receives instruction from Government of Nepal.

**40. Purchaser's  
Right to Accept  
Any Bid, and to  
Reject Any or  
All Bids**

40.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to the Contract award, without thereby incurring any liability to the Bidders.

## **F. Award of Contract**

**41. Award Criteria**

41.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**42. Purchaser's  
Right to Vary  
Quantities at  
Time of Award**

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages *indicated in the BDS*, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

**43. Notification of  
Intention to  
Award**

43.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 41.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the



information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.

43.2 If no bidder submits an application pursuant to ITB 46.1 within a period of seven days of providing the notice under ITB 43.1, the Purchaser shall accept the bid selected in accordance with ITB 41.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.

43.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation if public entity receives instruction from Government of Nepal.

#### **44. Performance Security**

**44.1** Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, **as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VII (Contract Forms or another form acceptable to the Purchaser.**

i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:

**Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.**

The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.

**44.2** Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall **constitute** sufficient grounds for the annulment of the award and forfeiture of the Bid Security and blacklisting. In that event the Purchaser shall award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



#### **45. Signing of Contract**

- 45.1** The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 44.
- 45.2** At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the *District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office*. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price.
- 45.3** The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days of the date of issuance of notification pursuant to ITB 43.1, requests in writing the grounds on which its bid was not selected.
- 45.4** If the bidder whose bid has been accepted fails to sign the contract as stated ITB 45.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.

#### **46. Complaint and Review**

- 46.1** If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 43.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.
- 46.2** An application filed after the deadline pursuant to ITB 46.1 shall not be processed.
- 46.3** The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 46.1:
- (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
  - (b) whether or not to reject an application.
- No application can be submitted before the Review Committee for review against the decision made by the Chief of the Public Entity for the Bid amount up to the value *as stated in BDS*.
- 46.4** If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 46.3, or the decision by the



Public Entity is not given within five (5) days of receipt of application pursuant to ITB 46.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 46.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.

- 46.5 Late application filed after the deadline pursuant to ITB 46.4 shall not be processed.
- 46.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 46.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 46.3.
- 46.7 Within three (3) days of receipt of the notification pursuant to ITB 46.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.
- 46.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 46.4.
- 46.9 The Bidder, filing application pursuant to ITB 46.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law *as stated in BDS* with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 46.4. Application filed without furnishing the security deposit shall not be processed.
- 46.10 If the claim made by the Bidder pursuant to ITB 46.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 46.9, within seven (7) days of such decision being made.
- 46.11 If the claim made by the Bidder pursuant to ITB 46.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 46.9 shall be forfeited.

## Section II. Bid Data Sheet

### A. Introduction

- ITB 1.1** The number of the Invitation for Bids (IFB) is: ***ICB/DCSD-081/82-16: Supply and Delivery of Higher Rating Distribution Transformers***
- ITB 1.1** Name of the Purchaser: ***Nepal Electricity Authority (NEA), Distribution and Consumer Services Directorate, Procurement Management Division***
- ITB 1.1** Name and Identification number of the Contracts (Packages/Lots): ***ICB/DCSD-081/82-16***
- ITB 2.1** Source of Fund: ***GoN/NEA***  
Name of contract/s: ***ICB/DCSD-081/82-16: Supply and Delivery of Higher Rating Distribution Transformers***
- ITB 4.1** Bidders from the following countries are not eligible: ***Not Applicable***
- ITB 4.2** Maximum number of partners in a joint venture shall be: ***3 (three)***
- ITB 4.4** A list of debarred firms is available at [www.ppmo.gov.np](http://www.ppmo.gov.np) and [www.cibnepal.org.np](http://www.cibnepal.org.np).
- ITB 4.9** The foreign Bidder at the time of bid submission shall submit:
- ***Company/ Firm Registration Certificate (including clear merger history, if any) and Business Registration Certificate, in the respective country of the bidder***
  - ***Tax Registration Certificate in their respective country***
  - ***Statement and disclosure of local agent/representative as specified in ITB 19.4:***
    - i. ***A foreign bidder wishing to have or already have a local agent should state the following:***
      - 1. ***Name and address of the agent / representative.***
      - 2. ***Amount of commission the agent / representative is entitled to get, currency of payment and mode of payment.***
      - 3. ***Other agreement with agent / representative, if any.***
    - ii. ***If the bid has been submitted stating that no local agent has been appointed and later on if is found that local agent had been appointed or if it is proved that the amount of commission stated is less than the actual amount then the bidder will be fined an amount equivalent to the amount to be received by the agent and action will be taken as per the Public Procurement Act (GoN).***
- The foreign Bidder at the time of bid submission shall declare submitting at the time of contract agreement: None.***
- ***Resident foreign bidder shall submit PAN/VAT registration certificate and tax clearance certificate or proof of submission of income return for fiscal year 2080/81 at the time of bid submission***

- ITB 5.1** Goods and related services to be supplied from the following countries are not eligible: *Not Applicable*

## **B. Bidding Document**

**ITB 8.1** **For clarification purposes only, the Purchaser's address is:**

Attention: The Chief, Procurement Management Division  
Name of the Purchaser: Distribution and Consumer Services Directorate  
Address: Durbar Marg, Kathmandu, Nepal  
Telephone: + 977 (01) 4153152  
E-Mail Address: mmd@nea.org.np/ mmdcdsd@gmail.com

- ITB 8.1** The purchaser will respond in writing to any request for clarification provided that such a request is received no later than 10 days prior to the deadline for submission of bid.

- ITB 8.2** Pre-Bid meeting *shall not* be organized.

## **C. Preparation of Bids**

- ITB 11.1** The language of the Bid is: English

- ITB 12.2 (h)** **The Bidder shall submit the following additional documents with its Bid. The bid without these additional documents shall be considered incomplete and shall be rejected:**

- (a) If the bidder is not a Manufacturer, then the bidder shall submit Manufacturer's Authorization Letter in the format provided.
- (b) The proposed manufacturer of all items shall possess valid **ISO 9001:2015 Quality Management System Certificate** with design and manufacture in scope for the plant where the manufacture is done. The Bidder shall furnish a copy of the ISO certificate along with the offer.
- (c) The bidder shall furnish copies of Type Test reports of the following:
  - (i) Complete Type Test reports for each rating (voltage level and kVA) of the transformer conducted from a Short-Circuit Testing Liaison (STL) - accredited Laboratory shall be furnished along with the bid. The Type Test Reports shall not be older than five years from the date of bid submission.
  - (ii) In case, the type tests of the transformers submitted have any deviations as mentioned in Technical Specifications, the Bid may be accepted for technical evaluation if the Bidder provides a declaration that "After the mass production of first lot, the complete type tests (as per the relevant standards to include all the tests as mentioned in Technical Specifications) will be conducted on each rating at the bidder's cost in a Short-Circuit Testing Liaison (STL) – accredited laboratory in the presence of Purchaser's representatives.
  - (iii) The manufacturer of MCCB shall be from reputed make like ABB/ Siemens/ Schneider/ GE/ L&T/ Hyundai/ Mitsubishi/ Legrand or equivalent. In case of equivalent make, the Bid may



be accepted for technical evaluation if the Bidder provides a declaration that “The type test as per the applicable standards for each rating of MCCB shall be carried out at the cost of supplier/manufacturer at ISO 17025 certified independent test laboratory accredited ILAC/IAF in the presence of the Purchaser’s representatives”.

- ITB 12.3 (c)** The Bidder shall submit with its Price Bid the following additional documents: ***None***
- ITB 14.1** Alternative Bids ***shall not be*** permitted.
- ITB 15.7** The Incoterms edition is: ***2020***.
- ITB 15.7 (a) iii, (b) ii & (c) v** Final Destination (Project Site): ***Central Store of Nepal Electricity Authority at Hetauda.***
- ITB 15.7 (b) i** For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the following Incoterm: ***CIP (Hetauda, Nepal)***
- ITB 15.7 (b) iii** In addition to the CIP price specified in ITB 15.7 (b)(i), the price of the Goods manufactured outside Nepal may be quoted: ***Not Applicable***
- ITB 15.8** The prices quoted by the Bidder shall not be Adjustable.
- ITB 18.3** Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***Not Applicable***
- ITB 19.2** ***A Manufacturer’s Authorization letter is required for all the items listed in Section V Schedule of Requirements.***
- ITB 19.3** The Bidder ***is not*** required to include with its bid, evidence that it will be represented by an Agent in Nepal.
- ITB 20.1** The bid validity period shall be ***120*** days.
- ITB 21.1** The bid must be accompanied by bid security with the following requirements:  
The amount and the currency of the Bid Security shall be: ***USD 100,000 (or equivalent amount in NPR, the exchange selling rate for which shall be that of published by Nepal Rastra Bank in the day of publication of the Invitation of the Bids).***  
The bid security shall be ***valid for a minimum of 30 days*** beyond the bid validity period (***i.e., 25 December 2025***).
- ITB 21.2** If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account No.: ***NEA Current Account 04400105200628 at Everest Bank Ltd., Baghbazar, Kathmandu*** and submit the receipt of the deposited amount of cash along with the bid.
- ITB 22.2** The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: ***Power of Attorney to sign the bid***

## **D. Submission and Opening of Bids**

- ITB 23.1** Bidders shall have the option of submitting their bids ***by electronic only***.
- ITB 24.1** For bid submission purposes only, the Purchaser’s address is:



***The Chief, Procurement Management Division, Distribution and Consumer Services Directorate, Nepal Electricity Authority, Durbar Marg, Kathmandu, Nepal.***

**ITB 24.1** The deadline for bid submission is:

***Date: 28 July 2025***

***Time: 12:00 Hours***

**ITB 24.1** If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.

**ITB 27.1** The bid opening shall take place at:

***Date: 28 July 2025***

***Time: 13:30 Hours***

***Place: Distribution and Consumer Services Directorate, Nepal Electricity Authority Durbarmarg, Kathmandu, Nepal***

## **E. Evaluation and Comparison of Bids**

**ITB 37.1** The date for the selling exchange rate shall be ***28 July 2025, which is the original date of bid opening specified in ITB 27.1.***

**ITB 38.1** Domestic preference shall apply, and the application methodology shall be as stipulated in Section III (Evaluation and Qualification Criteria).

**ITB 39.3 (a)** Bids will be evaluated lot by lot/package (maybe multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.

**ITB 39.3 (e)** The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Schedule III, Evaluation and Qualification Criteria]***

- (a) Deviation in Delivery schedule: ***No***
  - (b) Deviation in payment schedule: ***No***
  - (c) the cost of major replacement components, mandatory spare parts, and service: ***No***.
  - (d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid: ***No***
  - (e) the projected operating and maintenance costs during the life of the equipment: ***No***
- the performance and productivity of the equipment offered: ***No***

## **F. Award of Contract**

**ITB 42.1** The maximum percentage by which quantities may be increased is: 15%



- The maximum percentage by which quantities may be decreased is 15%
- ITB 46.3** No application can be submitted before the Review Committee for review of the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000)
- ITB 46.9** The bidder, filling application pursuant to ITB 46.4, shall have to furnish a cash amount of Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 43.1

## **Section III. Evaluation and Qualification Criteria**

The purpose of the Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Bids to determine the lowest evaluated substantially responsive bid and post-qualify the lowest-evaluated Bidder.

### **Table of Criteria**

#### **1. Evaluation Criteria**

- 1.1** Technical Criteria
- 1.2** Domestic Preference
- 1.3** Economic Criteria
- 1.4** Multiple Contracts

#### **2. Qualification Criteria**



# Evaluation Criteria

## 1.1 Technical Criteria

These criteria should specify the minimum technical level that the Goods and Related Services have to comply with Section V. Schedule of Requirements. Whenever possible, these criteria should be evaluated on a pass–fail system, with a minimum acceptable level for each criteria enumerated.

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods are assigned to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the nonconforming items or components deducted.

The cost of all quantifiable deviations or deficiencies from the technical requirements specified in Section V. Schedule of Requirements shall be evaluated. The Procuring Entity will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

## 1.2 Domestic Preference

1.2.1 If the BDS so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in Nepal. The nationality of the manufacturer or supplier is not a condition for such eligibility. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

1.2.2 For comparison, responsive bids shall be classified in one of the following three groups:

- (a) **Group A:** bids exclusively offering goods manufactured in for which (i) labor, raw material, and component from within Nepal account for 30 percent or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/ assembling such goods at least since the time of bid submission.
- (b) **Group B:** all other bids offering goods manufactured in Nepal.
- (c) **Group C:** bids offering goods manufactured outside Nepal that have been already imported or that will be directly imported.

1.2.3 The following adjustment method is used:

- (a) The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or component purchased in the domestic market or imported but shall exclude the value added tax and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.
- (b) In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the lowest, it shall be selected for the award.
- (c) If as a result of the comparison under paragraph three above, the lowest evaluated bid is a bid from group C, the lowest evaluated bid from group C shall be further compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group C, for the



purpose of this further comparison only, an amount equal to fifteen (15%) percent of the CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.

### **1.3 Economic Criteria**

#### **1.3.1 Adjustment for Scope**

##### **1.3.1.1 Local Handling and Inland Transportation**

If the Purchaser wishes to consider during bid evaluation the costs for inland transportation, insurance, and other services within Nepal incidental to delivery of the goods to their final destination, then the Purchaser must define these service items in Section V. Schedule of Requirements, List of Goods and Related Services; and

Bidders must be required to quote for these service items as part of their bid price in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms.

In such case, the following provision should be used:

*Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section V. Schedule of Requirements, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms. These costs will be considered during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Procuring Entity based on published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or DDP or CIP price.*

##### **1.3.1.2. Minor Omissions or Missing Items**

The cost of minor omissions or missing items in the scope of supply, services, etc. should be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming Bids. The price adjustment should be based on the fair price of the omitted item. The most frequently used methods assign a price to the missing item:

- (d) equal to the highest price quoted for the same item by the other Bidders; or
- (e) equal to the average price quoted for the same item by the other Bidders; or
- (f) estimated by the Procuring Entity.

Of these three methods the Procuring Entity should preferably use (i) or (ii), as Bidders frequently challenge (iii) because of its lack of transparency.

*Pursuant to Sub-Clause 33.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.*

#### **1.3.2 Adjustment for Deviations from the Terms of Payment**

The Procuring Entity must state here whether deviations from the terms of payment as specified in Special Conditions of Contract, Sub-Clause 15.1, are permitted or not. If permitted, the Procuring Entity shall evaluate deviations from the terms of payment in the following manner. The Procuring Entity shall first evaluate the Bids based on the terms of payment specified in the Special Conditions of Contract, Clause 15.1. The Procuring Entity shall then add an adjustment to the Bid Price to consider the differences in cash flows. The

adjustment shall be calculated as the discounted cash flow of the incremental payments of the alternative compared with those of the terms of payment specified by the Procuring Entity.

***Deviations from the Terms of Payment as specified in SCC 15.1 are not permitted.***

### **1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule**

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section V. Schedule of Requirements. The Procuring Entity must state here whether deviations from the specified Delivery and Completion Schedule are permitted or not. If permitted, the Procuring Entity shall evaluate deliveries by adding the corresponding price adjustment in accordance with the procedure outlined below.

***Deviations from the Delivery and Completion Schedule specified in Section V (Schedule of Requirements) are not permitted.***

**1.3.4 Operating and Maintenance Costs:** *Not Applicable*

**1.3.5 Spare Parts and after Sales Service Facilities:** *Not Applicable*

**1.3.6 Performance and Productivity of the Goods:** *Not Applicable*

1.3.6.1 Capitalization of loss shall be carried out as specified below for evaluation purposes.

1.3.6.2 The Bidder shall furnish guaranteed no load and full load loss value at rated full load capacity of the transformers along with the bid for all rating of Distribution Transformers summarized in a separate sheet. The transformer's no-load and load loss as per the respective type test report and guaranteed values, shall not exceed the following prescribed values. If the guaranteed no load and load losses exceed the values prescribed below, the Bid shall be rejected. Also, if the guaranteed no load and load losses value are lower than the obtained values on the type tests, the Bid shall be rejected.

SN.	Rating	No Load Loss (watts)	Load Loss (watts)
1	100 kVA, 3-ph	220	1210
2	200 kVA, 3-ph	365	2100

1.3.6.3 The bidder shall submit the design calculation in support of flux density and no-load current at 100% and 112.5% voltage along with drawings of core-steps, limb-diameter, window-height, limb-center, etc. Calculation of No-load loss, full load loss along with flux density, current density, core material loss/B-H Curve and heat dissipation calculation sheets shall be submitted by the bidder along with the Bid. If the bidder fails to justify the guaranteed losses with this supporting calculation, the bid shall be rejected.

1.3.6.4 When evaluating the individual bid received from various Bidders, the loss of Distribution transformers shall be capitalized and evaluated Bid Price shall be calculated as below:

$$P_E = P_b + K_L L_L + K_{NL} L_{NL}$$

where,

$P_E$  Evaluated price

$P_b$  Bid price

$K_{NL}$  Value of no-load loss

$K_L$  Value of load loss

$L_L$  Guaranteed load losses at rated current

$L_{NL}$  Guaranteed no-load losses.

The Transformer No Load and Load Loss capitalization rate shall be:



K <sub>NL</sub>	Value of no-load loss	USD 5,670/kW
K <sub>L</sub>	Value of load loss	USD 2,210/kW

#### **1.3.7 Specific additional Criteria**

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS sub clause 39.3(e)

#### **1.4 Multiple Contracts**

*Not Applicable*

# Qualification Criteria

## 2.1 Eligibility

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

### 2.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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### 2.1.2 Government/DP Eligibility

Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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### 2.1.3 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2
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### 2.1.4 UN Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet
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### 2.1.5 Nationality

Nationality in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI – 2 with attachments
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### 2.1.6 Other Eligibility

Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate (only for domestic bidders)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/ evidence of time extension for the F/Y 2080/81. (Only for domestic bidders)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment



## 2.2 Pending Litigation

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (Fifty) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form LIT - 1

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited balance sheets and income statements for the last three years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

### 2.3.2 Average Annual Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of <b>USD 2.5 million</b> calculated as total payments received by the Bidder for supply contracts completed or under execution over the last three years.	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40% of the requirement	Form FIN – 2

*Note: Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.*

### 2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets: unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of <b>USD 2.1 million</b> .	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40 % of the requirement	Form FIN - 3

*Note: Liquid Assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR*

## 2.4 Experience

### 2.4.1 General Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor for at least the last <b>three</b> years prior to the applications submission deadline.	Must meet requirement	Not Applicable	Must meet requirement	Not applicable	Form EXP – 1

### 2.4.2 Specific Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor in at least <b>One</b> Contract within the last three (3) years, with a value of at least <b>USD 2.5 million</b> (Total of all contracts) with nature, and complexity similar to the scope of supply described in Section V (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 2

*Note: Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.*

*The similarity shall mean distribution transformer of same or higher voltage ratio and kVA rating.*

*The bidder shall submit (i) Contract Agreement/Purchase Order and (ii) Completion Certificate issued by the Purchaser indicating the list of goods/equipment supplied, completion date and contract amount.*



### 2.4.3 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the goods offered have: (i) been in production for at least <b>three</b> years.  (ii) been sold a <b>minimum of 720 units of similar type and specification</b> over the last three years: and  (iii) been in operation for <b>a minimum of one year</b> .	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 3

*Note: The similarity shall mean distribution transformer of same or higher voltage ratio and kVA rating.*

*The Bidder shall furnish a list of users who have purchased the same/similar goods/equipment during the period stated number of goods/equipment sold to them and the contract amount. To validate the same, the bidder shall submit (i) Contract Agreement/Purchase Order and (ii) Performance Certificate issued by the Purchaser indicating completion date, supplied quantity and have been in satisfactory operation for minimum of one year.*

### 2.4.4 Production Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder or manufacturer shall demonstrate that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section V (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 4

The bidder/manufacturer shall provide evidence of production capacity to substantiate the claim.

## **Section IV. Bidding Forms**

### **Table of Forms**

Bid Submission Form  
Bidder's Information Form  
Joint Venture Information Form  
Pending Litigation Form  
Financial Situation Form  
Average Annual Turnover Form  
Financial Resources Form  
General Experience Form  
Specific Experience Form  
Technical Experience Form  
Production Capacity Form  
Bidder's Proposed Specification Form  
Price Schedule For Goods  
Bid Security  
Manufacturer's Authorization Letter



## **Letter of Technical Bid**

***(The Bidder shall accomplish the Letter of Technical Bid in its Letter Head Clearly showing the Bidders Complete name and address.)***

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

Contract No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Section V (Schedule of Requirements), the following Goods and Related Services: ***[insert a brief description of the goods and related services]***
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of .... ***[insert validity period as specified in ITB 20.1 of the BDS]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.8 and meet the requirements of ITB 3.4 & 3.5
- (e) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14.
- (f) Our firm, its affiliates, or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (a) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;<sup>2</sup>
- (h) We declare that we, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.
- (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

<sup>2</sup> Slect one of the options



(If none has been paid or is to be paid, indicate “none.”)

- (j) We declare that we are solely responsible for the authenticity of the documents submitted by us. The documents and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal action by the purchaser.
- (k) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## **Letter of Price Bid**

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

Date: .....  
Name of the contract: .....  
Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (Schedule of Requirements), the following Goods and Related Services: *[insert a brief description of the goods and related services]*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is:  
*[Incase of only one lot/package, insert the total Bid Price in words and figures].*  
*[Incase of multiple lots/packages, insert the total price of each lot/package]*
- (d) The discounts offered and the methodology for their application are:  
The discounts offered are: *[specify in detail each discount offered]*  
The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts].*
- (e) Our bid shall be valid for a period of *[insert validity period as specified in ITB 20.1]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain performance security in accordance with the Bidding Document.
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
- (j) We confirm and stand by our commitments and other declarations made in connection



with the submission of our Letter of Technical Bid.

Name: .....

In the capacity of.....

Signed .....

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

Date.....



## **ELI-1: Bidder's Information Form**

*[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

1.	Bidder's Legal Name:	<i>[insert full name]</i>
2.	In case of JV, legal name of the representative member and of each member:	<i>[insert full name of each member in the JV and specify the representative member]</i>
3	Bidder's Country of Registration:	<i>[insert country of registration]</i>
4.	Bidder's Year of Registration:	<i>[insert year of incorporation]</i>
5.	Bidder's Legal Address in Country of Registration	<i>[insert street/number/town or city/country]</i>
6.	Bidder's trading address:	<i>[insert street/number/town or city/country]</i>
7.	Bidder's Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
8.	Bidder's Email Address:	<i>[insert email address]</i>
9.	Bidder's Authorized Representative Information:	
	Name:	<i>[insert full name]</i>
	Address:	<i>[insert street/number/town or city/country]</i>
	Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
	Email Address:	<i>[insert email address]</i>
<p><b>Attached are copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8</li> <li>2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li>3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.2</li> <li>4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ol>		



## **ELI-2: Joint Venture Information Form**

Each member of the Joint Venture must fill out this form separately to provide information relating to each JV member.

1.	<b>Bidder's legal name:</b>	<i>[insert full name]</i>
2.	Joint Venture Partner's legal name:	<i>[insert full name of Joint Venture Partner]</i>
3.	Joint Venture Partner's Country of Registration:	<i>[insert country of registration]</i>
4.	Joint Venture Partner's Legal Address in Country of Registration:	<i>[insert street/number/town or city/country]</i>
5.	Joint Venture Partner's Trading address	<i>[insert street/number/town or city/country]</i>
6.	Joint Venture Partner's Year of Registration:	<i>[insert year of registration]</i>
7.	Joint Venture Partner's Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
8.	Joint Venture Partner's Email Address:	<i>[insert email address]</i>
9.	Joint Venture Partner's Authorized Representative Information:	
	Name:	<i>[insert full name]</i>
	Address:	<i>[insert street/number/town or city/country]</i>
	Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
	Email Address:	<i>[insert email address]</i>
<p>1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8</p> <p>2. Authorization to represent the firm named above, in accordance with ITB 22.2</p> <p>3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</p>		

## Form LIT 1: Pending Litigation Form

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

**Choose one of the following:**

- No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.
- Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	<ul style="list-style-type: none"> <li>• Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i></li> <li>• Name of Purchaser: <i>[insert full name]</i></li> <li>• Address of Purchaser: <i>[insert street/city/country]</i></li> <li>• Matter in dispute: <i>[indicate main issues in dispute]</i></li> <li>• Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i></li> <li>• Status of dispute: <i>[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]</i></li> </ul>	<i>[insert amount]</i>	<i>[insert amount]</i>



## Form FIN-1: Financial Situation Form

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

**Joint Venture Partner:** *[Insert Name of Joint Venture Partner]*

Financial Data for Previous ..... Years (in NRs)		
Year 1:	Year 2:	Year ....:

### Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA-CL			

### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for number of years, as indicated above, complying with the following conditions:
- All such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## **Form FIN-2: Average Annual Turnover Form**

Each Bidder must fill out this form.

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

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

*Joint Venture Partner: [Insert Name of Joint Venture Partner]*

<b>Annual Turnover Data for the Last..... Years</b>	
<b>Year</b>	<b>Amount (in NRs)</b>
<b>Average Annual Turnover</b>	

## **Form FIN-3: Financial Resources Form**

Specify proposed sources of financing, such as liquid assets<sup>3</sup>, unencumbered real assets, and other financial means (other than any contractual advance payments) available to meet the total cash flow requirements of the subject contract.

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (in NRS)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		

---

<sup>3</sup> Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

## Form EXP-1: General Experience

*[The following table shall be filled in for the Bidder and for each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]*

*[Identify contracts that demonstrate continuous supply over the past [number] years. List contracts chronologically, according to their commencement (starting) dates.]*

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"> <li>Contract name: <i>[insert full name]</i></li> <li>Brief description of the supply performed by the Bidder: <i>[describe supply performed briefly]</i></li> <li>Amount of contract: <i>[insert amount]</i></li> <li>Name of Purchaser: <i>[indicate full name]</i></li> <li>Address: <i>[indicate street/number/town or city/country]</i></li> </ul>	<i>[insert "Prime Supplier" (Single entity or JV member) or "Subcontractor"]</i>

## Form EXP-2: Specific Experience Form

*[The following table shall be filled in for contracts performed by the Bidder and by each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]*

Contract of Similar Nature		
Item	Information	
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>	
Award date	<i>[insert day, month, year, e.g., 10 January 2022]</i>	
Completion date	<i>[insert day, month, year, e.g., 12 July 2022]</i>	
Role in Contract <i>[check the appropriate box]</i>	Prime supplier Single entity <input type="checkbox"/>	Sub contractor <input type="checkbox"/> JV Member <input type="checkbox"/>
Total Contract amount	<i>[insert total contract amount]</i>	<i>[Insert Currency]</i>
Description of the contract performed by the Bidder	<i>[Insert brief description of contract to justify similarity]</i>	
If partner in a JV or subcontractor, specify participation of total Contract amount	<i>[Insert percent of total]</i>	<i>[Insert Amount]</i>
Purchaser's Name:	<i>[Insert full name]</i>	
Purchaser's Address:	<i>[indicate street / number / town or city / country]</i>	
Purchaser's Telephone/fax number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>	
Purchaser's E-mail:	<i>[insert E-mail address, if available]</i>	

The Bidder shall complete this form for each contract completed.



## Form EXP - 3: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by a Signed Contract Agreement or any other relevant evidence.

Technical Experience				
Name of Product				
Manufacturer:		Address and Nationality:		
(i) Product has been in production for at least. . . . . years.	Description of Goods	Year of Production		Number of units produced
	<i>[insert description of Goods]</i>	<i>[insert years]</i>		<i>[insert number]</i>
(ii) Product (or equipment) has been sold a minimum of. . . . . units of similar type and specification over the last three (3) years.	Description of Goods	Year of Production		Number of units that has been sold
	<i>[insert description of Goods]</i>	<i>[insert years]</i>		<i>[insert number]</i>
(iii) Product has been in operation for a minimum of. . . . . years.	Description of Goods	Number of units that has been sold and years		Details of purchasers <i>[insert name, adress (street / number / town or city / country), telephone/fax numbers with country and city code, email addresses if available]</i>
	<i>[insert description of Goods]</i>	<i>[insert number]</i>	<i>[insert year]</i>	

## **Form EXP - 4: Production Capacity**

Fill out one (1) form per product and manufacturer.

<b>Production Capacity</b>	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
<b>Production facility 1 (include location):</b>	<i>[Insert description of goods and production capacity]</i>
<b>Production facility 2 (include location):</b>	<i>[Insert description of goods and production capacity]</i>
<b>Production facility 3 (include location):</b>	<i>[Insert description of goods and production capacity]</i>



## Form Spec-1: Bidder's proposed Specification Form

The bidder shall fill in this form to provide the information on technical specifications and standards of offered goods. Bidder's Proposed Technical Specifications and Standards in column 4 shall comply with the Purchaser Requirement (Specifications and standards) specified by the Purchaser in the Schedule of Requirements.

Item No.	Name of Goods or Related Service	Country of Origin and Brand	Bidder's Proposed TS and Standards	Reference page/no. / Catalogue page/no.	Status of compliance <sup>4</sup>
1	2	3	4	5	6
[insert item No.]	[insert name]	[insert country of Origin and Brand name]	[insert TS and Standards]	[insert reference page or no. / catalogue page or no. if any]]	[insert status]

<sup>4</sup> The bidder shall state as Fully compliance or Partially compliance or Compliance

## Form Del-1: Bidder's proposed Delivery Date

The bidder shall fill in this form to provide the information on the delivery date of the offered goods. The Bidder's offered delivery date in column 4 shall comply with the Purchaser Requirement (Delivery and Completion Schedule) specified by the Purchaser in the Schedule of Requirements.

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Bidder's offered Delivery date [to be provided by the bidder]
1	2	3	4	5	6
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of delivery]	[insert the number of days following the date of effectiveness the Contract]

Note: The date of effectiveness of contract shall be as of signing the contract

## **Price Schedule Forms**

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*



# Price Schedule: Goods Manufactured in Nepal

[ITB 15.7 (a), Goods manufactured in Nepal]

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

ICB No: \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item No	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5) 15.7(a)(i)	Price per line item for inland transportation and other services required to convey the Goods to their final destination ITB 15.7(a)(iii)	Cost of local labor, raw materials, and components from with origin in Nepal % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7(a)(ii))	Total Price per line item (Col. 6+7) 15.7(a)(iv)
		[insert quoted Delivery Date]		[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material, and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
1	<b>Distribution Transformers as per the Technical Specifications</b>								
1.1	11/0.4 kV, 3-Phase, 100 kVA	As per SoR	500 Nos						
1.2	11/0.4 kV, 3-Phase, 200 kVA	As per SoR	400 Nos						
2	<b>Low Voltage Distribution Box with complete mounting arrangement for Distribution Transformer as per Technical Specification</b>								
2.1	11/0.4 kV, 3-Phase, 100 kVA	As per SoR	500 Set						
2.2	11/0.4 kV, 3-Phase, 200 kVA	As per SoR	400 Set						
3	<b>MCCB (LI Type with TMTU) to be mounted on Distribution Box as per Technical Specification</b>								
3.1	75A TP	As per SoR	1,000 Nos						
3.2	125A TP	As per SoR	400 Nos						
3.3	160A TP	As per SoR	500 Nos						
3.4	200A TP	As per SoR	400 Nos						
3.5	320A TP	As per SoR	400 Nos						
The complete set of Distribution Transformers and corresponding Low Voltage Distribution Box with MCCBs mounted shall be delivered together during the delivery of goods.								<b>Total Bid Price</b>	

Name of Bidder [insert complete name of Bidder]      Signature of Bidder [signature of person signing the Bid]

Date [Insert Date]

Note: Column 5 & 6: Currencies in accordance with ITB 16 and Column 7 & 9: In Nepali Currency



# Price Schedule: Goods Manufactured Outside Nepal, to be Imported

[ITB 15.7(b), goods to be imported]

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

ICB No: \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>Hetauda</i> in accordance with ITB 15.7(b)(i)	CIP Price per line item (Col. 5x6) 15.7(b)(i)	Price per line item for inland transportation and other services required in Nepal to convey the Goods to their final destination specified in BDS 15.7(b)(ii)	Total Price per Line item (Col. 7+8) 15.7(b)(iv)
		<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>		<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
1	<b>Distribution Transformers as per the Technical Specifications</b>							
1.1	11/0.4 kV, 3-Phase, 100 kVA		As per SoR	500 Nos			Not Applicable	
1.2	11/0.4 kV, 3-Phase, 200 kVA		As per SoR	400 Nos			Not Applicable	
2	<b>Low Voltage Distribution Box with complete mounting arrangement for Distribution Transformer as per Technical Specification</b>						Not Applicable	
2.1	11/0.4 kV, 3-Phase, 100 kVA		As per SoR	500 Set			Not Applicable	
2.2	11/0.4 kV, 3-Phase, 200 kVA		As per SoR	400 Set			Not Applicable	
3	<b>MCCB (LI Type with TMTU) to be mounted on Distribution Box as per Technical Specification</b>							
3.1	75A TP		As per SoR	1,000 Nos			Not Applicable	
3.2	125A TP		As per SoR	400 Nos			Not Applicable	
3.3	160A TP		As per SoR	500 Nos			Not Applicable	
3.4	200A TP		As per SoR	400 Nos			Not Applicable	
3.5	320A TP		As per SoR	400 Nos			Not Applicable	
The complete set of Distribution Transformers and corresponding Low Voltage Distribution Box with MCCBs mounted shall be delivered together during the delivery of goods.							<b>Total Bid Price</b>	

Name of Bidder *[insert complete name of Bidder]*      Signature of Bidder *[signature of person signing the Bid]*

Date *[Insert Date]*

Note: Column 6 and 7: Currencies in accordance with ITB 16 and Column 8: In Nepali Currency



# Price Schedule: Goods Manufactured Outside Nepal, already imported

[ITB 15.7 (c)), Goods already imported]									Date: _____ ICB No: _____		
1	2	3	4	5	6	7	8	9	10	11	12
Item No.	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.7(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.7(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.7(c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.7 (c)(iii) (Col. 5x8)	Price per line item for inland transportation and other services required in Nepal to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.7 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.7 (c)(iv)	Total Price per line item (Col. 9+10) ITB 15.7 (c)(vi)
		[insert country of origin of the Good]	[insert quoted Delivery Date]		[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line-item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in Nepal]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
1	<b>Distribution Transformers as per the Technical Specifications</b>										
1.1	11/0.4 kV, 3-Phase, 100 kVA		As per SoR	500 Nos					Not Applicable		
1.2	11/0.4 kV, 3-Phase, 200 kVA		As per SoR	400 Nos					Not Applicable		
2	<b>Low Voltage Distribution Box with complete mounting arrangement for Distribution Transformer as per Technical Specification</b>										
2.1	11/0.4 kV, 3-Phase, 100 kVA		As per SoR	500 Set					Not Applicable		
2.2	11/0.4 kV, 3-Phase, 200 kVA		As per SoR	400 Set					Not Applicable		
3	<b>MCCB (LI Type with TMTU) to be mounted on Distribution Box as per Technical Specification</b>										
3.1	75A TP		As per SoR	1,000 Nos					Not Applicable		
3.2	125A TP		As per SoR	400 Nos					Not Applicable		
3.3	160A TP		As per SoR	500 Nos					Not Applicable		
3.4	200A TP		As per SoR	400 Nos					Not Applicable		
3.5	320A TP		As per SoR	400 Nos					Not Applicable		
The complete set of Distribution Transformers and corresponding Low Voltage Distribution Box with MCCBs mounted shall be delivered together during the delivery of goods.									<b>Total Bid Price</b>		

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid]

Date [Insert Date]

Note: Column 6,7, 8 & 9: Currencies in accordance with ITB 16 and Column 10 & 11: In Nepali Currency.



## Price and Completion Schedule - Related Services

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

ICB No: \_\_\_\_\_

1	2	3	4	5	6	7
Service No.	Description of Services (excludes inland transportation and other services required in Nepal to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price and currency per item]	[insert total price and currency per item]
<b>Total Bid Price</b>						

Name of Bidder [insert complete name of Bidder]

Signature of Bidder [signature of person signing the Bid]

Date [insert date]

### Notes:

- Column 6 and 7: Currencies in accordance with ITB Clause 16
- Prices are to be quoted inclusive of all custom duties, sales, and other similar taxes applicable in Nepal and payable on the Related Services, if the Contract is awarded to the Bidder.



# **Bid Security**

**Bank Guarantee**  
**(On Letter head of the Bank)**  
***Bank's Name, and Address of Issuing Branch or Office***

*[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law of Nepal]*

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

**Date:** *[insert date]*

**Beneficiary:** *[insert Name and Address of Purchaser]*

**BID GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

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

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

- (a) has withdrawn or modifies its Bid:
  - i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission
  - (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or
- (d) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (e) is involved in fraud and corruption in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be *[insert the date]*.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication URDG No. 758<sup>5</sup>.

*. . . Bank's seal and authorized signature(s) . . .*

*[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]*

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<sup>5</sup> As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

## **Manufacturer's Authorization Letter**

***[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]***

Date: *[insert date of Bid Submission]*

IFB No.: *[insert number]*

To: *[insert complete name and address of Purchaser]*

The purpose *[insert complete name of Manufacturer or Manufacturer's authorized agent]* who are official manufacturers of *[insert type of goods manufactured]* having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name and/or brief description of the goods]* and to subsequently sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Name: *[insert complete name of person signing the Authorization]*

In the capacity of: *[insert legal capacity of person signing the Authorization]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Authorization for and on behalf of: *[insert complete name of Manufacture]*

Date: *[insert date of signing]*

## Section V. Schedule of Requirements

### List of Goods and Related Services

Item No.	Description of Goods	Quantity	Physical Unit
<b>1</b>	<b>Distribution Transformers as per the Technical Specification</b>		
1.1	11/0.4 kV, 3-Phase, 100 kVA	500	Nos
1.2	11/0.4 kV, 3-Phase, 200 kVA	400	Nos
<b>2</b>	<b>Low Voltage Distribution Box with complete mounting arrangement for Distribution Transformer as per Technical Specification</b>		
2.1	11/0.4 kV, 3-Phase, 100 kVA	500	Nos
2.2	11/0.4 kV, 3-Phase, 200 kVA	400	Nos
<b>3</b>	<b>MCCB (LI Type with TMTU) to be mounted on Distribution Box as per Technical Specification</b>		
3.1	75A TP	1,000	Nos
3.2	125A TP	400	Nos
3.3	160A TP	500	Nos
3.4	200A TP	400	Nos
3.5	320A TP	400	Nos

***The complete set of Distribution Transformers and corresponding Low Voltage Distribution Box with MCCBs mounted shall be delivered together during the delivery of goods.***

## Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

Item No.	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date (as per Incoterm)
1	2	3	4	5	6
1	Distribution Transformers as per the Technical Specifications			NEA Central Store at Hetauda	180 days of effectiveness of contract
1.1	11/0.4 kV, 3-Phase, 100 kVA	500	Nos		
1.2	11/0.4 kV, 3-Phase, 200 kVA	400	Nos		
2	Low Voltage Distribution Box with complete mounting arrangement for Distribution Transformer as per Technical Specification				
2.1	11/0.4 kV, 3-Phase, 100 kVA	500	Nos		
2.2	11/0.4 kV, 3-Phase, 200 kVA	400	Nos		
3	MCCB (LI Type with TMTU) to be mounted on Distribution Box as per Technical Specification				
3.1	75A TP	1,000	Nos		
3.2	125A TP	400	Nos		
3.3	160A TP	500	Nos		
3.4	200A TP	400	Nos		
3.5	320A TP	400	Nos		

**Note:**

- i. The date of effectiveness of the contract shall be the date of signing the contract.
- ii. The delivery time is to be treated as the essence of the contract. The goods shall be delivered in two equal lots. The first lot shall be delivered within 90 days of effectiveness of contract. The second lot shall be delivered within 180 days of effectiveness of contract. However, the Purchaser at its discretion may request the Supplier to manufacture and supply the goods earlier than the aforementioned schedule.
- iii. The Purchaser reserves the right to repudiate the contract should the Supplier neglect and fail to physically deliver the goods within 30 days (for land transporation) or 60 days (for marine transporation) of the issuance of dispatch authorization. In such an event, the Purchaser at its discretion may consider delivery and acceptance of the goods only after new Factory Acceptance Tests (FAT) and subsequent dispatch authorization. All costs associated with the repeated inspection and testing, including the travel and daily allowances for the nominated Purchaser's representatives, shall be borne by the Supplier.

**For the provision of Delivery Schedule, following definitions shall be applicable:**

**1. Delivery**

The Supplier shall deliver the Goods to the Purchaser's Delivery Site (place of destination) as specified above or nominated by the Purchaser prior to shipment. The Goods shall remain at the risk of the Supplier until delivery is completed. Delivery is defined as the Goods placed on the warehouse platform, dock, or ground at Delivery Site (place of destination) after off-loading of the Goods by the Supplier and all relevant shipping documents have been furnished to the Purchaser. The supplier shall be responsible for unloading goods. The purchaser shall provide the Good Receipt Certificate after delivery of the goods at the designated place. However, this certification of receipt shall not prejudice the Purchaser's remedies stated in other sections and clauses for shipment received, which contain damaged materials or missing materials. With the Goods Receipt Note, the Supplier shall apply for the payment as per SCC.

**2. Goods Acceptance Certificate**

After carrying out physical verification at NEA Store and/or post-dispatch tests in the presence of authorized representative of the Supplier and the Purchaser, if the goods are found in compliance with the technical specification of the Contract to the inspector's satisfaction, the acceptance certificate shall be issued. The post-dispatch tests shall be conducted for hundred percent of the delivered transformers at the designated NEA laboratory. With the Goods Acceptance Certificate, the Supplier shall apply for the payment as per SCC.

**3. Final Acceptance Certificate**

Application for the Final Acceptance Certificate may be made to the Purchaser at the end of the Period of Warranty of the Goods or any portion thereof, provided that the Supplier has fulfilled his obligations under the Contract. Provided it has become necessary for the Supplier to replace or renew any portion of the Goods, the obligations of the Contract for that portion shall continue for the period mentioned above. The right of the Supplier to apply for a Final Acceptance Certificate in respect of the Goods, or portion thereof, other than the portions of the Goods replaced or renewed shall not be affected by that fact, and after the Supplier has ceased to be under any obligation under the Contract in respect of the portions satisfactorily supplied the Supplier may apply for a Final Acceptance Certificate in respect thereof.

# Technical Specification

## 1. Scope

- 1.1. The specification covers design, manufacture, testing, supply, and delivery of oil immersed, naturally cooled, copper conductor, outdoor type distribution transformer suitable for use on 3-phase, 50Hz, 11/0.4kV system of Nepal Electricity Authority conforming to the standards mentioned hereunder.
- 1.2. It is not the intent to specify completely herein all the details of design and construction. However, the goods supplied shall conform in all respects to high standards of engineering design and workmanship and shall be capable of performing in continuous commercial operation in a manner acceptable to the purchaser, who will interpret the meanings of drawings and specifications and shall have the power to reject any material, which in his judgment i.e., not in accordance with the specifications/drawings.
- 1.3. The transformers and accessories shall be designed to facilitate operation, inspection, maintenance, and repairs. The design shall incorporate every precaution and provision for the safety of equipment as well as staff engaged in the operation and maintenance of equipment.
- 1.4. The Transformers shall be suitable for outdoor installation with three phase, 50 Hz, 11 kV system in which the neutral is effectively earthed, and they shall be suitable for service with fluctuations in supply voltage by  $\pm 10\%$ .
- 1.5. All outdoor apparatus, including bushing insulators with their mountings, shall be designed to avoid any accumulation of water.

## 2. Location and Climatic Conditions

- 2.1 The distribution transformers shall be suitable for use within Nepal and the climatic conditions are:
  - a) Maximum ambient temperature 40°C
  - b) Minimum ambient temperature -5°C
  - c) Relative humidity 10 to 100%
  - d) Average rainfall per annum 2,000 mm
  - e) Maximum height above the sea level 2,000 m
  - f) Maximum wind pressure / wind speed 150 kg/m<sup>2</sup> / 50 m/sec
- 2.2 The transformers shall also be for use in moderately hot and humid tropical climates, conducive to rust and fungus growth.

## 3. Applicable Standards

- 3.1 Unless otherwise stipulated elsewhere in this specification, the rating as well as performance and testing shall conform to the standards with latest revisions as below.

IEC 60076-1	Power transformers – Part 1: General
IEC 60076-2	Power transformers – Part 2: Temperature rise for liquid immersed transformers

IEC 60076-3	Power transformers – Part 3: Insulation levels, dielectric tests, and external clearances in air
IEC 60076-5	Power transformers – Part 5: Ability to withstand short circuit
IEC 60137	Insulated bushings for alternating voltages above 1000 V
IEC 60156	Insulating liquids – Determination of the breakdown voltage at power frequency – Test method
IEC 60296	Fluids for electrotechnical applications – Mineral insulating oils for electrical equipment
ISO 12944-5	Paints and varnishes - Corrosion protection of steel structures by protective paint systems – Part 5: Protective paint systems
ISO 1460	Metallic coatings – Hot dip galvanized coatings on ferrous materials
ISO 1461	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles

#### **4. Technical Requirements of Distribution Transformers**

##### **4.1. General Ratings and Features of Distribution Transformers**

<b>SN.</b>	<b>Description</b>	<b>Requirements</b>
1	Type	Oil Immersed
2	Installation	On Pole and on platform
3	Winding Material	Copper
4	Core Material	CRGO (0.23mm thickness)
5	Rated Voltage (Primary)	11 kV
6	Rated Voltage (Secondary)	400V
7	Max. System Voltage (Primary)	12 kV
8	Max. System Voltage (Secondary)	440 V
9	Rated Frequency	50 Hz
10	Rated power	As per the Schedule or Requirements
11	Cooling System	ONAN
12	Primary Connection	Delta
13	Secondary Connection	Star (grounded neutral)
14	Vector group	Dyn 11
15	Rated impedance voltage	3.5 - 4.5%
16	BIL for windings and bushings for primary side	75 kV
17	Withstand voltage (Primary), 50 Hz, 60 Sec.	28 kV

SN.	Description	Requirements
18	Withstand voltage (Secondary), 50 Hz, 60 Sec.	3 kV
19	No load tap changer	$\pm 2.5\%$ , $\pm 5\%$ on HV side
20	Insulation levels	LI 75 AC 28/AC 3
21	Insulation temperature class	A
22	Maximum allowable noise level at 3 metre hemispherical radius	<44 dB

#### 4.2. Permissible Flux Density and Over Fluxing

- 4.2.1.** For transformer with CRGO steel core, flux density at rated kVA, voltage and frequency (with tolerance) in any part of the core and yoke at rated kVA, voltage and frequency (with tolerance) shall not exceed 1.6 Tesla.
- 4.2.2.** The no-load current at rated voltage and at 112.5% voltage shall not exceed the values given below without any positive tolerance.
- (a) At 100% rated voltage: 1% of rated full load current
- (b) At 112.5% rated voltage: max 2% of rated full load current
- 4.2.3.** The bidder shall submit the design calculation in support of flux density and no-load current at 100% and 112.5% voltage along with drawings of core-steps, limb-diameter, window-height, limb-center, etc. The test for magnetic balance shall be carried out by connecting the LV phase by phase to rated phase voltage and by measuring an, bn, cn voltage.
- 4.2.4.** The transformer must be capable of operating at 10% over voltage and at frequency of 48.5 Hz without saturation.

#### 4.3. Current Density

- 4.3.1.** Current density for any part of the winding shall not exceed 2.5 Amp/mm<sup>2</sup>.

#### 4.4. Short Circuit Capacity

- 4.4.1.** The transformer shall be designed and constructed to withstand the mechanical and thermal stress produced by short circuit current which is limited only by the impedance of the transformer only, as per IEC.
- 4.4.2.** The Supplier shall furnish calculations in accordance with the relevant standard to demonstrate the thermal ability of the transformers to withstand short circuit forces.

#### 4.5. Temperature Rise

- 4.5.1.** Maximum oil-temperature rise, and maximum winding-temperature rise above ambient-temperature of 45°C when carrying maximum continuous rated current shall not exceed the following.
- (a) In oil by thermometer 50°C
- (b) In winding by resistance 55°C
- 4.5.2.** The temperature rise of the insulating oil shall be measured near the top of the main tank.

#### 4.6. Gaskets

- 4.6.1.** All sealing washers / Gaskets shall be made of oil and heat resistance nitrile / neoprene/ synthetic rubber bonded with cork gasket. Gaskets made with natural rubber and cork shall not be acceptable. The thickness of the tank cover gasket shall not be less than 6 mm before compression.

#### **4.7. Base Mounting Arrangement**

- 4.7.1.** The under base of all transformers shall be provided with two 75x40 mm channels of appropriate length to mount on H-pole for 3-phase transformers and single pole for 1-phase transformer with holes. Holes and length shall be finalized during drawing approval.

#### **4.8. Clearance**

- 4.8.1.** Minimum electrical clearances between the phases and phase to earth shall not be less than the values given below:

<b>Voltage</b>	<b>Medium</b>	<b>Phase to Phase</b>	<b>Phase to Neutral</b>
11 kV	Air	255 mm	200 mm
400 V	Air	75 mm	55 mm

- 4.8.2.** The clearance shall be maintained by fixing the bimetallic connectors in position.

#### **4.9. Suppression of Harmonics**

- 4.9.1.** The transformer shall be designed with attention to the suppression of harmonic voltage, especially the third and fifth.

#### **4.10. Losses and Short Circuit Impedance**

- 4.10.1.** The guaranteed no load loss and full load loss at the rated full load capacity for each transformer unit shall not be more than the losses specified in the table below.

<b>SN.</b>	<b>Rating</b>	<b>No Load Loss at rated Voltage and at 75°C (watts)</b>	<b>Load Loss at rated full load current and at 75°C (watts)</b>
1	50 kVA	120	750
2	100 kVA	220	1210
3	200 kVA	365	2100

- 4.10.2.** The transformer's no-load and load loss as per the respective type test report, shall not exceed the prescribed values. If the guaranteed no load and load losses exceed the values above, the Bid shall be rejected.

- 4.10.3.** Short-circuit impedance shall be measured on the principle tapping at ambient temperature then corrected to 75°C. Short-circuit impedance of the offered transformers shall be as specified in the relevant IEC standard.

### **5. Specific Requirements of Distribution Transformers**

#### **5.1 Tank**

- 5.1.1 The tank shall be conservator type. Alternatively, the supplier may offer the tank of hermetically sealed corrugated type with bolted cover utilizing a non-breathing gas cushion or other provision to absorb the oil expansion.
- 5.1.2 The tank shall be of welded construction and fabricated from mild steel of adequate thickness. All seams shall be properly welded to withstand requisite impact during short circuit without distortion. All welding shall be stress relieved. The tank cover shall be bolted on to the tank with weatherproof, hot-oil resistant, resilient gasket in between for complete oil tightness.
- 5.1.3 The radiator shall be of pressed steel of corrugated type design. Heat dissipation calculation in respect of the number, size and length of the radiators are to be satisfied by design calculation and shall submit the calculation sheet in this regard.
- 5.1.4 Each transformer shall be provided with a case of rigid construction, which shall be oil tight and gas tight. The thickness of all tank sides except the tank-bottom and cover shall not be less than 3.2 mm. The thickness of tank-bottom & cover shall not be less than 4.0 mm. The thickness of CRCA sheet used for corrugation panel shall not be less than 1.2 mm. The tank shall be capable of withstanding, without leakage or permanent deformation, a pressure 25% greater than the maximum operating pressure. Each transformer shall be provided with an earthing terminal with clamp type connector.
- 5.1.5 The internal clearance of tank shall be such that it shall facilitate easy lifting of core with coils from the tank without dismantling LV bushings.
- 5.1.6 The tank plate and the lifting lugs shall be of such strength that the complete transformer filled with oil may be lifted by means of lifting shackle/hook type.
- 5.1.7 The tanks shall be tested for leakage test at a pressure of 0.25 kg/sq. cm measured at the top of tank.

## **5.2 Oil Preservation System:**

- 5.2.1 The transformer shall be of completely oil-filled type.

### **5.2.2 For Transformer with Oil Conservator**

- 5.2.2.1 The conservator vessel shall have a capacity between the highest and lowest level of not less than 7.5% of the total cold coil volume of the transformer.
- 5.2.2.2 Oil gauge shall be fixed to the conservator. A drain plug and a filling hole shall also be provided. The cover of the main tank shall be provided with an air release plug to enable air trapped within to be released, unless the conservator is so located as to eliminate the possibility of air being trapped within the main tank.
- 5.2.2.3 The inside diameter of the pipe connecting the conservator to the main tank shall be within 20-40 mm, suitable to the size of the transformer and it shall be projected into the conservator so that its end is approximately 20 mm above the bottom of the conservator so as to create a sump for collection of impurities. The minimum oil level shall be above the sump level.

- 5.2.2.4 To overcome the oil leakages, the side plate of conservator tank shall be welded. Bolting with gasket will not be allowable.
- 5.2.2.5 Breather shall be screwed or flanged type. It shall have die-cast aluminum body & further, inside container for silica gel shall be of tin sheet. Inverted U-shape pipe shall be used for connection of breather. The dehydrating agent shall be silica gel. The moisture absorption shall be indicated a change in the color of the silica gel crystal to be easily observed from a distance of 6m. The volume of the breather shall be suitable for 500g of silica gel for transformer up to 200 kVA and 1 kg for above transformer. The make and design of the breather shall be subject to the approval of the Employer.
- 5.2.2.6 Individual breather shall be packed in a cotton bag and be bound with individual transformer in a clear visible position.
- 5.2.2.7 The position of the silica gel breather shall be such that maintenance can be carried out without the need to de-energize the transformer.

### **5.3 Core:**

- 5.3.1 The transformer shall be core type. The cores shall be constructed with high grade, low loss, high permeability, non-ageing, cold rolled grain oriented (CRGO) silicon steel of 0.23 mm thick laminations or superior.
- 5.3.2 The construction is to be of boltless core type. The core shall be provided with lugs suitable for lifting the complete core and coil assembly. The core and coil assembly shall be so fixed in the tank that shifting will not occur during transport or short circuits.
- 5.3.3 The core design shall avoid the presence of pockets which would prevent the complete emptying of the tank through the drain valve. The core materials offered to be checked for their correctness before core coil assembly. For this, the Purchaser may ask for core and coil inspection before its tanking.
- 5.3.4 The laminations shall be free of all burrs and sharp projections. Each sheet shall have an insulating coating resistant to the action of hot oil.
- 5.3.5 The insulation structure for the core to bolts and core to clamp plates shall be such as to withstand 2000 V DC voltage for one minute.
- 5.3.6 The completed core and coil shall be assembled so that the axis and the plane of the outer surface of the core assembly shall not deviate from the vertical plane by more than 25mm.
- 5.3.7 All steel sections used for supporting the core shall be thoroughly shot or sand blasted, after cutting, drilling, and welding.
- 5.3.8 The finally assembled core with all the clamping structures shall be free from deformation and shall not vibrate during operation.
- 5.3.9 The core clamping structure shall be designed to minimize eddy current loss.
- 5.3.10 The framework and clamping arrangements shall be securely earthed.
- 5.3.11 The core shall be carefully assembled and rigidly clamped to ensure adequate mechanical strength.

- 5.3.12 Oil ducts shall be provided, where necessary, to ensure adequate cooling inside the core. The welding structure and major insulation shall not obstruct the free flow of oil through such ducts.
- 5.3.13 The design of magnetic circuits shall be such as to avoid static discharges, development of short circuit paths within itself or to the earth clamping structure and production of flux component at right angle to the plane of the lamination, which may cause local heating. The supporting framework of the cores shall be designed so as to avoid the presence of pockets, which would prevent complete emptying of the tank through the drain valve or cause trapping of air during filling.
- 5.3.14 Transformer Serial Number shall be punched on the Core-Yoke frame.
- 5.3.15 The manufacturer/supplier shall offer every batch of core laminations received from his sub-vendor along with Invoice, Mills Test Certificate, Packing List, Bill of Landing, Bill of entry certificate by custom etc. towards proof of prime core materials for verification by the Purchaser during stage inspection/acceptance tests.

#### **5.4 Winding:**

- 5.4.1 The design, construction and treatment of winding shall consider all service factors.
- 5.4.2 The winding shall be so designed that all coil assemblies are of identical voltage ratio and shall be interchangeable.
- 5.4.3 All delta leads shall be clamped tightly on to the special frame/bracket making pie ( $\pi$ ) frame. The leads leading to the bushing terminals should be clamped to the horizontal support base so that vibration during short circuit is not passed on to the windings.
- 5.4.4 Winding shall be subjected to a shrinking and seasoning process, so that no further shrinkage occurs during service. Adjustable devices shall be provided for taking up possible shrinkage in service.
- 5.4.5 All low voltage windings for use in the circular coil concentric winding shall be wound on a performed insulating cylinder for mechanical protection of the winding in handling and placing around the core.
- 5.4.6 Winding shall not contain sharp bends which might damage the insulation or produce high dielectric stresses. No strip conductor wound on edge shall have width exceeding six times the thickness.
- 5.4.7 The winding insulation shall be free from insulating compounds which are liable to soften, ooze out, shrink or collapse. It shall be non-catalytic and chemically inert in hot transformer oil during normal service.
- 5.4.8 The stacks of windings are to receive adequate shrinkage treatment.
- 5.4.9 The windings and connections are to be braced to withstand shocks during transport, switching, short circuit or other transient conditions.
- 5.4.10 Permanent current carrying joints in the windings and leads shall be welded or brazed. Clamping bolts for current carrying parts inside oil shall be made of oil resistant material which shall not be affected by acidity in the oil steel bolts, if used, shall be suitably treated.

- 5.4.11 Terminals of all windings shall be brought out of the tank through bushings for external connections.
- 5.4.12 The windings shall be uniformly insulated, and the LV neutral points shall be insulated for full voltage.
- 5.4.13 The completed core and coil assembly shall be dried in vacuum at not more than 0.5mm of mercury absolute pressure and shall be immediately impregnated with oil after the drying process to ensure the elimination of air and moisture within the insulation. Vacuum may be applied in either vacuum over or in the transformer tank.
- 5.4.14 The winding shall be so designed that all coil assemblies of identical voltage ratings shall be interchangeable and field repairs to the winding can be made readily without special equipment. The coils shall have high dielectric strength.
- 5.4.15 Coils shall be made of continuous smooth high conductivity E.C. Grade (A) copper materials, shaped and braced to provide for expansion and contraction due to temperature changes.
- 5.4.16 Adequate barriers shall be provided between coils and core and between high and low voltage coils. End turn shall have additional protection against abnormal line disturbances.
- 5.4.17 The insulation of winding shall be designed to withstand voltage stress arising from surge in transmission lines due to atmospheric or transient conditions caused by switching etc.
- 5.4.18 Tapping shall not be brought out from inside the coil or from intermediate turns and shall be so arranged as to preserve as far as possible magnetic balance of transformer at all voltage ratios.
- 5.4.19 Magnitude of impulse surges transferred from HV to LV windings by electro-magnetic induction and capacitance coupling shall be limited to BIL of LV winding.
- 5.4.20 The assembly shall be provided with lifting lugs suitable for lifting complete core and coil assembly of transformer.

## **5.5 Internal Earthing**

- 5.5.1 All internal metal parts of the transformer, with the exception of individual laminations and their individual clamping plates shall be earthed.
- 5.5.2 The top clamping structure shall be connected to the tank by a copper strap. The bottom clamping structure shall be earthed by one or more the following methods:
  - a. By connection through vertical tie-rods to the top structure.
  - b. By direct metal to metal contact with the tank base.
  - c. By a connection to the structure on the same side of the core as the main earth connection to the tank.
- 5.5.3 The magnetic circuit shall be connected to the clamping structure at one point only and this shall be brought out of the top cover of the transformer tank through a suitably rated insulator. A disconnecting link shall be provided on

transformer tank to facilitate disconnections from ground for IR measurement purposes.

- 5.5.4 Coil clamping rings of metal at earth potential shall be connected to the adjacent core clamping structure on the same side as the main earth connections.

## **5.6 Insulating Oil**

- 5.6.1 The insulating oil shall be refined mineral oil. No inhibitors shall be used in the oil.
- 5.6.2 The insulating oil for the transformer shall be of EHV grade, generally conforming to IEC 60296.
- 5.6.3 The design and materials used in the construction of the transformer shall be such as to reduce the risk of the development of acidity in the oil.
- 5.6.4 The transformers shall be supplied complete with the first filling of transformer oil up to maximum permissible level. The quantity of oil required for the first filling of the transformer and its full specification shall be stated in the GTP. The complete first filling shall be of new oil free from inhibitors and additives up to maximum permissible level for the supplied Transformer. The bid price shall include the cost of Transformer Oil required for initial filling.
- 5.6.5 The characteristics of the oil shall be as follows:

<b>SN</b>	<b>Characteristic</b>	<b>Requirement</b>
1	Appearance	The oil shall be clear, transparent & free from suspended matter or sediment
2	Unfiltered breakdown voltage	30 kV (rms) (min)
3	Filtered breakdown voltage	50 kV (rms) (min)
4	Dielectric dissipation factor (tan delta) at 90°C	0.002 (max)
5	Resistivity at 27°C	1500 x 10 <sup>12</sup> Ωcm (min)
6	Resistivity at 90°C	35 x 10 <sup>12</sup> Ωcm (min)
7	Flash point (PM closed)	140°C
8	Interfacial tension at 27°C	0.04 N/m (min)
9	Neutralization value (total acidity)	0.03 Mg KOH/g (max)
10	Water content	35 PPM (max)

## **5.7 Bushings**

- 5.7.1 The porcelain portion of HV and LV bushings shall be of standard make and confirm to IEC 60137. Creepage distance of the bushing insulator shall be 290 mm or more for 12 kV transformer.

- 5.7.2 The bushings shall be of reputed make supplied by the manufactures that are having manufacturing and testing facilities for manufacture of high voltage insulators.
- 5.7.3 The entire porcelain surface of the bushings that will be exposed after assembly shall be glazed. The color of the glaze shall be brown.
- 5.7.4 Bushings shall be of the outdoor type and easily replaceable. They shall be sufficiently robust to withstand normal transport and erection hazards.
- 5.7.5 The bushing rods and nuts shall be made of brass material 12 mm diameter for both HV & LV. The bushings shall be fixed to the transformers on top with straight pockets and in the same plane. The tests as per IEC 60137 shall be conducted on the transformer bushings.
- 5.7.6 All bushings shall have a minimum creepage distance of 25 mm/kV. For 11 kV, 17.5 kV class bushings shall be used and for 0.4 kV, 1.1 kV class bushings shall be used.
- 5.7.7 The dimensions of the bushings of the voltage class shall conform to IEC 60137.
- 5.7.8 Brazing of all interconnections, jumpers from winding to bushing shall have cross section larger than the winding conductor.
- 5.7.9 In the case of LV bushing, the internal bushing shall be made of tough insulating material like epoxy and shall have embedded stem and a strong coupling connection (screwed) properly secured with a split pin/screw type locking arrangement shall be used between stem of the internal and external bushings.
- 5.7.10 The LV bushings shall be so located that even under the hottest conditions the level of the transformer oil shall be below the opening meant for fixing the LV bushings. The LV jumpers and bushing material shall be selected and designed for this condition.
- 5.7.11 The design of the internal bushing for LV shall be such as to provide adequate earth clearance and creepage distance as stipulated in the standards specified. All other tests as per relevant standards shall be applicable.
- 5.7.12 The terminal arrangement shall not require a separate oil chamber not connected to oil in the main tank.
- 5.7.13 For distribution transformers above and including 100kVA, the high voltage bushing shall be provided with touch/fall protectors to prevent accidental contact with live high-voltage parts. They shall be with snap-on, slip-on, or clamp-on designs for quick and secure installation and removal. The protector shall be made from suitable insulating material and fully encapsulate the live parts of the HT bushing, including the insulator, metal terminals, and connection points. They shall maintain adequate creepage distance and clearances as per the applicable standards.

## **5.8 Tap Changer**

- 5.8.1 An externally operated tap changer for transformers rated 100 kVA and above shall be furnished with each transformer, to be operated only when the transformer is de-energized.

- 5.8.2 The tap changer shall include an operating handle, visible indication of tap position and means for locking the tap changer in any desired position. The locking device shall be arranged to prevent locking the tap changer in an off position. Mechanical means shall be provided for limiting the maximum and minimum travelling of the extreme tap positions to be at the maximum and minimum position of the tap changer.

## **5.9 Terminal Connectors**

- 5.9.1 The LV bushing and HV bushing stems shall be provided with suitable detachable terminal connectors so as to connect the jumper without disturbing the bushing stem.
- 5.9.2 High voltage phase windings shall be marked both in the terminal boards inside the tank and on the outside with capital letters 1U, 1V, 1W and low voltage winding for the same phase marked by corresponding small letters 2u, 2v, 2w. The neutral point terminal shall be indicated by the letter 2n.
- 5.9.3 The high voltage bushings shall be provided with a bi-metallic clamp-type terminal connector suitable to receive 35-120 mm<sup>2</sup> AAAC or ACSR or cables directly without any bi-metallic action.
- 5.9.4 The low voltage bushings shall have clamp-type bi-metallic terminal lugs suitable for terminating aluminum conductor compatible to the kVA rating (with 100% factor of safety) of the transformer.
- 5.9.5 The low voltage neutral bushings shall include a clamp-type bi-metallic terminal lug for terminating together an earth-wire and an aluminum conductor of neutral circuit of the LV system.
- 5.9.6 The non-ferrous threaded terminals are to be supplied with one 16 mm bolt, one conic spring washer, one matching flat washer, one nut and one lock nut for each hole in the terminal plate.

## **5.10 Accessories**

- 5.10.1 The following accessories shall be provided with each transformer.
- (a) Name plate with connection diagram
  - (b) HV and LV bushings, with terminal connectors
  - (a) Arching Horns on HV bushings
  - (b) Bird guard cap (bushing cover) of ultra-violet and track resistant material.
  - (c) Tap changer
  - (d) Liquid level gauge (magnetic type, readable from the ground level)
  - (e) Lifting Lug
  - (f) Oil drain valve with plug or cap, installed at the lower part of the tank
  - (g) Sludge drain plug, installed at the bottom of the tank.
  - (h) Earthing terminal for surge arrester
  - (i) Tank grounding terminal connector
  - (j) Pressure relief device (resetable explosion-vent type)
  - (k) Oil conservator with dehydrating breather and oil level gauge. The cylinder of dehydrating breather shall be transparent glass. The dehydrating breather shall be easily replaced and filled with silica-gel
  - (l) Other necessary accessories according to manufacturer's design.

## **5.11 Painting System**

- 5.11.1 All paints shall be applied in accordance with ISO 12944-5 standards.
- 5.11.2 Particular attention shall be paid to surface preparation prior to painting. All paints, when applied in a normal full coat, shall be free from runs, sags, wrinkles, patchiness, brush marks or other defects.
- 5.11.3 The interior surface shall be finished with oil resistant paint or vanish.
- 5.11.4 The exterior surface painting system shall be suitable for exterior servicing at medium atmospheric-corrosivity category. The primer coat is one (1) or two (2) coats of epoxy (misc) anti-corrosive primer, the dry film thickness shall not less than 80  $\mu\text{m}$ . Subsequent coat(s) shall be two (2) to three (3) of epoxy intermediate and polyurethane topcoat with RAL 7036 gray color. The total number of coats is two (2) to four (4) coats and the dry film thickness of coating system shall not less than 160 $\mu\text{m}$ .

## **6. Technical and Specific Requirements of Low Voltage Distribution Box**

- 6.1 Distribution Boxes are meant for control and protection of Distribution Transformers with MCCBs as mentioned below:

<b>Trf Capacity</b>	<b>Full Load Current</b>	<b>Incoming MCCB</b>	<b>Qty</b>	<b>Outgoing MCCB</b>	<b>Qty</b>
100 kVA	144A	160A TP	1 Nos	75A TP	2 Nos
200 kVA	288A	320A TP	1 Nos	200A TP 125A TP	1 Nos 1 Nos

- 6.2 Each distribution box shall have one incoming circuit and a minimum of two outgoing circuits as per the above table.
- 6.3 The panel board shall be rectangular in shape with an entrance door in front of the panel board.
- 6.4 The panel board shall be equipped with interior standoffs suitable for mounting MCCB and for supporting cables.
- 6.5 The enclosure shall be made up of CRCA MS sheet of 1.2 mm thickness and appropriate size to accommodate energy meter, LVCT, MCCBs, Busbars, etc.
- 6.6 The manufacturing of distribution boxes shall be from deep drawn process. No welding joints in the body/doors of box are permitted. The panel board shall be fabricated to prevent ingress of moisture due to rainfall and dripping. The panel board shall be provided with means for natural ventilation.
- 6.7 All the components inside the Box shall be mounted on CRCA MS strips. The mounting strips shall be provided with required bends or ribs to give the extra strength and shall be powder coated, or zinc plated.
- 6.8 The enclosure shall have a single door with locking arrangement and a door handle confirming to relevant standards. The base and door of enclosure shall be individually in one piece without any welding, except for fixing the accessories like hinges, clamps, mounting clamps, bolts etc. Base and door shall have flange/collars and collars shall overlap by 10mm.

- 6.9 The incomer feeder shall be on the left side of the box and all outgoing feeders shall be on the right side. All the internal connections shall be made with copper busbar with current density as 2A/mm<sup>2</sup>. The bus bars should be properly insulated to avoid any contact with the live terminal. Red-Yellow-Blue color coding shall be provided for connecting links of phases.
- 6.10 A rubber gasket should be provided in between the base and doors, such that it provides proper sealing to avoid ingress of water. The degree of protection shall be IP55. The rubber gasket shall be fixed with suitable adhesive.
- 6.11 Minimum two hinges on each side shall be welded from inside of the box to fix the doors. The hinges shall be 40 mm in length and made from 1.6mm thick sheet. Hinge pin diameter shall be 3 mm. Door shall be fixed with two screws in each hinge. The hinges shall not be visible from outside. The viewing window shall be provided with toughened glass of 5 mm thickness. Glasses shall be fixed from inside with glass holder plate made without any welding joint and by draw process.
- 6.12 Meter and LVCT mounting arrangements shall also be provided. It shall be raised from the base of the Box body by 20 mm. LVCT mounting plates fixed with 2 screws shall be provided. For mounting of meters, the supplier shall supply three mounting MS screws, one for upper and two in moving slotted flat.
- 6.13 Mounting components inside the enclosure shall allow free air circulation, keeping the clearances as per specification.
- 6.14 The surface of the enclosure shall be properly Pre-treated / Phosphated in a Seven-Tank process and shall be applied with a powder coating of 40-micron thickness. The powder coating shall be of a light grey color. Powder coating shall be suitable for outdoor use.
- 6.15 EC grade Copper Neutral Bus-bar capable of carrying full load current shall be provided for neutral. The neutral bus bar should be completely insulated such that no live part is accessible. Neutral Bus bars shall be isolated with respect to body.
- 6.16 Two galvanized earthing bolts shall be welded on both sides of the box. There should be no powder coating on the earthing clamps. Bolt with washer shall be provided in each earth clamp.
- 6.17 Incoming & outgoing cable holes shall be provided. Cable holes shall be provided with superior quality rubber cable glands of internal diameter 20mm. Rubber glands shall be made such that the internal diameter of glands provided for cables should be closed with the rubber film of minimum 1mm thickness. Cable will go through the glands by cutting the film of the glands.
- 6.18 Necessary fixing arrangement shall be provided at the back of the enclosure to ensure proper fixing on pole (suitable for both steel tubular pole and PSC pole) by means of suitable clamps/steel straps at 4 places.
- 6.19 An adequate slope on the top of box shall be provided to drain out rainwater from the top.
- 6.20 A name plate indicating the Purchaser name and the size of transformer shall be printed or embossed on the door of the distribution box. Danger markings shall be provided in red color.
- 6.21 After mass production, the distribution box shall be type tested at ISO 17025 certified independent test laboratory accredited ILAC/IAF or the IP ratings at the cost of

supplier/manufacturer. The cost associated with the Type Test shall be included in the quoted bid price.

- 6.22 The proposed manufacturer of distribution boxes shall possess valid ISO 9001:2015 Quality Management System Certificate with design and manufacture in scope for the plant where the manufacture is done. The Bidder shall furnish a copy of the ISO certificate along with the offer.

## **7. Technical and Specific Requirements of Moulded Case Circuit Breaker (MCCB)**

- 7.1 The design, manufacture, testing, installation, and performance of the Moulded Case Circuit Breaker shall be in accordance with IEC 60947. The offered MCCBs shall meet EMC in accordance with IEC 61326 including amendment, safety requirements of IEC 1010-1.
- 7.2 The system parameters shall be as follows:

SN	Description	Requirements
1	Nominal Voltage	400/230V, 3 Phase and Neutral
2	System Highest Voltage	440/250V, 3 Phase and Neutral
3	System Frequency	50Hz
4	Method of Earthing	Solidly earthed neutral

- 7.3 The minimum Technical Requirements for MCCBs are as follows:

SN	Description	Requirements
1	Type of MCCB	LI Type MCCBs with TMTU
2	Number of Poles	3
3	Rated Frequency	50Hz
4	Rated Operational Voltage (Ue)	400/230V
5	Rated Insulation Voltage (Ui)	800V
6	Impulse Withstand Voltage (Uimp)	8kV
7	Continuous Current Rating (In)	As per Schedule of Requirements
8	Ultimate Short Circuit Breaking Capacity (Icu) (up to 100 A)	25kA
9	Ultimate Short Circuit Breaking Capacity (Icu) (above 100 A)	50kA
10	Utilization Category	A
11	Rated duty	Uninterrupted
12	Trip device	TMTU
13	Rated current adjustment	(0.8-1) In
14	Instant opening current adjustment	10 x In
15	Mechanical Life Operation	>15000
16	Electrical Life Operation	>10000

SN	Description	Requirements
17	Line load reversibility features	Yes
18	Interrupting Capability	IEC Category P2
19	Thermal Rating declared at 50 deg C	Yes
20	Operating Range	-5 to 55 deg. C
21	Creepage distance suitable for	Pollution Degree 3 and suitable for isolation
22	Suitable for isolation	Yes
23	Trip Characteristics	inverse time and instantaneous
24	Universal Accessory Fitting	Yes
25	External Accessory	Rotary Operating Handle (Extended for >200A) Suitable Extended Terminals Phase Barriers Mounting Screws

- 7.4 The Moulded Case Circuit Breaker (MCCB) shall be of fixed type suitable for vertical mounting and of current limiting type.
- 7.5 The MCCB shall be completely enclosed in a moulded case and shall be factory sealed. The case shall be moulded from insulated material possessing high thermal stability and good mechanical strength, able to withstand robust use without fracture or permanent distortion. The maximum permissible temperature- rise of various components of the breaker shall not exceed the values stipulated in IEC 60947.
- 7.6 The MCCB shall have a quick make, quick break, over current switching mechanism that is mechanically trip-free for simultaneous tripping of all poles. Tripping due to overload or short circuit shall be clearly indicated by the position of the handle. The ON and OFF positions shall be clearly marked on the breaker case.
- 7.7 The operating mechanism shall be quick make and break type, with the speed of operation independent of the operator, and mechanically trip free from the operating handle so as to prevent the contacts from being held closed against short circuit and overload conditions. The operating mechanism shall be constructed to operate all poles of the breaker simultaneously during, opening, closing, and tripping conditions. The breaker shall be operated by a toggle, which shall clearly indicate the 3 positions ON, OFF and TRIPPED.
- 7.8 The MCCB shall be of the uninterrupted duty type and the contacts shall be of silver alloy or silver faced copper having high current carrying capacity with good arc resistance property.
- 7.9 Each pole of the MCCB shall be provided with bimetallic Thermal Element type of overload protection with the tripping time decreasing with increasing tripping current characteristic (inverse time delay)
- 7.10 An electromagnetic element type instantaneous short circuit protection shall be fitted in each pole assembly affecting immediate tripping of the circuit breaker if the current exceeds the breaking ratings.

- 7.11 The breaker shall have a current-limiting function which works according to the opposite magnetic force principle.
- 7.12 The terminals of the breaker shall be suitable for front connection of cables and insulated phase barriers shall be provided for all poles. All breaker terminals, compression terminals, stacking spacers, and bolting shall be compatible with Aluminum conductors to avoid bimetallic reaction.
- 7.13 The power contacts shall be insulated in an enclosure made of a thermosetting material from other functions such as the operating mechanism, the case, the trip unit, and auxiliaries.
- 7.14 All the poles shall operate simultaneously for circuit breaker opening, closing, and tripping.
- 7.15 The manufacturer shall be from reputed make like ABB/ Siemens/ Schneider/ GE/ L&T/ Hyundai/ Mitsubishi/ Legrand or equivalent. In case of equivalent make, the type test as per the applicable standards for each rating of MCCB shall be carried out at the cost of supplier/manufacturer at ISO 17025 certified independent test laboratory accredited ILAC/IAF in the presence of the Purchaser's representatives. The cost of the tests and the travel expenses and daily allowances of the Purchaser's representatives to witness the tests shall be borne by the supplier/manufacturer and such cost shall be included in the quoted bid price.
- 7.16 The proposed manufacturer of distribution boxes shall possess valid ISO 9001:2015 Quality Management System Certificate with design and manufacture in scope for the plant where the manufacture is done. The Bidder shall furnish a copy of the ISO certificate along with the offer.

## **8. Packing and Marking**

### **8.1. Marking of Transformer**

**8.1.1.** Each transformer shall be provided with a non-detachable rating and terminal marking plate of weatherproof material, preferably of brass fitted in a visible position mentioning the following information:

- (i) Serial No. of each transformer
- (ii) Name of Purchaser: DCSD/NEA
- (iii) Contract No: ICB/DCSD-XXX/XX-XX
- (iv) Name and/or trademark of manufacturer and Supplier (if other than manufacturer)
- (v) Year and month of manufacture – YYYY-MM
- (vi) Standard to which it is manufactured.
- (vii) Type of Transformer
- (viii) Guaranteed No Load Loss and Load Loss
- (ix) Details of rating (rated output, voltage, phases, frequency etc.)
- (x) Cooling
- (xi) Connection and vector diagram
- (xii) Type of Core
- (xiii) Weights (Total, weight of core, weight of winding and weight of oil)
- (xiv) Physical dimension of the transformer
- (xv) Volume of Oil in liters

- (xvi) Make of insulators with date “YYYY-MM”,
- (xvii) Any other relevant information

**8.1.2.** The face of the transformer body shall display the words “PROPERTY OF NEPAL ELECTRICITY AUTHORITY” on one side and kVA rating on another side written in indelible paint or engraving.

**8.1.3.** The marking shall be done before the material is offered for factory acceptance tests.

## **8.2. Marking of MCCB**

**8.2.1.** Each Circuit Breaker shall be marked in a durable manner with the following data as stipulated in IEC 60947 and shall be visible and legible when the circuit breaker is installed.

- (a) Rated Current
- (b) Suitability for isolation, with symbol
- (c) Indication of the open and closed positions

**8.2.2.** Ultimate breaking capacity (Icu) for various values of the rated operational voltage (Ue) shall be recorded on the device.

**8.2.3.** The following data should be marked externally on the breaker, and they need not be visible when the breaker is installed.

- (a) Manufactures identification (Name or Trademark)
- (b) Type designation or serial number
- (c) Number and Year of the standard adopted
- (d) Utilization category
- (e) Rated operational Voltage and Frequency
- (f) Rated service short-circuit breaking capacity.
- (g) Rated ultimate short-circuit breaking capacity
- (h) Rated short time withstand current/duration

## **8.3. Packing**

**8.3.1.** The equipment shall be dispatched in suitable secure packages for handling during transit by rail/road to avoid any loss or damage during transit. Packing with suitable material shall be provided to avoid any damage to the insulator.

**8.3.2.** It is the responsibility of the manufacturer/ supplier to ensure the delivery of items without any damage to the consumer’s store or other designated places mentioned by the customer. Delivery without any damage will be the responsibility of the supplier and if any failure is noticed the lot can be rejected.

## **9. Tests**

### **9.1. Type Tests of Transformers**

**9.1.1. Complete Type Test reports for each rating (voltage level and kVA)** of the transformer conducted from a **Short-Circuit Testing Liaison (STL) - accredited Laboratory** shall be furnished along with the bid. The Type Test Reports shall not be older than five years from the date of bid submission. The following tests shall be included in the Type Test Reports

- (a) Temperature Rise tests (IEC 60076-2)
- (b) Full wave Lightning Impulse Test (IEC 60076-1 and IEC 60076-3)
- (c) Measurement of No-Load Loss and Current at 90 % and 110 % of rated Voltage (IEC 60076-1)
- (d) Dielectric test
  - (i) Impulse Voltage Tests
  - (ii) Lightning Voltage Tests
  - (iii) Separate source AC withstand Voltage Test
  - (iv) Short/Long duration induced AC Voltage Test
- (e) Noise Level Measurement
- (f) Dynamic Short Circuit withstand test (IEC 60076-5)

9.1.2. In case, the type tests submitted have any of the following deviations:

- a) If the type test is conducted on different core types, voltage and kVA rating, OR
- b) If the type test is conducted five years before the last date of Bid submission, OR
- c) If the type test is not submitted for all the required rating of transformers, OR
- d) If the type test report submitted does not include all the tests as stipulated in the Technical Specification and/or Applicable Standards,

the Bid may be accepted for technical evaluation if the Bidder provides a declaration that ***“After the mass production of first lot, the type tests (as per the relevant standards to include all the tests as mentioned above) will be conducted on each rating at the bidder’s cost in a Short-Circuit Testing Liaison (STL) – accredited laboratory in the presence of Purchaser’s representatives. If the goods fail the test, the whole lot shall be rejected.”***

9.1.3. In case the type tests are to be conducted at the bidder’s cost, it shall include all the costs associated with the tests including testing charges, transportation cost and travel cost & daily allowances of the Purchaser’s representatives to witness the tests.

## 9.2. Type Tests of MCCBs

9.2.1. In case of equivalent make, the Bid may be accepted for technical evaluation if the Bidder provides a declaration that ***“The Type Tests as per the applicable standards for each rating of MCCB shall be carried out at the cost of supplier/manufacturer at ISO 17025 certified independent test laboratory accredited ILAC/IAF in the presence of the Purchaser’s representatives”***. The cost of the tests and the travel expenses and daily allowances of the Purchaser’s representatives to witness the tests shall be borne by the supplier/manufacturer and such cost shall be included in the quoted bid price.

9.2.2. The following tests shall be included in the Type Tests:

- (a) Verification of constructional requirements
- (b) Temperature-rise Test
- (c) Dielectric-Test

- (d) Verification of making and breaking capacities
- (e) Verification of short-circuit breaking and making capacities.
- (f) Verification of operating limits
- (g) Verification of operational performance
- (h) Verification of degree of protection of enclosed equipment

### **9.3. Type Tests of LV Distribution Box**

**9.3.1.** The type test and tests for Ingress protection as per the applicable standards shall be carried out at the cost of supplier/manufacturer at ISO 17025 certified independent test laboratory accredited ILAC/IAF in the presence of the Purchaser's representatives. The cost of the tests and the travel expenses and daily allowances of the Purchaser's representatives to witness the tests shall be borne by the supplier/manufacturer and such cost shall be included in the quoted bid price.

### **9.4. Routine Tests of Transformers**

**9.4.1.** The following routine tests as per the relevant IEC standards shall be performed on each unit of transformers by the manufacturer.

- (i) Measurement of Winding Resistance
- (ii) Measurement of Voltage Ratio and check of phase displacement
- (iii) Measurement of No-Load Loss and Current
- (iv) Measurement of Short Circuit Impedance and Load Loss
- (v) Applied Voltage Test
- (vi) Induced Voltage Withstand Test
- (vii) Leakage Tests
- (viii) Insulation Resistance Tests
- (ix) Separate source power frequency voltage withstands test.
- (x) Dielectric breakdown strength of oil
- (xi) Tests on tap-changers

**9.4.2.** The routine test results of all the units shall be submitted to the inspectors at the time of the Factory Acceptance Test and later shall be submitted to the Purchaser.

### **9.5. Routine Tests of MCCB**

**9.5.1.** The following routine tests as per the relevant IEC standards shall be performed on each unit by the manufacturer and the routine test reports shall be made available at the time of inspection and later shall be submitted to the Purchaser.

- (i) Mechanical Operation Tests
- (ii) Dielectric Tests
- (iii) Verification of the calibration of releases
- (iv) Temperature Rise Test

### **9.6. Tests to be Witnessed by the Purchaser's Representative**

#### **9.6.1. Inspection of Raw Materials of Transformers**

9.6.1.1. First stage Inspection shall be done when the raw material is received, and the assembly is in progress on the shop floor. After

the main raw materials i.e., core, winding materials and tanks are arranged, transformers are taken for production on shop floor and 20-25% under each lot of assembly has been completed, the supplier shall intimate the Purchaser, so that an inspecting officer for carrying out such inspection could be deputed, as far as possible within fifteen days from the date of intimation.

- 9.6.1.2. During the first stage inspection, the assembled cores shall be examined to ensure that the core laminations, winding materials and tanks are as per the approved GTP/Drawings. Also, the materials used shall be new and of superior grade.
- 9.6.1.3. During this stage of inspection, the Manufacturer shall provide the inspectors documentary evidence such as purchase order, mills certificate, bill of lading, delivery receipt, factory test certificate, type test report etc. from the independent laboratory accredited by ILAC/IAF or other reputed accreditation agencies of the core and winding materials to be used specifically for the manufacturing of Transformers under the subjected contract.

#### **9.6.2. Factory Acceptance Tests of Transformers**

- 9.6.2.1. The following Pre-Dispatch Factory Acceptance Test as per the governing standards shall be carried out at the finished stage i.e., transformers are fully assembled and are ready for dispatch.
  - a) Measurement of Winding Resistance (IEC 60076-1)
  - b) Measurement of Voltage Ratio and check of phase displacement (IEC 60076-1)
  - c) Measurement of Short-Circuit Impedance and Load Loss (IEC 60076-1)
  - d) Measurement of No-Load Loss and Current (IEC 60076-1)
  - e) Applied Voltage Test (IEC 60076-1 and IEC60076-3)
  - f) Induced voltage Withstand test (IEC 60076-1 and IEC60076-3)
  - g) Oil Dielectric Breakdown voltage test (IEC 60156)
- 9.6.2.2. These tests shall be at the place of the manufacturer's laboratory provided that the testing equipment is well calibrated by an ISO/IEC 17025 certified calibration laboratory. In absence of such calibration reports, the acceptance test shall be carried out in an ISO/IEC 17025 certified independent test laboratory accredited to ILAC/IAF at the cost of the Supplier/Manufacturer.
- 9.6.2.3. The acceptance tests shall be carried out in a minimum of 2% quantity of the offered lot and the samples shall be selected at random from the offered lot.
- 9.6.2.4. In addition to the acceptance tests as per the applicable standards, the Purchaser's representative(s) shall also witness the following test on 1 (one) number of each type (rating) of transformer:
  - a) Temperature-rise test (IEC 60076-2)
  - b) Dimensional Verification

#### **9.6.3. Factory Acceptance Tests of MCCB**



9.6.3.1. The following Pre-Dispatch Factory Acceptance Test as per IEC 60947 shall be witnessed by the representatives of the Purchaser.

- a) Mechanical Operation Tests
- b) Dielectric Tests
- c) Verification of the calibration of releases
- d) Temperature Rise Test

9.6.3.2. The number of test samples to be selected by random sampling for acceptance inspection and testing shall be as indicated below:

SN	Number of Units	Number of Samples to be selected
1	Less than 100	5
2	100-500	15
3	500-1000	50
4	1000-1500	100
5	Above 1500	150

9.7. Type Test/ Acceptance Test/ Routine Tests and any other tests not covered as stated in different clauses of the specification but required as per relevant standards shall also to be carried out.

**9.8. Testing after Delivery of Goods:**

7.1.1 The Supplier shall carry out the following tests in a laboratory owned or nominated by the Purchaser after delivery to the final destination and it shall be the final test for acceptance of Transformers.

- a) Temperature rise test on at least one transformer of each rating.
- b) No Load Loss and Load Loss test on 100 (hundred) percent of transformers

7.1.2 Cost for such tests (per unit and respective ratings of distribution transformer) and other handling charges (if any) shall be included in the cost of transformers quoted in the Price Schedule and shall be paid by the Supplier.

7.1.3 The cost for testing at NEA laboratory shall be as published in the NEA Citizen Charter and shall prevail.

7.1.4 If any other tests are to be carried out, then their costs shall be paid by the Purchaser.

**9.9. Dispute about the quality of Goods:**

7.1.5 The purchaser has all the rights to conduct the test, including type tests, at his own cost by an independent agency whenever there is dispute regarding the quality of supply or interpretation of test results. In the event of failure of transformers in such tests, the expenses incurred in testing shall be in the supplier's account as already mentioned above in case of Testing after Delivery of Goods.

9.10. The Purchaser at its discretion can open one of the randomly selected Transformer from one or each rating to verify the internal details of the transformer like conductor

size, conductor material used, core lamination thickness etc. If there is any deviation found in the same from the approved technical data sheet and/or from the type tested design (within tolerance for dimensions as per IEC standards), the purchaser has the discretion to reject the entire lot of the transformers without any notice to manufacturers with financial implications entirely on manufacturer/supplier for replacement with a right material.

- 9.11. The Purchaser at its discretion may allow the Supplier/Manufacturer to carry out the tests without the presence of Purchaser's representatives.
- 9.12. The Purchaser shall have every right to appoint a third-party inspection to carry out the inspection process. All inspection charges shall be borne by the Purchaser.

## **10. Performance and Productivity of the Goods**

### **10.1. Capitalization of the Losses**

- 10.1.1.** The Bidder shall furnish guaranteed no load and full load loss value at rated full load capacity of the transformers along with the bid for all rating of Distribution Transformers. The transformer's no-load and load loss as per the respective type test report, shall not exceed the following prescribed values. If the guaranteed no load and load losses exceed the values prescribed below, the Bid shall be rejected.

SN.	Rating	No Load Loss at rated Voltage and at 75°C (watts)	Load Loss at rated full load current and at 75°C (watts)
1	100 kVA	220	1210
2	200 kVA	365	2100

- 10.1.2.** When evaluating the individual bid received from various Bidders, the loss of Distribution transformers shall be capitalized and evaluated Bid Price shall be calculated as below:

$$P_E = P_b + K_L L_L + K_{NL} L_{NL}$$

where,

$P_E$  Evaluated Bid Price.

$P_b$  Bid Price

$K_{NL}$  Value of No-Load Loss

$K_L$  Value of Load Loss

$L_L$  Guaranteed Load Losses at Rated Current.

$L_{NL}$  Guaranteed No-Load Losses.

- 10.1.3.** The Transformer No Load and Load Loss capitalization rate shall be:

$K_{NL}$  Value of No-Load Loss      USD 5,670/kW

$K_L$  Value of Load Loss      USD 2,210/kW

- 10.1.4.** During loss capitalization, no tolerance shall be permitted for the guaranteed value.
- 10.1.5.** After receipt of goods at the delivery point and during warranty period, the Purchaser reserves the right to conduct any kind of test on any transformers chosen by the Purchaser in the presence of Supplier's representative at

reputed national/international testing laboratory. The costs involved in organizing and conducting such tests shall be borne by the Purchaser.

## **10.2. Penalty for Non-performance**

- 10.2.1.** While testing at the Manufacturer's works if it is found that the actual measured losses are more than the values guaranteed by the bidder, the purchaser shall reject the complete lot.
- 10.2.2.** The Purchaser shall reject the entire lot during the test at Manufacturer's works, if the temperature rise exceeds the specified values.
- 10.2.3.** The Purchaser shall reject any transformer during the test at Manufacturer's work or Purchaser's Lab, if the impedance values differ from the guaranteed values including tolerance.
- 10.2.4.** If the No Load and Load loss Distribution transformers as measured during test at the site after delivery exceed the values guaranteed by the bidder, then for each kilowatt of losses in excess of the losses guaranteed, an amount at the rates of twice the rates specified above for no-load losses (i.e., USD 9368.00) and load-losses (i.e., USD 1236.00) shall be deducted from the Contract Price of the Supplier. No tolerance shall be permitted on the quoted guaranteed value while applying penalty for exceeded loss value.
- 10.2.5.** Any transformer shall be rejected if losses exceed the guaranteed value by an amount more than the following:
  - Total losses: 10%
  - Component Loss: 15% (unless the total loss exceeds 10%)
- 10.2.6.** During tests at the site after delivery, if the temperature rise exceeds the specified values, the transformer shall be rejected, and the temperature rise test will be performed on double the quantity of the transformers. If another transformer fails the test, then the whole lot shall be rejected.

## **11. Quality Assurance**

- 11.1.** The manufacturer shall possess valid ISO 9001:2015 Quality Management System Certificate with design and manufacture in scope of registration for the plant where the manufacture is done. The Bidder shall furnish a copy of the ISO certificate along with the offer.
- 11.2.** The following drawings for each kVA ratings with all dimensions shall be submitted by the bidder along with the bid:
  - (a) General dimensional drawings
  - (b) Core assembly drawing
  - (c) Internal construction drawing
  - (d) Rating & diagram
  - (e) Name plate drawing
  - (f) HV/LV bushings indicating measurement of creepage distances.
  - (g) Loss, flux density, heat dissipation calculation sheets.
  - (h) G.A. drawing of off-load tap changer.
  - (i) G.A. drawing of Enclosure.
- 11.3.** The bidder shall provide detailed calculations of No-load loss, full load losses along with dimensions of the core and conductor used. The bidder shall provide the details

of flux density, current density, core material, Loss/B-H Curve, percentage impedance, etc. The bidder/manufacturer shall also provide the heat dissipation calculation sheets. The manufacturer shall submit the detailed design along with the offer.

- 11.4. The manufacturers shall ensure proper quality control for the manufacture of goods. The manufacturer shall submit the Manufacture Quality Plan (MQP) along with the offer.
- 11.5. The bidder/manufacturer shall provide the design data and GTP along with the bid.
- 11.6. The Bidder shall provide a list of non-compliance (if any) with this specification, documenting the effects that such non-compliance is likely to have on the equipment's life and operating characteristics. Each non-compliance shall refer to the relevant clause of the specification.

## 12. Design data of the reference transformers and the proposed transformers

SN	Description	Design value of reference transformers	Design value of proposed transformers
1	Rating (kVA)		
2	Percentage Short Circuit Impedance		
3	No Load Loss (Watt)		
4	Rated Full Load Loss (Watt)		
5	Construction of Core		
6	HV winding made of		
7	LV windings made of		
8	Construction of HV windings		
9	Construction of LV windings		
10	Type of Core		
11	Thickness of core sheet		
12	Code of Core Sheet		
13	Losses of Core (Watt/kg)		
14	HV Current density (A/sq.mm.)		
15	HV Current density (A/sq.mm.)		
16	HV Axial Force		
17	HV Axial Stress		
18	HV Radial Force		
19	HV Radial Stress		
20	LV Axial Force		
21	LV Axial Stress		
22	LV Radial Force		
23	LV Radial Stress		
24	Same arrangement of main windings and geometrical sequence (Yes/No)		
25	Same clamping and supporting arrangement. (Yes/No)		
	<b>Note:</b> <ul style="list-style-type: none"> <li>– Please enclose the calculation sheet for #13 &amp; #14.</li> <li>– Please enclose the software calculation sheet for #15 to #22.</li> <li>– Please enclosed the detail drawing for #23 &amp; #24.</li> </ul>		

## 13. Schedule of Guaranteed Technical Particulars of Distribution Transformers

SN	Description	NEA Requirements	To be completed by bidder for each rating
1	Name of Manufacturer		
2	Address of Manufacturer		
3	Country of Origin		
4	Applicable Standards		
5	Type	Oil Immersed	

SN	Description	NEA Requirements	To be completed by bidder for each rating
6	Mounting	On Pole and on Platform	
7	Rated Power (kVA)		
8	Rated Primary Voltage (kV)	11	
9	Rated Secondary Voltage (V)	400	
10	Maximum System Voltage Primary (kV)	12	
11	Maximum System Voltage Secondary (V)	440	
12	Number of phases	Three	
13	Rated Frequency (Hz)	50	
14	Winding connections Primary	Delta	
15	Winding connections Secondary	Grd Wye	
16	Cooling System	ONAN	
17	Vector Group	Dyn11	
18	BIL for winding and bushings for primary side (kV)	75	
19	Power Frequency withstand voltage Primary, 50Hz, 60 Sec	28	
20	Power Frequency withstand voltage Secondary, 50Hz, 60 Sec	3	
21	Insulation levels	LI 75 AC 28/ AC 3	
22	Insulation Temperature Class	A	
23	Maximum allowable noise level at 3 metre hemispherical radius	<44dB	
24	No load tap changer	$\pm 2.5\%$ , $\pm 5\%$ on HV side	
25	Type of Bushing used		
26	Make of Bushing used		
27	Type and Thickness of Core Material		
28	Grade/Code of Core Material		
29	Type of HV Windings		
30	Type of LV Windings		
31	Winding Materials	E.C. grade Copper	
32	Type of insulation used for HV Winding		
33	Type of insulation used for LV Winding		
34	Magnetising current of HV at normal ratio (A)		
35	Magnetising current of LV at normal ratio (A)		
36	Maximum flux density in Cores at normal voltage and frequency based on the net section of iron (T)		
37	Maximum flux density in Yokes at normal voltage and frequency based on the net section of iron (T)		
38	Maximum current density in HV winding at rated power (A/sq.mm)		
39	Maximum current density in LV winding at rated power (A/sq.mm)		

SN	Description	NEA Requirements	To be completed by bidder for each rating
40	Guaranteed No load loss at normal voltage ratio and 75°C (Watt)		
41	Guaranteed Load loss at rated current and at 75°C (Watt)		
42	Regulation at 75 °C and rated power as a percentage of normal voltage at 1 pf (%)		
43	Regulation at 75 °C and rated power as a percentage of normal voltage at 0.8 pf (%)		
44	Impedance voltage at 75 °C and rated power at normal tapping (%)		
45	Impedance voltage at 75 °C and rated power at -5% tapping (%)		
46	Impedance voltage at 75 °C and rated power at +5 tapping (%)		
47	Load at which maximum efficiency will occur (kVA)		
48	Maximum Efficiency (%)		
49	Efficiency at 1 pf and 125% load and rated current (%)		
50	Efficiency at 1 pf and 100% load and rated current (%)		
51	Efficiency at 1 pf and 75% load and rated current (%)		
52	Efficiency at 1 pf and 50% load and rated current (%)		
53	Efficiency at 1 pf and 25% load and rated current (%)		
54	Temperature rise at rated kVA by thermometer in oil (°C)		
55	Temperature rise at rated kVA by resistance of windings (°C)		
56	Per phase resistance of HV winding at 75 °C		
57	phase resistance of LV winding at 75 °C		
58	Permissible overload (%)		
59	Type of Oil preservation system		
60	Total volume of transformer insulating oil at 20 °C (litre)		
61	Effective expansion capacity of conservator in litre as well as percentage		
62	No of radiators per transformer (No.)		
63	No of fins per radiator (No.)		
64	Width of each radiator fin (mm)		
65	Thickness of radiator (mm)		
66	Tank Sheet Thickness (sides x bottom x top) (mm)		
67	Tank dimensions (mm)		
68	Approximate weight of core (kg)		
69	Approximate weight of winding (kg)		
70	Approximate weight of tank and fittings (kg)		
71	Approximate weight of oil (kg)		
72	Approximate total weight (kg)		
73	Approximate overall dimensions including fittings (mm)		
74	Accessories Listed Below furnished? (Yes/No)		
74.1	Name plate with connection diagram		
74.2	HV and LV bushings, with terminal connectors		

SN	Description	NEA Requirements	To be completed by bidder for each rating
74.3	Arching Horns on HV bushings		
74.4	Bird guard cap (bushing cover) of ultra-violet and track resistant material		
74.5	Tap changer		
74.6	Liquid level gauge (magnetic type, readable from the ground level)		
74.7	Lifting Lug		
74.8	Oil drain valve with plug or cap, installed at the lower part of the tank		
74.9	Sludge drain plug, installed at the bottom of the tank.		
74.10	Earthing terminal for surge arrester		
74.11	Tank grounding terminal connector		
74.12	Pressure relief device (resetable explosion-vent type)		
74.13	Oil conservator with dehydrating breather and oil level gauge.		
74.14	Other necessary accessories according to manufacturer's design		

#### 14. Schedule of Guaranteed Technical Particulars of Moulded Case Circuit Breakers

SN	Description	NEA Requirements	To be completed by bidder for each rating
1	Name of Manufacturer		
2	Address of Manufacturer		
3	Country of Origin		
4	Applicable Standards	IEC 60947	
5	Model Offered		
6	Type of MCCB		
7	Number of Poles	3	
8	Rated Frequency	50Hz	
9	Rated Operational Voltage (Ue)	400/230V	
10	Rated Insulation Voltage (Ui)	800V	
11	Impulse withstand voltage (Uimp)	8kV	
12	Continuous Current Rating (In)	As per SoR	
13	Ultimate Short Circuit Breaking Capacity (Icu) (up to 100 A)	25kA	
14	Ultimate Short Circuit Breaking Capacity (Icu) (above 100 A)	50kA	
15	Operating Short Circuit Breaking Capacity (Icu) (above 100 A)	50% of Icu	
16	Utilization Category	A	
17	Rated duty	Uninterrupted	
18	Trip device	ETU/TMTU	
19	Rated current adjustment	(0.8-1) In	

SN	Description	NEA Requirements	To be completed by bidder for each rating
20	Instant opening current adjustment	10 x In	
21	Mechanical Life Operation	>15000	
22	Electrical Life Operation	>10000	
23	Line load reversibility features	Yes	
24	Interrupting Capability	IEC Category P2	
25	Thermal Rating declared at 50 deg C	Yes	
26	Operating Range	-5 to 55 deg. C	
27	Creepage distance suitable for	Pollution Degree 3 and suitable for isolation	
28	Suitable for isolation	Yes	
29	Trip Characteristics	inverse time and instantaneous	
30	Dimensions (lxbxh) (mm)		
31	Weight (kg)		
32	Universal Accessory Fitting	Yes	
33	Accessories Listed Below furnished? (Yes/No)		
33.1	Name plate as per the standards		
33.2	Rotary Operating Handle (Extended for >200A)		
33.3	Suitable Extended Terminals		
33.4	Phase Barriers		
33.5	Mounting Screws		

### 15. Schedule of Guaranteed Technical Particulars of Low Voltage Distribution Board

SN	Description	NEA Requirements	To be completed by bidder for each rating
1	Name of Manufacturer		
2	Address of Manufacturer		
3	Country of Origin		
4	Applicable Standards for fabrication, manufacturing, and testing		
5	Model Offered		
6	Type	Outdoor	
7	Mounting	On Pole	
8	Rated Power to be used for transformer (kVA)		
9	Rated Voltage (kV)		
10	Maximum System Voltage (V)		

<b>SN</b>	<b>Description</b>	<b>NEA Requirements</b>	<b>To be completed by bidder for each rating</b>
11	Number of phases	Three	
12	Rated Frequency (Hz)	50	
13	Ingress Protection	IP55	
14	Number of MCCBs		
15	Ratings of MCCBs used		
16	Size of Busbar		
17	Material of Busbar		
18	Size of Cable Entrance		
19	Construction Material of of Enclosure		
20	Thickness of Material		
21	Grade of Material		
22	Color of Distribution Box		
23	Number and Type of Hinges		
24	Number and Type of Locking arrangements		
25	Dimensions (lxbxh) (mm)		
26	Weight (kg)		
27	Danger Plate (Yes/No)	Yes	
28	Name Plate Marking details		

#### **16. Non-Compliance Schedule (if any)**

- 16.1. If there is any non-compliance with the technical specifications, the bidder shall provide a list of non-compliances with the specific specification clause, documenting the effects that such non-compliance is likely to have on the equipment's life and operating characteristics.

<b>S.N.</b>	<b>Clause No.</b>	<b>Details of non-compliance with justifications</b>

## **Section VI. General Conditions of Contract**

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## **Section VI. General Conditions of Contract**

### **1. Definitions**

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and includes the legal successors or permitted assigns of the Supplier.
- (o) “GoN” means the Government of Nepal.

(p) “The Site,” where applicable, means the place named in the SCC.

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**3. Fraud and Corruption**

3.1. If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply.

For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

(ii) “fraudulent practice”<sup>6</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) “collusive practice”<sup>7</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(iv) “coercive practice”<sup>8</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.

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<sup>6</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>7</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>8</sup> a “party” refers to a participant in the procurement process or contract execution.

3.2. Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

- (a) if it is established that the Supplier committed acts specified in ITB 3.2,
- (b) if it is established later that the Bidder has committed a substantial defect in the implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

3.3. Incase of DP funded bid, DP:

- (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.
- (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

#### **4. Interpretation**

4.1 If the context requires it, singular means plural and vice versa.

4.2 Incoterms

1.1. The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

1.2. EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce on the date of the Invitation for Bids or **as specified in the SCC**.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

6.2 The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.

**7. Notices**

5.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**.

- The term “in writing” means communicated in written form with proof of receipt.
- 5.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 8. Governing Law** 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
- 9. Settlement of Disputes** 9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.
- 10. Scope of Supply** 10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
- 10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 11. Delivery** 11.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are **specified in the SCC**.
- 12. Supplier’s Responsibilities** 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
- 13. Purchaser’s Responsibilities** 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so, required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.
- 14. Contract Price** 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary

from the prices quoted by the Supplier in its bid, except for any price adjustments authorized in the SCC.

## **15. Terms of Payment**

- 15.1 The Contract Price shall be paid **as specified in SCC**.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11.1 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Contractor the proportion stated in the SCC. Half of the total amount retained shall be repaid to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations and half when the supplier has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.
- 15.4 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 15.5 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.
- 15.6 If the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.

## **16. Taxes and Duties**

- 16.1 For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal.
- 16.2 For goods supplied from within Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.
- 16.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **17. Performance Security**

- 17.1 The Supplier shall, within fifteen (15) days of receipt of notification of the Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

## **18. Copyright**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **19. Confidential Information**

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract.
- b) now or hereafter enters the public domain through no fault of that party.
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **20. Subcontracting**

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.

## **21. Specifications and Standards**

21.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

## **22. Packing and Documents**

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

- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 23. Insurance** 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 24. Transportation** 24.1 Obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.
- 25. Inspections and Tests** 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in

respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fails to pass any test and/or inspection or does not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **26. Liquidated Damages**

- 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

## **27. Warranty**

- 27.1 The Supplier 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.
- 27.2 Subject to GCC Sub-Clause 21.1, 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 Nepal.
- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 27.4 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 opportunities for the Supplier to inspect such defects.
- 27.5 Upon receipt of this Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair, or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, 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.

**28. Patent  
Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, provide all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright,

or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

29.1 Except in cases of gross negligence or willful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**30. Change in Laws and Regulations**

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

**31. Force Majeure**

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event.

**32. Change Orders and Contract Amendments**

- 32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.
  - (b) the method of shipment or packing.
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**33. Extensions of Time**

- 33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty-one (21) days before the expiry of procurement contract, 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.
- 33.2 Except in case of Force Majeure, as provided under GCC Clause 31, 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 pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**34. Termination**

- 34.1 Termination for Default
- (a) 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 pursuant to GCC Clause 33.

- (ii) if the Supplier fails to perform any other obligation under the Contract.
- (iii) The supplier uses the advance payment for matters other than the contractual obligations.
- (iv) The purchaser may terminate the contract at any time in the following condition.
  - (a) does not commence the work as per the contract,
  - (b) abandons the contract without completing,
  - (c) fails to achieve progress as per the contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to pay to the Purchaser for any whole costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

#### 34.2 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 an 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.

#### 34.3 Termination for Convenience

- (a) The Purchaser, by written 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.
- (b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) To have any portion completed and delivered at the Contract terms and prices; and/or

- (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**35. Assignment**

- 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- GCC 1.1(i)** The Purchaser's country is *Nepal*
- GCC 1.1 (j)** The Purchaser is: *Distribution and Consumer Services Directorate, Nepal Electricity Authority (NEA)*
- GCC 1.1 (p)** The Site is: **Central Store, Hetauda**
- GCC 4.2 (b)** The version of Incoterms shall be: **2020**
- GCC 5.1** The language shall be English
- GCC 7.1** **For notices, the Purchaser's address shall be:**  
Attention: The Chief, Procurement Management Division  
Name of the Purchaser: Distribution and Consumer Services Directorate,  
Nepal Electricity Authority  
Address: Durbar Marg, Kathmandu  
Country: Nepal  
Telephone: + 977 (01) 4153152  
Email: mmd@nea.org.np  
For **notices**, the Suppliers's address shall be: *[insert full name and address of Suppliers including telephone number, and electronic mail address (if applicable)]*  
Name of the Supplier:  
Address of the Supplier:  
Telephone number:  
E-mail Address:
- GCC 9.2** In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at ***Kathmandu.***
- GCC 10.1** The Scope of Supply shall be defined in: ***Section V, Schedule of Requirements.***
- GCC 11.1** Details of shipping and documents to be furnished by the Supplier shall be:  
**For Goods supplied from abroad as per Incoterms CIP:**  
Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:  
a) Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount.

- b) Original and **one** copy of the negotiable, clean, on-board Bill Of Lading marked “FREIGHT PREPAID” and one copy of non-negotiable bill of lading.
- c) Packing List identifying the contents of each package.
- d) Insurance Certificate.
- e) Manufacturers or Supplier’s Warranty Certificate.
- f) Certificate of Origin.
- g) Factory Acceptance Test Reports and Dispatch Authorization issued by the nominated inspectors/agency, and

The Purchaser shall receive the above documents at least one week before the arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

**For Goods from within the Purchaser’s country as per Incoterm EXW:**

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:

- a) Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount.
- b) Delivery note, railway receipt, or truck receipt.
- c) Packing List indentifying the contents of each package.
- d) Insurance Certificate.
- e) Manufacturers or Supplier’s Warranty Certificate.
- f) Certificate of Origin; and
- g) Factory Acceptance Test Reports and Dispatch Authorization issued by the nominated inspectors/agency, and

The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

**GCC 14.2**

The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.

**GCC 15.1**

The terms of payment to be made to the Supplier under the contract shall be as follows:

1. The payment shall be made:
  - (a) through an irrevocable confirmed letter of credit opened in favour of the Supplier and/or
  - (b) through accounts division/unit of the Purchaser as per Clause of Payment under Local Currency protion
2. Payments shall be made in the following manner:
  - i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid for contract execution period plus thirty days in the form provided in the bidding documents or another form acceptable to the Purchaser in two stages.

Five (5) percent of which shall be paid after the submission of the bank guarantee and next five (5) percent will be paid after the

submission and approval of the drawings, technical datasheet, catalog of the goods to be supplied as per technical specifications and Proforma Invoice (PI).

Should the supplier fail to claim the advance payment amount within 14 days of signing of contract, 10% of contract value will be paid after all the goods are delivered to and accepted by the Purchaser.

ii) **On Delivery:** Seventy (70) percent of the Contract Price of the Goods delivered shall be paid upon submission of following documents:

- a) Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount.
- b) Original and one copy of the negotiable, clean, on-board Bill of Lading marked "FREIGHT PREPAID" and one copy of non-negotiable bill of lading.
- c) Packing list identifying contents of each package
- d) Delivery Note, Truck/Airway/Railway Receipt
- e) Insurance Certificate
- f) Manufacturers or Supplier's Warranty Certificate
- g) Certificate of origin.
- h) Factory Acceptance Test Reports and Dispatch Authorization issued by the nominated inspectors/agency.
- i) Goods Received Note by the NEA's store at the place of delivery.

iii) **On Acceptance:** Fifteen (15) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the pre dispatch inspection test report & acceptance test report issued by the Purchaser.

After carrying out physical verification at NEA Store and/or post-dispatch tests in presence of authorized representative of the Supplier, if the goods are found in compliance with the technical specification of the Contract to the inspector's satisfaction, the acceptance certificate shall be issued.

- iv) **Five (5) percent** will be withheld as retention which will be paid after the warranty period. No any further claim shall be made by the Supplier after payment of the retention amount.
- v) The **Tax Deduction at Source (TDS)** shall be applicable on payments as per prevailing rules in Nepal.
- vi) Applicable taxes on total invoice amount shall be deducted during the payment of 70%.

Payment of local currency portion shall be made in NPR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**GCC 15.3**

The proportion of payments retained is: **5 (five)) percent**

**GCC 15.5**

**The currencies for payments shall be in the quoted currency/ies of the contract**



- GCC 15.6** The interest rate that shall be applied for payment delay is **0%**
- GCC 17.1** The Supplier shall provide a Performance Security as follows:
- I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
  - II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:  
**Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.**  
 The Bid Price and Cost Estimate shall be exclusive of Value Added Tax. The Performance Security shall be valid for the period of ***contract execution and warranty period plus thirty days.***  
 The performance security shall be forfeited in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.
- GCC 17.3** **The types of acceptable Performance Securities are** A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or commercial bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms. Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.
- GCC 22.2** The packing, marking, and documentation within and outside the packages shall be ***as per Schedule of Requirements***
- GCC 23.1** The insurance coverage shall be in accordance with:  
***The Supplier must insure the Goods in an amount equal to 110 percent of the CIP or EXW price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks, Arson and Strikes in the quoted currency/ies***
- GCC 25.2** Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:  
**Goods:** As mentioned in Schedule of Requirements  
**Type of Test:** As mentioned in Schedule of Requirements  
**Time:** Before Shipment or delivery of Goods  
**Place:** Third Party Laboratory/ Manufacturer’s Laboratory
- GCC 26.1** The applicable rate of liquidated damages shall be ***0.05 percent of the Contract Price per day***

**GCC 26.1** The maximum amount of liquidated damages shall be: ***ten (10) percent of the Contract Price.***

The contract shall be terminated, if liquidated damages exceed 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.

**GCC 27.3** The period of validity of the Warranty shall be: ***Twenty-Four months after the complete delivery and acceptance of goods.***

For the purposes of the Warranty, the place of final destination shall be: ***Different Provisional and Divisional Offices of NEA***

**GCC 27.5 & 27.6** The Supplier shall correct any defects covered by the Warranty within ***60 days*** of being notified by the Purchaser of the occurrence of such defects.

## **Section VIII. Contract Forms**

### **Table of Forms**

Letter of Intent

Letter of Acceptance

Agreement Form

Performance Security

Advance Payment Security

## Letter of Intent

[on letterhead paper of the Purchaser]

..... date. ....

### Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

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

Subject: Issuance of letter of intent to award the contract

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

Authorized Signature: .....

Name: .....

Title: .....

### CC:

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



## Letter of Acceptance

[on letterhead paper of the Purchaser]

..... date. ....

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

Subject: .Notification of Award

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

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

The amount of performance security shall be NRs..... [Insert amount] and validity period of performance security shall be ..... [insert validity period].

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

Authorized Signature: .....

**Name and Title of Signatory:**



## Agreement Form

THIS AGREEMENT made on the *[insert number]* day of *[insert month]*, *[insert year]*, between *[insert complete name of Purchaser]* of *[insert complete address of Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of Supplier]* of *[insert complete address of Supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs ..... *[insert amount of contract price in words and figures including taxes]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Purchaser’s Notification to the Supplier of Award of Contract.
  - (b) the Bid Submission Form and the Price Schedules submitted by the Supplier.
  - (c) the Special Conditions of Contract.
  - (d) the General Conditions of Contract.
  - (e) the Schedule of Requirements; and
  - (f) *[indicate any other documents required as appropriate]*

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the Supplier]* (for the Supplier)

## Performance Security

*[insert complete name and number of Contract]*

To: *[insert complete name of Purchaser]*

WHEREAS *[insert complete name of Supplier]* (hereinafter “the Supplier”) has received the notification of award for the execution of *[insert identification number and name of contract]* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert day, month, year]*.

Name: *[insert complete name of person signing the Security]*

In the capacity of: *[insert legal capacity of person signing the Security]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the security for and on behalf of: *[insert seal and complete name of Guarantor]*

Date: *[insert date of signing]*

## **Advance Payment Security**

*[insert complete name and number of Contract]*

To: *[insert complete name of Purchaser]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until *[(insert day, month, year) Contract completion date may be a basis for this date]*.

Name: *[insert complete name of person signing the Security]*

In the capacity of: *[insert legal capacity of person signing the Security]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the security for and on behalf of: *[insert seal and complete name of Guarantor]*

Date: *[insert date of signing]*

# SECTION-VI

## Bill of Quantities

Notes for Unit Rate Contracts :

### Objectives

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

### Content

The Bill of Quantities should be divided generally into the following sections:

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (c) Day works Schedule;
- d) Provisional Sums; and
- (d) Summary.

### Preamble

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works.

### Work Items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities.

### Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

### Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

### Summary

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Bidding documents. They should not be included in the final documents.

# Bill of Quantities

Total of Procument Items	
Total Item Price	
VAT	
Grand Total	