

# NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

## Transmission Directorate



### NEPAL-INDIA ELECTRICITY TRANSMISSION AND TRADE PROJECT

#### **Bidding Document For Supply of ACSR MOOSE Conductor**

#### **International Competitive Bidding (ICB) IFB No. NIETTP/G/ICB/COND/75/76-1**

**Issued on:**

**Bid Document issued to:**

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Nepal India Electricity Transmission and Trade Project  
Transmission Directorate  
Nepal Electricity Authority  
Kharipati, Bhaktapur, Nepal

Financing Agency: Government Budget

**May 2019**



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# 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 .....	Government of Nepal
ICC.....	International Chamber of Commerce
IFB .....	Invitation for Bids
Incoterms.....	International Commercial Terms
ITB .....	Instructions to Bidders
LGRS .....	List of Goods and Related Services
PAN .....	Permanent Account Number
PPMO .....	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SS .....	Schedule of Supply
TS.....	Technical Specifications
UNCITRAL .....	United Nations Commission on International Trade Law
VAT .....	Value Added Tax



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# Table of Contents

## Invitation for Bids

### PART 1 – Bidding Procedures

Section I.	Instructions to Bidders .....	1-1
Section II.	Bid Data Sheet .....	2-1
Section III.	Evaluation and Qualification Criteria .....	3-1
Section IV.	Bidding Forms .....	4-1

### PART 2 – Supply Requirements

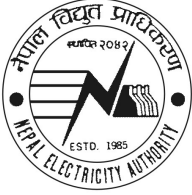
Section V.	Schedule of Supply .....	5-1
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### PART 3 – Conditions of Contract and Contract Forms

Section VI.	General Conditions of Contract .....	6-1
Section VII.	Special Conditions of Contract .....	7-1
Section VIII.	Contract Forms .....	8-1



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**Nepal Electricity Authority**  
**Transmission Directorate**  
**Nepal-India Electricity Transmission and Trade Project**

**Invitation for Bids (ICB)**  
**for the Supply of ACSR MOOSE Conductor**  
Contract Identification No: NIETTP/G/ICB/COND/75/76-1  
Date of publication: 2075/1/24 (May 7, 2019)

1. Nepal Electricity Authority invites electronic bids from eligible bidders for the Supply of ACSR MOOSE Conductor under International Competitive Bidding procedures.
2. Eligible Bidders may obtain further information and inspect the bidding documents at the address below during office hours Sunday to Friday or may visit PPMO website [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp).
3. Bidding document may be purchased online on or before June 20, 2019 and can be downloaded from PPMO e-GP system: [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp).  
Interested bidders shall register in the e-GP system and deposit the cost of bidding document amounting a non-refundable fee of NRs. 22,600.00 (or equivalent amount in US\$ as per exchange rate prevail as on date of publication of Invitation for Bids) in the following bank account.  
Name of the Bank: Laxmi Bank Ltd, Hattisar, Kathmandu  
Name of the Account: Hetauda-Dhalkebar-Duhabi 400 kV-NEA  
Account No.: 00051040015275
4. Pre-bid meeting shall be held at Nepal-India Electricity Transmission & Trade Project office at Kharipati, Bhaktapur, Nepal at 12:00 PM on May 21, 2019.
5. Interested Bidders shall submit the electronic Bids through PPMO website [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) on or before 12:00 hours on June 21, 2019.
6. Bids shall be opened in the presence of Bidders' representatives who choose to attend 13:00 hours on June 21, 2019 at the address below. Bids must be valid for a period of 120 days counting from the day of bid opening and must be accompanied by scanned copy of the bid security in pdf format, amounting to NRs. 50 million (or equivalent amount in US\$ as per exchange rate prevail as on date of publication of Invitation for Bids), which shall be valid for minimum 30 days beyond the bid validity period (i.e November 17, 2019).
7. In the comparison of Bids, Domestic Preference Scheme will not be applied in accordance with the provisions stipulated in the instruction to Bidders.
8. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
9. NEA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for NEA's action.

The address referred to above is:

**The Project Manager**  
**Nepal-India Electricity Transmission and Trade Project**  
Transmission Directorate  
Nepal Electricity Authority  
Kharipati, Bhaktapur, Nepal  
Telephone: +977 1 6616932  
Electronic mail address: [mahators.nea@gmail.com](mailto:mahators.nea@gmail.com)



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# Section I. Instructions to Bidders



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# Section I. Instructions to Bidders

## Table of Contents

<b>A. General.....</b>	<b>1-8</b>
1. Scope of Bid.....	1-8
2. Source of Funds .....	1-8
3. Fraud and Corruption.....	1-9
4. Eligible Bidders .....	1-11
5. Eligible Goods and Related Services .....	1-13
6. Site Visit.....	1-13
<b>B. Contents of Bidding Document.....</b>	<b>1-14</b>
7 Sections of the Bidding Document .....	1-14
8 Clarification of Bidding Document/Pre-Bid Meeting .....	1-15
9 Amendment of Bidding Document.....	1-15
<b>C. Preparation of Bids.....</b>	<b>1-15</b>
10. Cost of Bidding.....	1-15
11. Language of Bid.....	1-15
12. Documents Comprising the Bid.....	1-16
13. Bid Submission Sheet and Price Schedules .....	1-16
14. Alternative Bids .....	1-16
15. Bid Prices and Discounts .....	1-16
16. Currencies of Bid .....	1-19
17. Documents Establishing the Eligibility of the Bidder .....	1-20
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document.....	1-20
19. Documents Establishing the Qualifications of the Bidder .....	1-21
20. Period of Validity of Bids.....	1-22
21. Bid Security .....	1-22
22. Format and Signing of Bid.....	1-24
<b>D. Submission and Opening of Bids.....</b>	<b>1-24</b>
23. Sealing and Marking of Bids .....	1-24
24. Deadline for Submission of Bids .....	1-25
25. Late Bids .....	1-25
26. Withdrawal and Modification of Bids .....	1-25
27. Bid Opening.....	1-26



10/10/2020

<b>E.</b>	<b>Evaluation and Comparison of Bids.....</b>	<b>1-27</b>
28.	Confidentiality.....	1-27
29.	Clarification of Bids .....	1-28
30.	Deviations, Reservations, and Omissions .....	1-28
31.	Determination of Responsiveness .....	1-28
32.	Nonmaterial Nonconformi-ties.....	1-29
33.	Correction of Arithmetical Errors .....	1-29
34.	Conversion to Single Currency .....	1-30
35.	Margin of Preference.....	1-30
36.	Evaluation of Bids .....	1-30
37.	Comparison of Bids.....	1-32
38.	Post-qualification of the Bidder .....	1-32
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	1-32
<b>F.</b>	<b>Award of Contract.....</b>	<b>1-32</b>
40.	Award Criteria.....	1-32
41.	Purchaser's Right to Vary Quantities at Time of Award .....	1-32
42.	Notification of Intention to Award.....	1-32
43.	Performance Security .....	1-33
44.	Signing of Contract .....	1-33
45.	Complaint and Review .....	1-34
46.	Provision of PPA and PPR .....	1-35



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## Section I. Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 The Purchaser **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 Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the **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 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.  
  
Or  
  
GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency **indicated in the BDS** plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 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.



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### 3. Fraud and Corruption

3.1 The Government of Nepal (GoN) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Purchaser;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (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:
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below.



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- (cc) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (dd) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

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

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

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



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

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

3.5 The 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.

3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.

- (a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.

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

4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) 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). 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.



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- 4.2 A Bidder shall not have a conflict of interest. All 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; or
  - (b) receive or have received any direct or indirect subsidy from any of them; or
  - (c) have the same legal representative for purposes of this Bid; or
  - (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; or
  - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which 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.
- 4.3 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.
- 4.4 Government-owned enterprises in Nepal shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.6 Firms shall be excluded in any of the cases, if



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

4.7 **DP Funded:** A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP.

4.8 Domestic Bidders shall be eligible only if the bidder has obtained Permanent Account Number (PAN), Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of income return **as stated in BDS** from the Inland Revenue office. Foreign Bidders shall be eligible only if the bidder submits 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.

## 5. Eligible Goods and Related Services

5.1 **DP Funded:** If so required in the **BDS**, all goods and related services to be supplied under the contract and financed by DP, shall have as their country of origin an eligible country of the DP.

5.1 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.

5.2 The origin of goods and services is distinct from the nationality of the Bidder.

## 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



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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 consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **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 Supply

#### **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 Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 7.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.



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- 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**. 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 a 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**
- 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



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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 the following:

- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses **13, 15, and 16**;
- (b) Bid Security, in accordance with ITB **21**;
- (c) alternative bids, if permissible, in accordance with ITB **14**;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB **22**;
- (e) **documentary** evidence in accordance with ITB **17** establishing the Bidder's eligibility to bid;
- (f) documentary evidence in accordance with ITB Clauses **18** and **31**, that the Goods and Related Services conform to the Bidding Document;
- (g) documentary evidence in accordance with ITB **19** establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (h) any other document **required in the BDS**.

**13. Bid  
Submission  
Sheet and  
Price  
Schedules**

13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in **Section IV, Bidding Forms**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit 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 Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

15.2 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 **32.3**



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- 15.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 15.5 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, at the date of the Invitation for Bids or **as specified in the BDS.**
- 15.6 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:

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; and
- (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**

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



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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 FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;

(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; and
- (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**.
- (d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination,



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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.:

15.7 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. 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.

15.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB **15.4**, provided the 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



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expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.

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| <p><b>17. Documents Establishing the Eligibility of the Bidder</b></p>  | <p>17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <ul style="list-style-type: none"> <li>(a) complete the eligibility declarations in the Bid Submission Sheet, included in <b>Section IV, Bidding Forms</b>; and</li> <li>(b) if the Bidder is an existing or intended JV in accordance with <b>ITB 4.1</b>, 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.</li> </ul> <p>17.2 Bidders, applying for eligibility for domestic preference as indicated in ITB 35 shall submit the certification of country of origin issued by authorized agency to satisfy the offered goods are produced in Nepal as described in section III, Evaluation and Qualification Criteria.</p>   |
| <p><b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b></p> | <p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in <b>Section V, Schedule of Supply</b>.</p> <p>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 <b>Section V, Schedule of Supply</b>.</p> <p>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 <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.</p> <p>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Supply, are</p> |



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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 Supply**.

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

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in **Section III, Evaluation and Qualification Criteria**.
- 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 the country 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:
- Name and address of the Agent/Representative,
  - The Agent/Representative providing type of services,
  - Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,
  - Other agreement with Agent/Representative, if any,
  - 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:
  - Source of information about tender invitation,



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- g. 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,
- h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,
- i. 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. 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.

## 21. Bid Security

- 21.1 Unless otherwise ***specified in the BDS***, the Bidder shall furnish as part of its bid, in original form, a Bid Security ***as specified in the BDS***.
- 21.2 If a bid security is specified pursuant to **ITB 21.1**, the bid security shall be in any of the following forms at the Bidder's option:
- (a) **original copy of an unconditional bank guarantee from reputed commercial foreign bank or;**



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- (b) **original copy of an unconditional bank guarantee from "A" class commercial bank in Nepal or;**
- (c) **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 using the Bid Security Form included in **Section IV, Bidding Forms**. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

A bid security issued by foreign bank must be counter – guaranteed by an "A" class commercial bank in Nepal acceptable to the Purchaser.

- 21.3 If a bid Security is required in accordance with **ITB 21.1**, any Bid not accompanied by an enforceable and 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 furnishing of the signed Contract Agreement and the Performance Security pursuant to **ITB 43**.
- 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 signed the Contract Agreement and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
  - (a) If a Bidder requests for withdrawal or modification of its bid as against of the ITB clause 26.3 during the period of bid validity specified by the Bidder on the Bid submission form except as provided in **ITB 20.2**
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with **ITB 44**; or



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- (ii) furnish a Performance Security in accordance with ITB 43.

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.

## 22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number *specified in the BDS* and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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 be attached with 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. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand or by courier. When so *specified in the BDS*, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures *specified in the BDS*.

23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 and 23.4.

23.3 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1;



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- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the **BDS**; and
  - (d) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING", in accordance with ITB 27.1.
- 23.4 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.
- 25. Late Bids**

  - 25.1 The Purchaser shall not consider any Bid 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 and 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. Procedures for withdrawal or modification of submitted bids are as follows:
    - (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 20.2 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 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and
        - (bb) received by the Employer 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB



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## ii) E-submitted bids.

- (a) 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 able to submit another bid for the same bid.

26.2 Bids requested to be withdrawn in accordance with ITB **26.1** shall be returned unopened to the Bidders.

26.3 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.

26.4 Sealed envelope pursuant to ITB **26.1** shall be opened only on the date and time of opening of bid.

## 27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time **specified in the BDS**. The Purchaser shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee.

Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.

27.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for "WITHDRAWAL", or "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



10/11/2018

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.

- 27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers 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.
- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; 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 on line when electronic bidding is permitted. The Bidders’ representatives who are present shall also be requested to sign an attendance sheet.

## **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 44. 2.



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- 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 Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a 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 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 **33**.
- 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. Determination of Responsiveness**
- 31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (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 Supply**; or



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- (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.
- 31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of **Section V, Schedule of Supply** have been met without any material deviation or reservation.
- 32. Non-material Non-conformities**
  - 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.
  - 32.2 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 nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
  - 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material nonconformities 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**.
  - 32.4 If minor differences are found such as in technical specification, description, feature which do 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.
  - 32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of minor differences pursuant to ITB 32.4, such bid shall be considered ineffective in substance and shall not be considered for evaluation.
- 33. Correction of Arithmetical Errors**
  - 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:



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- (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 words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

**34. Conversion to Single Currency**

34.1 For evaluation and comparison purposes, the price quoted in different currency(ies) of the bid shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the date of bid opening.

**35. Domestic Preference**

35.1 Unless otherwise **specified in the BDS**, domestic preference shall be a factor in bid evaluation.

**36. Evaluation of Bids**

36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a 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.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; the bid price as quoted in accordance with ITB **15**;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB **33.1**;



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- (c) price adjustment due to discounts offered in accordance with ITB **15.4**; and
  - (d) price 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 Evaluation and Qualification Criteria**.
  - (e) price adjustment due to the application of a margin of preference in accordance with ITB clause **35**.
- 36.4 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.
- 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-



evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

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| <b>37. Comparison of Bids</b>   | 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB <b>36</b> .  |
| <b>38. Post-qualification of the Bidder</b>                                   | <p>38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.</p> <p>38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB <b>19</b>.</p> <p>38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p> |
| <b>39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.  |

## F. Award of Contract

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| <b>40. Award Criteria</b>  | 40.1 The Purchaser shall select for awarding 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.  |
| <b>41. Purchaser's Right to Vary Quantities at Time of Award</b> | 41.1 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 <b>Section V, Schedule of Supply</b> , provided this does not exceed the percentages <b>indicated in the BDS</b> , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| <b>42. Notification of Intention to Award</b>                    | 42.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB <b>40.1</b> within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and the information regarding name, address  |



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and bid amount of the selected bidder shall be given to all other bidders using the “Letter of Intention” form included in Section VIII. **Contract Forms**

- 42.2 If no bidder submits an application pursuant to ITB 45.1 within a period of seven days of providing the notice under ITB 42.1, the Purchaser shall accept the bid selected in accordance with ITB 40.1 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.
- 42.3 If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.

#### 43. Performance Security

- 43.1 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, using for that purpose the Performance Security Form included in Section VIII, 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 less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:

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

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

- 43.2 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. In that event the Purchaser may 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.

#### 44. Signing of Contract

- 44.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 43.
- 44.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement 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, the



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contract award results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.

- 44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB 42.2, requests in writing the grounds on which its bid was not selected.

#### 45. Complaint and Review

- 45.1 If a Bidder,, is not satisfied with the procurement process or Client's decision provided as per ITB 42.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the Bidder may give an application for review of the decision to the Office Chief of the procuring entity (Purchaser) with reference to the error or breach of duty committed by the Client. The complaint application should be given within 7 days of receipt of the information regarding the issue of intention to accept letter by the Client. Application, for review of Client's decision, filed after the deadline shall not be processed
- 45.2 The Office chief of the Procuring Entity (Purchaser shall), within five (5) days after receiving the complaint application, give its decision with reasons, in writing pursuant to ITB 45.1:
- (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
  - (b) whether or not to reject a complaint application.
- 45.3 If the Bidder, who has submitted the complaint application, is not satisfied with the decision of the Office Chief in accordance with ITB 45.2, or the decision by the Office Chief is not given within five (5) days of receipt of the complaint application pursuant to ITB 45.1, then the applicant , within seven (7) days of receipt of such decision, may file an application with relevant supporting documents to the Public Procurement Review Committee of the GoN, stating the reason of its disagreement on the decision of the Office Chief provided that its bid amount is above the amount **specified in the BDS..** Together with the review application, the applicant shall furnish a guarantee, in the form of cash or Bank guarantee equivalent to zero point five percent (0.5%) of its quoted bid amount, with the validity period of at least ninety (90) days from the date of the filing of the review application.

- 45.4 Late application filed after the deadline pursuant to ITB **45.3** shall not be processed
- 45.5 The Public Procurement Review Committee, shall give its decision within 30 days after receiving the review application filed pursuant to ITB 45.3 on the basis of i) the information and comments received from the Purchaser, ii) evidence, documents submitted along with the application by the applicant ,and iii) information received on inquiring both the parties regarding the matter.
- 45.6 If the claim made by the Bidder pursuant to ITB **45.3** is justified, the Review Committee shall return the security deposit to the applicant, pursuant to ITB **45.3**, within seven (7) days of the Public Procurement Review Committee's decision.
- 45.7 If the claim made by the Bidder pursuant to ITB **45.3** is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB **45.3** shall be forfeited.

**46. Provision of  
PPA and PPR**

- 46.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provisions of this document shall be void to the extent of such inconstancy and the provisions of PPA and PPR shall prevail.



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## Section II. Bid Data Sheet



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## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	Name of the Purchaser: <b>Nepal Electricity Authority</b>
	Name and identification number of the contract: <b>Supply of ACSR MOOSE Conductor</b> <b>IFB No: NIETTP/G/ICB/COND/75/76-1</b>
	The number, identification and names of the lots comprising this contract: <b>IFB No: NIETTP/G/ICB/COND/75/76-1, Supply of ACSR MOOSE Conductor</b>
<b>ITB 2.1</b>	Name of the Project: <b>Nepal India Electricity Transmission and Trade Project</b> Name of the DP: <b>NA</b> Implementing Agency: <b>Nepal Electricity Authority</b> Funding : <b>GoN Funded</b>
<b>ITB 2.1</b>	Name of Contract/s: <b>IFB No: NIETTP/G/ICB/COND/75/76-1, Supply of ACSR MOOSE Conductor</b>
<b>ITB 4.3</b>	A list of debarred firms is available at <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a>



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<b>ITB 4.8</b>	<p>Tax clearance certificate or proof of submission of income return for 2074/75</p> <p>The foreign Bidder shall submit the following documents at the time of bid submission:</p> <ul style="list-style-type: none"> <li>• Legal and Business registration certificate of the Bidder, and of each joint-venture partners in the case of a joint venture, issued by the government of the country where the bidder or each joint venture partner is registered.</li> </ul> <p>The foreign Bidder shall declare to submit following documents at the time of contract agreement : Notarized Power of Attorney to sign the contract</p> <p>Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate at the time of bid submission.</p> <p>Further,</p> <p>In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement which is legally binding on all partners shall be submitted at the time of Bid Submission. However, in case bid submitted by a JV with letter of intent to form a Joint Venture is successful bid, the JV Agreement shall be signed as to be legally binding on all partners and submitted at the time of contract agreement.</p>
<b>ITB 5.1</b>	Bidders from the following countries are not eligible: <b>"Not Applicable"</b>
<b>B. Bidding Document</b>	
<b>ITB 8.1</b>	<p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p><b>Mr. Radhe Sharan Mahato,</b>  <b>Project Manager</b>  Nepal India Electricity Transmission and Trade Project  NEA Training Center, Kharipati, Bhaktapur, Nepal  Telephone: +977 1 6616932  Electronic Mail Address: mahators.nea@gmail.com</p>
<b>ITB 8.1</b>	The purchaser will respond in writing to any request for clarification provided that such request is received no later than <b>10</b> days prior to the deadline date for submission of bid.
<b>ITB 8.2</b>	<p>A Pre-Bid meeting "shall" take place at the following date, time and place":</p> <p><b>Place: NEA Training Center, Kharipati, Bhaktapur, Nepal</b>  <b>Date: May 21, 2019</b>  <b>Time: 12:00 hrs local time (NST)</b></p>
<b>C. Preparation of Bids</b>	

<b>ITB 11.1</b>	The language of the Bid is: English
<b>ITB 12.1 (h)</b>	The Bidder shall submit the following additional documents with its Bid: None
<b>ITB 14.1</b>	Alternative Bids “ <i>shall not be</i> ” permitted.
<b>ITB 15.5</b>	The Incoterms edition is: <i>Incoterms 2010</i>
<b>ITB 15.6 (b) i</b>	For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the following Incoterm:  CIP, Hetauda (Makwanpur), Bardibas (Mahottari) and Kanchanpur (Saptari), Nepal
<b>ITB 15.6 (b) ii and (c) (v)</b>	Final Destination (Project Site): Following are the Project Site for the supply of Goods:  1. Store of NEA contractor at Hetauda, Makwanpur  2. Store of NEA contractor at Bardibas, Mahottari  3. Store of NEA contractor at Kanchanpur, Saptari
<b>ITB 15.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Nepal shall be quoted: <b>NA</b>
<b>ITB 15.7</b>	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable.
<b>ITB 15.8</b>	Not Applicable
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>25 years</b>
<b>ITB 19.2</b>	Manufacturer’s authorization is: <b>Required</b>  When Manufacturer’s authorization letter is required:  A Manufacturer’s Authorization letter is required for all the items listed in Section V Schedule of Requirements  <b>Add following at the end of the paragraph:</b>  “the bidder shall offer entire quantity required for each item from one manufacture only”
<b>ITB 19.3</b>	After sales service is: <b>"not required"</b>
<b>ITB 20.1</b>	The bid validity period shall be <b>120</b> days.
<b>ITB 21.1</b>	The bidder shall furnish a bid security, from “A” class commercial bank with a minimum of <b>NRs. 50 Million</b> (or equivalent amount in US\$ as per exchange

	rate prevail as on date of publication of Invitation for Bids), which shall be valid for 30 days beyond the validity period of the bid.																				
ITB 21.2	<p>If the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, the bidder should submit the original copy of the guarantee along with the bid.</p> <p>Bid Security issued by foreign Bank must be counter– guaranteed by a "A" class commercial Bank in Nepal.</p>																				
<b>D. Submission and Opening of Bids</b>																					
ITB 22.1	In addition to the original of the Bid, the number of copies is: NA																				
ITB 23.1	Bidders <b>shall</b> submit their bid electronically. Bidders do not have option to submit their bids by mail or by hand or by courier.																				
ITB 23.1	<p>The electronic bid submission procedures shall be as follows:</p> <p>a) Interested bidders shall download the necessary part of bidding documents from E-procurement section of PPMO’s Web Site <a href="http://www.bolpatra.gov.np/egp">www.bolpatra.gov.np/egp</a>. The Bidder shall be required to deposit cost of bidding document as specified in Invitation for Bid (IFB). In addition, electronic scanned copy of the Bank Deposit Voucher in pdf format shall also be submitted along with the electronic bid files during electronic bid submission mandatorily.</p> <p>b) The Bidder shall fill up all the forms made available in Section IV and Section V after downloading bidding documents through website <a href="http://www.bolpatra.gov.np/egp">www.bolpatra.gov.np/egp</a>. The completed documents and forms shall be signed by the authorized representative of the Bidder with seal of the company. The Bidder shall then scan the completed original documents in PDF files with appropriate filename as mentioned in the table below.</p> <table><tr><th>S N</th><th>Document</th><th>PDF file name</th><th>Requirement</th><th>Remarks</th></tr><tr><td>1.</td><td>All the Bidding Forms including price schedules and bid security as of Section IV</td><td>Bidding form - 1</td><td>Mandatory</td><td></td></tr><tr><td>2</td><td>Schedule of Requirements including delivery/completion schedule</td><td>Delivery Schedule-2</td><td>Mandatory</td><td></td></tr><tr><td>3</td><td>Technical Specification and Data Sheet as per</td><td>TDS-3</td><td>Mandatory</td><td></td></tr></table>	S N	Document	PDF file name	Requirement	Remarks	1.	All the Bidding Forms including price schedules and bid security as of Section IV	Bidding form - 1	Mandatory		2	Schedule of Requirements including delivery/completion schedule	Delivery Schedule-2	Mandatory		3	Technical Specification and Data Sheet as per	TDS-3	Mandatory	
S N	Document	PDF file name	Requirement	Remarks																	
1.	All the Bidding Forms including price schedules and bid security as of Section IV	Bidding form - 1	Mandatory																		
2	Schedule of Requirements including delivery/completion schedule	Delivery Schedule-2	Mandatory																		
3	Technical Specification and Data Sheet as per	TDS-3	Mandatory																		



		Section V: Schedule of Requirements			
	4	Company/Firm registration certificates	Company Registration- 4	Mandatory	By all firms in case of a JV
	5	PAN & VAT registration certificates	PAN & VAT Registration- 5	Mandatory	By all firms in case of a JV
	6	Updated tax clearances certificate	Tax-6	Mandatory	By all firms in case of a JV
	7	Power of attorney of bid signatory	Power of Attorney - 7	Mandatory	
	8	Joint venture agreement or a letter of intent to form JV	JV doc – 8	Mandatory	If bid is submitted in JV
	9	Bank Deposit Voucher	Voucher - 9	Mandatory	
	10.	Financial Statements for Last Three Years	Financial Statement-10	Mandatory	By all firms in case of a JV
	11.	Qualification Information [All the Documents as specified under Section III. Evaluation and Qualification Criteria, a. Manufacturer's Authorization, b. End User Certificates c. ISO Certificate	Qualification-11	Mandatory	By all firms in case of a JV
	12.	Declaration Forms as per section IV, Bidding forms: a) Bidder Information Form, b) Joint Venture Partner Information Form, c) Financial Situation Form,	Declaration-12	Mandatory	

		d) Average Annual Turnover Form, e) Financial Resources Form, f) Pending Litigation Form g) Specific Experience Form				
	13.	Summary of Type Test as specified in Section V: Schedule of Requirements	Type Test-13	Mandatory		

Mandatory means all the mentioned files must be included in electronic bid submission. If the bidder did not submit electronically mandatory files, they shall be considered as non-responsive bidders.

c) For electronic bid submission, the Bidder shall first register in the e-Procurement section of PPMO's Web site [www.bolpatara.gov.np/egp](http://www.bolpatara.gov.np/egp).

d) The Bidder shall then prepare all the required bidding documents in PDF scan files as specified in S.N. (b) and shall upload the PDF bid files and submit his complete bid online through e-procurement section of PPMO's website [www.bolpatara.gov.np](http://www.bolpatara.gov.np) within the specified date and time.

e) The Bidder/Bid shall meet the following requirements and conditions for electronic bid submission:

- The electronically submitted bids must be readable through open standards interfaces. Unreadable and partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.
- In addition to electronically submitted PDF files, the Bidder shall submit the entire mandatory original document [hard copy as specified in S.N. (b)] if requested by the office during bid evaluation period. If bidder fails to submit original copy of mandatory original document within deadline as requested, the bidder shall be considered as non-responsive bidder.
- In case of discrepancy found between electronically submitted PDF bid files and original bid document (hard copy) submitted by the Bidder, the bid shall be rejected as non-responsive bidder.
- Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access and open competition. The Bidders are fully responsible to use the e-submission facility properly in eprocurement section of PPMO's website [www.bolpatara.gov.np](http://www.bolpatara.gov.np) as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.
- When a Bidder submits electronic bid by downloading the bidding documents from the PPMO's webpage it is assumed that the

	<p>Bidder has prepared his bid by studying and examining the complete set of Bidding documents including specifications, drawings and conditions of contract.</p> <p>vi) While bidding electronically, the bidders can download their bid submission report after uploading all the mandatory documents as described in S.N. (b). The bidder should have to verify whether all the required documents have been uploaded successfully or not, by opening the downloaded bid submitted report, only then bidder have to submit their bid.</p> <p>vii) The bidders do not have to upload &amp; submit catalogue of the offered product. These documents need to be submitted if requested by the office during bid evaluation period. If bidder fails to submit original copy of mandatory original document within deadline as requested, the bidder shall be considered as non-responsive bidder.</p>
<b>ITB 23.3 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: NA
<b>ITB 24.1</b>	<p>The deadline for bid submission is:</p> <p>Date: June 21, 2019</p> <p>Time: 12:00 hrs local time (NST)</p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at:</p> <p>Nepal-India Electricity Transmission and Trade Project Transmission Directorate Nepal Electricity Authority NEA Training Center, Kharipati, Bhaktapur, Nepal</p> <p>Date: June 21, 2019</p> <p>Time: 13:00 hrs local time (NST)</p>
<b>ITB 27.1</b>	<p>If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be:</p> <p>All the electronic bids shall be downloaded from website and the bid will be readout publicly in presence of representative of bidders.</p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 35.1</b>	Domestic preference “ <i>shall not</i> ” be a bid evaluation factor.
<b>ITB 36. 3 (a)</b>	<p>Evaluation will be done for <i>Items</i></p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>
<b>ITB 36.3(d)</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to</i>

	<p><i>Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: No</p> <p>(b) Deviation in payment schedule: No</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: No</p> <p>(d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid : No</p> <p>(e) the projected operating and maintenance costs during the life of the equipment : No</p> <p>(f) the performance and productivity of the equipment offered; No</p>
<b>ITB 36.6</b>	Bidders “ <i>shall not</i> ” be allowed to quote separate prices for one or more lots.
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be increased is: 15</p> <p>The maximum percentage by which quantities may be decreased is: 15</p>
<b>ITB 45.3</b>	No application can be submitted before the Review Committee for review against the decision made by the <u>Office Chief of the Procuring Entity (Purchaser)</u> for the bid amount up to the equivalent value of <u>Nepalese Rupees 20,000,000 (twenty million)</u>

## Section III. Evaluation and Qualification Criteria



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

### **Table of Criteria**

#### **Evaluation Criteria**

Scope

Multiple Contracts

Technical Criteria

Economic Criteria

Domestic preference

#### **Qualification Criteria**



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## Evaluation Criteria

### 1. Scope

#### 1.1 Local Handling and Inland Transportation

**Not Applicable**

#### 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 to the missing item a price:

- (i) equal to the average price quoted for the same item by the other Bidders;

*“Pursuant to Sub-Clause 30.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.”*

### 2. Multiple Contracts

**Not Applicable**

### 3. Technical Criteria

The technical criteria specified in the Section V, Schedule of Supply shall be evaluated on a pass-fail system.

### 4. Economic Criteria

#### 4.1 Adjustment for Deviations from the Terms of Payment

*“Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 15.1, are not permitted.”*



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**4.2 Adjustment for Deviations in the Delivery and Completion Schedule**

*“Deviations from the Delivery and Completion Schedule specified in Section V, Schedule of Supply, are not permitted.”*

**4.3 Operating and Maintenance Costs**

Not Applicable

**4.4 Spare Parts**

Not Applicable

**4.5 Performance and Productivity of the Goods**

Not Applicable

**4.6 Specific additional Criteria**

Not Applicable

**5. Domestic Preference**

**Not Applicable**



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## Qualification Criteria

### Qualification Requirements:

1. The offered goods shall be latest and in current production for a minimum of 2 years.
2. The bidder shall furnish a list of users who had purchased same goods in last 3 years, and quantity of goods sold to them, the contract amount.
3. Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification.
4. No bids will be considered if the offered quantity is different from that specified in the Technical Specification.
5. The Bidder shall have a minimum of last three (3) years overall experience in the supply of Goods and related services.
6. The Bidder in the last three (3) years has supplied Goods of nature, quantity and of contract amount to government enterprises or private institutions as specified below:

i	Bidder supply experience of last 3 years	Three times the required quantity for this contract
ii	Nature of Goods supplied	ACSR Moose Conductor or higher capacity ACSR conductor
iii	Quantity supplied	Minimum 1.5 times the required quantity for this contract under a single contract in last three years
iv	Contract amount	Two supply contract of value at least 15MUSD each as main supplier within the last three years

In case of JV, each partner must have supply experience of 25% of the required quantity in last three years and all partner combined must meet all requirement as specified above.

### 7. Litigation History

All pending claims, arbitration, or other litigation shall represent in total not more than 50% of the Bidder's net worth.

### 9. Financial Capacity of the Bidder

#### a) Financial Statements

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

#### b) Cash flow Capacity

The bidder shall demonstrate availability of or access to liquid assets, lines of credit, and



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other finances sufficient to meet

- i) the following cash flow requirement: **6.5 MUSD**
- and
- ii) the overall cash flow requirements for this contract and its current commitments.

**If the Bidder is not a JV, following requirements shall apply:**

**(a) Annual Turnover**

The Bidder shall have Average Annual Turnover (defined as the total payments received by the Bidder averaged over last three consecutive years period) of not less than **27 MUSD**.

**If the Bidder is a JV, following requirements shall apply:**

- (i) The Average Annual Turnover and cash flow of the lead partner shall not be less than 40% of the respective amount stated above.
- (ii) The Average Annual Turnover and cash flow of other partners shall not be less than 25% of the respective amount stated above.
- (iii) Aggregate Annual Turnover and aggregate cash flow of all the JV partners shall not be less than the respective values specified above.

## 10. Technical Capacity of the bidder

In case the bidder is a manufacturer of the goods it offers to supply, the bidder must have following qualifications:

1. The bidder shall have a minimum production capacity of twice the required quantity for this contract within a year.
2. Must have manufactured, tested and supplied the ACSR Moose Conductor or higher capacity ACSR conductor up to at least three times the required quantity over last two (2) years period ending on the last date of bid submission.

In case the bidder is not a manufacturer of the goods it offers to supply, the bidder shall propose a manufacturer having the same qualification described above. However, the bidder must submit an authorization letter from the proposed manufacturer.

The manufacturer shall hold valid quality ISO certificate and a copy of ISO certificate shall be included in the bid.

The bid shall include copy of Type Test certificate for the Goods offered. The validity of test reports shall be within last seven (7) years prior to the originally scheduled date of bid opening. Such type test certificate shall be as required by the respective specification.

## 11. Miscellaneous

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



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## Section IV. Bidding Forms

### Table of Forms

<b>Bid Submission Form..</b>	<b>4-2</b>
<b>Bidder's Information Form.....</b>	<b>4-4</b>
<b>Joint Venture Information Form .....</b>	<b>4-5</b>
<b>Financial Situation Form .....</b>	<b>4-6</b>
<b>Average Annual Turnover Form .....</b>	<b>4-7</b>
<b>Financial Resources Form .....</b>	<b>4-8</b>
<b>Pending Litigation Form .....</b>	<b>4-9</b>
<b>Specific Experience Form .....</b>	<b>4-10</b>
<b>Bid Security .....</b>	<b>4-11</b>
<b>Manufacturer's Authorization Letter .....</b>	<b>4-12</b>
<b>Price Schedule For Goods .....</b>	<b>4-13</b>



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## a. Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: NIETTP/G/ICB/COND/75/76-1

Alternative No.: NA

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: ..... *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the 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: .....*[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. .... *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: .....*[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in the amount of .....percent of the Contract Price for the due performance of the contract.
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries .....*[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*



*[Signature]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

- (k) 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.
- (l) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of .....*[insert legal capacity of person signing the Bid Submission Form]*

Name: .....*[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



*[Signature]*

## b. Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: NIETTP/G/ICB/COND/75/76-1

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



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## c. Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: NIETTP/G/ICB/COND/75/76-1

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information  Name: <i>[insert name of JV's Party authorized representative]</i>  Address: <i>[insert address of JV's Party authorized representative]</i>  Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i>  Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



*for submission*

## d. Financial Situation Form

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

Financial Data for Previous 3 Years (in NRs)		
Year 1:	Year 2:	Year 3:

### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- 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).



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### e. Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder 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. Each Bidder or member of a JV must fill in this form.

Annual Turn over Data for the Last 3 Years	
Year	Amount (in NRs)
<b>Average Annual Turnover</b>	



*Handwritten signature/initials*

## f. Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

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

**Note:**

The letter from the Bank must be unconditional.



*Handwritten signature*

## g. Pending Litigation Form

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

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth



*Handwritten signature/initials*

## h. Specific Experience Form

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 IFB No.: NIETTP/G/ICB/COND/75/76-1  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract	Information
Contract Identification	_____

Award date \_\_\_\_\_

Completion date \_\_\_\_\_

Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract amount			Currency _____
Description of the 10 Works performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____ %		Currency _____
Purchaser's Name:			
Purchaser's Address:			

Purchaser's Telephone/fax number: \_\_\_\_\_

Purchaser's E-mail \_\_\_\_\_

The Bidder shall complete this form for each contract completed/in progress



TETRAHOB

## 9. Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[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 *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) 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 Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

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; or (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) twenty-eight days after the expiration of the Bidder's Bid.

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 No. 458.

\_\_\_\_\_  
*[signature(s)]*



*[Signature]*

## 10. Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, 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]* to submit a bid 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 negotiate and 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.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



*[Signature]*

## 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.]*



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# Price Schedules

## Goods Manufactured Outside the Nepal, to be Imported

(Group C bids, goods to be imported)						Date: _____		
						ICB No: _____		
Currencies in accordance with ITB Sub-Clause 15								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP, FINAL DESTINATION in accordance with ITB 15.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Nepal to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
1.	<b>Supply of ACSR MOOSE Conductor</b>							
	i) Delivery at Hetauda, Makwanpur		270 days	1100.00 KM			NA	
	ii) Delivery at Bardibas, Mahottari		270 days	1000.00 KM			NA	
	iii) Delivery at Kanchanpur, Saptari		270 days	1500.00 KM			NA	
							Total Price	

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



*[Handwritten signature]*



## Price Schedule: Goods Manufactured Outside Nepal, already imported

### (Not Applicable)

(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB Sub-Clause 16										ICB No: _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	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 15.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.6(c)(i) (Col. 5×8)	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 15.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Nepal]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

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



*[Signature]*  
R. Mahab

## Price Schedule: Goods Manufactured in Nepal

### (Not Applicable)

(Group A and B bids)								Date: _____	
Currencies in accordance with ITB Sub-Clause 16								ICB No: _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required to convey the Goods to their final destination	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 15.6(a)(ii))	Total Price per line item (Col. 6+7)
Total Price									

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



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## Price and Completion Schedule - Related Services

### (Not Applicable)

Currencies in accordance with ITB Sub-Clause 16						Date: _____
						ICB No: _____
1	2	3	4	5	6	7
Service N°	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)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price and currency per item]</i>	<i>[insert total price and currency per item]</i>
<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 5 and 6: 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



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## Section V. Schedule of Requirements

### Contents

1. List of Goods and Delivery Schedule .....	5-2
2. List of Related Services and Completion Schedule .....	5-3
3. Technical Specifications .....	5-4
4. Drawings .....	5-19
5. Inspections and Tests .....	5-20



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## 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
1.	ACSR MOOSE Conductor	1100.00	KM	Hetauda, Makwanpur	120 days from the date of contract effectiveness	270 days from the date of contract effectiveness	
2.	ACSR MOOSE Conductor	1000.00	KM	Bardibas, Mahottari	120 days from the date of contract effectiveness	270 days from the date of contract effectiveness	
3.	ACSR MOOSE Conductor	1500.00	KM	Kanchanpur, Saptari	120 days from the date of contract effectiveness	270 days from the date of contract effectiveness	



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## 2. List of Related Services and Completion Schedule

**(Not Applicable)**

*[ This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable



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### 3. Technical Specifications

#### 1. Technical Description of ACSR 'MOOSE' Conductor

##### 1.1 Detail of Conductor

1.1.1 The conductor shall conform to the latest version of IEC 1089, ASTM B232 or EN50182 standards and IEEE Recommendation 738-1993. Conductor shall only be accepted from those manufacturers who have got the ISO 9001 or equivalent internationally recognized certification and documentary proof for having such certification shall be submitted with the tender. All acceptance and routine tests shall be carried by recognized independent laboratory. The specification of conductor supported with test certificates shall be provided with the bid.

1.1.2 ACSR is composed by bare concentric-lay-stranded galvanized steel wire(s) with aluminum wires surrounded by one or more layers of helically. Greased ACSR shall be supplied.

The conductor shall be ACSR 'Moose' and the reference details of the conductor are tabulated below:

a)	Stranding and wire diameter	:	54/3.53 mm Aluminium +7/3.53 mm Steel
b)	Number of Strands	:	
	1 <sup>st</sup> Steel Layer	:	1
	2 <sup>nd</sup> Steel Layer	:	6
	1 <sup>st</sup> Aluminium Layer	:	12
	2 <sup>nd</sup> Aluminium Layer	:	18
	3 <sup>rd</sup> Aluminium Layer	:	24
c)	Sectional area of Aluminium	:	528.5 sq. mm
d)	Total sectional area	:	597.0 sq.mm
e)	Overall diameter	:	31.77 mm
f)	Approximate weight	:	2004 Kg/km
g)	Calculated DC resistance at 20 deg. Centigrade (Max.)	:	0.05552 ohm/km



*Signature*

h) Minimum UTS : 161 .20 kN

### 1.1.3 Standard Technical Particulars

1.1.3.1 The Standard Technical Particulars (STP) of the ACSR conductor are enclosed at Annexure-B of this section. The values indicated in the STP are the minimum and/or maximum values required to be met by the Supplier.

### 1.2 Workmanship

1.2.1 All the Aluminium and steel strands shall be smooth, uniform and free from all imperfections, such as spills and splits, die marks, scratches, abrasions, etc., after drawing and also after stranding.

1.2.2 The finished conductor shall be smooth, compact, uniform and free from all imperfections including kinks (protusion of wires), wire cross over, over riding, looseness (wire being dislocated by finger/hand pressure and/or unusual bangle noise on tapping), material inclusions, white rust, powder formation or black spot (on account of reaction with trapped rain water etc.), dirt, grit etc.

1.2.3 The steel strands shall be hot dip galvanised and shall have a minimum zinc coating as indicated in the STP. The zinc coating shall be smooth, continuous, of uniform thickness, free from imperfections and shall withstand number of dips in standard Preece test as indicated in STP. The steel wire rods shall be of such quality and purity that, when drawn to the size of the strands specified and coated with zinc, the finished strands and the individual wires shall be of uniform quality and have the same properties and characteristics as prescribed in IEC: 888.

1.2.4 The steel strands shall be preformed and post formed in order to prevent spreading of strands in the event of cutting of composite core wire. Care shall be taken to avoid, damages to galvanisation during pre-forming and post-forming operation.

### 1.3 Joints in Wires

#### 1.3.1 Aluminium Wires

1.3.1.1 During stranding, no aluminium wire welds shall be made for the purpose of achieving the required conductor length.

1.3.1.2 No joints shall be permitted in the individual wires in the outer most layer of the finished conductor. However, joints are permitted in the inner layer of the conductor unavoidably broken during stranding, provided such breaks are not associated with either inherently defective wire or with the use of short lengths of aluminium wires. Such joints shall not be more than four (4) per conductor length and shall not be closer than 15 meters from joint in the same wire or in any other aluminium wire of the completed conductor.

1.3.1.3 Joints shall be made by cold pressure butt welding and shall withstand a stress of not less than the breaking strength of individual strand guaranteed.



10/11/2018



**1.3.2 Steel Wires**

There shall be no joint of any kind in the finished wire entering into the manufacture of the strand. There shall also be no strand joints or strand splices in any length of the completed stranded steel core of the conductor.

**1.4 Tolerances**

The manufacturing tolerances to the extent indicated in the STP shall be permitted in the diameter of individual aluminium and steel strands and lay-ratio of the conductor

**1.5 Materials****1.5.1 Aluminium**

The aluminium strands shall be hard drawn from electrolytic aluminium rods having purity not less than 99.5% and a copper content not exceeding 0.04%. They shall have the same properties and characteristics as prescribed in IEC: 889.

**1.5.2 Steel**

The steel wire strands shall be drawn from high carbon steel wire rods produced by either the acid or the basic open-hearth process, the electric furnace process, or the basic oxygen process and shall conform to the chemical composition indicated in the STP.

The Steel wire strands shall have the same properties and characteristics as prescribed for regular strength steel wire in IEC: 888.

**1.5.3 Zinc**

The zinc used for galvanizing shall be electrolytic High Grade Zinc of 99.95% purity as per IS209. It shall conform to and satisfy all the requirements of IS:209.

**1.6 Standard Length**

1.6.1 The standard length of the conductor shall be as indicated in the STP. All lengths outside this limit of tolerance shall be treated as random lengths. Not less than 90% of the total quantity of the conductor shall be supplied in standard lengths.

1.6.2 Random lengths will be accepted provided no length is less than 70% of the standard length and the total quantity of such random lengths shall not be more than 10% of the total quantity ordered. When one number random length has been manufactured at any time, five (5) more individual lengths each equivalent to the above random length with a tolerance of  $\pm 5\%$  shall also be manufactured and all the above six random lengths shall be dispatched in the same shipment. At no point, the cumulative quantity supplied of such random lengths shall not be more than 12.5% of the total cumulative quantity supplied including such random lengths. However, the last 20% of the quantity ordered shall be supplied only in standard lengths as specified.

1.6.3 The Employer reserves the right to place orders for the lengths above the standard length on the same terms and conditions applicable for the standard lengths during the pendency of the Contract.



*Handwritten signature*  
V. Mahab

## 2.0 Tests and Standards

### 2.1 Type Tests

The following tests shall be conducted on samples of conductor from each manufacturing facility:

- |   |                   |
|---|-------------------|
| a) DC resistance test on stranded conductor | As per Annexure-A |
| b) UTS test on stranded conductor           |                   |
| c) Radio interference voltage test (dry)    |                   |
| d) Corona extinction voltage test (dry)     |                   |

### 2.2 Acceptance Tests

- |  |                   |
|--|-------------------|
| a) Visual and dimensional check on drum  | As per Annexure-A |
| b) Visual check for joints scratches etc. and length measurement of conductor by rewinding |                   |
| c) Dimensional check on Steel and Aluminium strands  |                   |
| d) Check for lay-ratios of various layers  |                   |
| e) Galvanizing test on steel strands   |                   |
| f) Torsion and Elongation tests on steel strands   |                   |
| g) Breaking load test on steel and Aluminium strands                                       |                   |
| h) Wrap test on Steel & Aluminium strands  | IEC : 888 & 889   |
| i) DC resistance test on Aluminium strands   | IEC : 889         |
| j) Procedure qualification test on welded joint of Aluminium strands                       | Annexure-A        |
| k) Barrel Batten strength test   | Annexure-A        |

Note: All the above tests except (j) shall be carried out on Aluminium and steel strands after stranding only.

- 2.2.1** The above acceptance tests shall be repeated on one conductor sample taken from site in presence of EMPLOYER's representatives for every 500 km progressive supply or part thereof. The tests shall be carried out by the supplier at his cost at his own premises or any other test centre having required facilities. The tests shall be witnessed by EMPLOYER's site or/and QA&I representatives. In case of evidence of non-compliance, it shall be bonding on the part of the supplier to prove the compliance of



Signature

the items to the tech. spec. by repeat tests, or correction of deficiencies, or replacement of defective items all without any extra cost to the Employer

## 2.3 Routine Test

- a) Check to ensure that the joints are as per Specification
- b) Check that there are no cuts, fins etc., on the strands.
- c) Check that drums are as per Specification
- d) All acceptance test as mentioned above to be carried out on each coil/ drum (as applicable)

## 2.4 Tests During Manufacture

- |   |   |                          |
|---|---|--------------------------|
| <ul style="list-style-type: none"> <li>a) Chemical analysis of zinc used for galvanizing</li> <li>b) Chemical analysis of Aluminium used for making Aluminium strands</li> <li>c) Chemical analysis of steel used for making steel strands</li> </ul> | <div style="border-left: 1px dashed black; height: 100px; margin: 0 auto; width: 2px;"></div> | <p>As per Annexure-A</p> |
|---|---|--------------------------|

## 2.5 Testing Expenses

- 2.5.1 Bidder shall indicate the laboratories in which they propose to conduct the type tests. They shall ensure that adequate facilities are available in the laboratories and the tests can be completed in these laboratories within the time schedule guaranteed by them.
- 2.5.2 In case of failure in any type test the Supplier is either required to manufacture fresh sample lot and repeat all the test successfully once or repeat that particular type test three times successfully on the sample selected from the already manufactured lot at his own expenses. In case a fresh lot is manufactured for testing then the lot already manufactured shall be rejected.
- 2.5.3 The entire cost of testing for the acceptance and routine tests and Tests during manufacture specified herein shall be treated as included in the quoted unit price of conductor, except for the expenses of the inspector/Employer's representative.
- 2.5.4 In case of failure in any type test, if repeat type tests are required to be conducted, then all the expenses for deputation of Inspector/Employer's representative shall be deducted from the contract price. Also if on receipt of the Supplier's notice of testing, the Employer's representative does not find 'plant' to be ready for testing the expenses incurred by the Employer for re-deputation shall be deducted from contract price.

## 2.6 Additional Tests

- 2.6.1 The Employer reserves the right of having at his own expenses any other test(s) of reasonable nature carried out at Supplier's premises, at site or in any other place in



*Signature*

addition to the aforesaid type, acceptance and routine tests to satisfy himself that the materials comply with the Specifications.

- 2.6.2 The Employer also reserves the right to conduct all the tests mentioned in this specification at his own expense on the samples drawn from the site at Supplier's premises or at any other test centre. In case of evidence of non compliance, it shall be binding on the part of Supplier to prove the compliance of the items to the technical specifications by repeat tests, or correction of deficiencies, or replacement of defective items all without any extra cost to the Employer.

## **2.7 Sample Batch For Type Testing**

- 2.7.1 The Supplier shall offer material for selection of samples for type testing only after getting Quality Assurance Plan approved from Employer's Quality Assurance Deptt. The sample shall be manufactured strictly in accordance with the Quality Assurance Plan approved by Employer.
- 2.7.2 The Supplier shall offer at least three drums for selection of sample required for conducting all the type test.
- 2.7.3 The Supplier is required to carry out all the acceptance tests successfully in presence of Employer's representative before sample selection.

## **2.8 Test Reports**

- 2.8.1 Copies of type test reports shall be furnished in at least six copies alongwith one original. One copy will be returned duly certified by the Employer only after which the commercial production of the material shall start.
- 2.8.2 Record of routine test reports shall be maintained by the Supplier at his works for periodic inspection by the Employer's representative.
- 2.8.3 Test Certificates of tests during manufacture shall be maintained by the Supplier. These shall be produced for verification as and when desired by the Employer.

## **2.9 Inspection**

- 2.9.1 The Employer's representative shall at all times be entitled to have access to the works and all places of manufacture, where conductor shall be manufactured and representative shall have full facilities for unrestricted inspection of the Supplier's works, raw materials and process of manufacture for conducting necessary tests as detailed herein.
- 2.9.2 The Supplier shall keep the Employer informed in advance of the time of starting and of the progress of manufacture of conductor in its various stages so that arrangements can be made for inspection.
- 2.9.3 No material shall be dispatched from its point of manufacture before it has been satisfactorily inspected and tested, unless the inspection is waived off by the Employer in writing. In the latter case also the conductor shall be dispatched only after satisfactory testing for all tests specified herein have been completed.



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- 2.9.4 The acceptance of any quantity of material shall in no way relieve the Supplier of any of his responsibilities for meeting all requirements of the Specification, and shall not prevent subsequent rejection if such material is later found to be defective.

## **2.10 Test Facilities**

- 2.10.1 The following additional test facilities shall be available at the Supplier's works:

- a) Calibration of various testing and measuring equipment including tensile testing machine, resistance measurement facilities, burette, thermometer, barometer, digital ohm metre etc.
- b) Standard resistance for calibration of resistance bridges.
- c) Finished conductor shall be checked for length verification and surface finish on separate rewinding machine at reduced speed (variable from 8 to 16 meters per minute). The rewinding facilities shall have appropriate clutch system and free of vibrations, jerks etc. with traverse laying facilities.

## **2.11 Packing**

- 2.11.1 The conductor shall be supplied in non-returnable, strong, wooden drums provided with lagging of adequate strength, constructed to protect the conductor against all damage and displacement during transit, storage and subsequent handling and stringing operations in the field. The Supplier shall be responsible for any loss or damage during transportation handling and storage due to improper packing. The drums shall generally conform to IS:1778, except as otherwise specified hereinafter.
- 2.11.2 The drums shall be suitable for wheel mounting and for letting off the conductor under a minimum controlled tension of the order of 5 KN.
- 2.11.3 The general outline of the drum for conductor shall be as in the annexed drawings. The Bidder should submit their proposed drum drawings along with the bid.
- 2.11.4 For conductor, one standard length shall be wound on each drum.
- 2.11.5 All wooden components shall be manufactured out of seasoned soft wood free from defects that may materially weaken the component parts of the drums. Preservative treatment shall be applied to the entire drum with preservatives of a quality which is not harmful to the conductor.
- 2.11.6 The flanges shall be of two ply construction with each ply at right angles to the adjacent ply and nailed together. The nails shall be driven from the inside face flange, punched and then clenched on the outer face. The thickness of each ply shall not vary by more than 3mm from that indicated in the figure. There shall be at least 3 nails per plank of ply with maximum nail spacing of 75mm. Where a slot is cut in the flange to receive the inner end of the conductor the entrance shall be in line with the periphery of the barrel.



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- 2.11.7 The wooden battens used for making the barrel of the conductor shall be of segmental type. These shall be nailed to the barrel supports with at least two nails. The battens shall be closely butted and shall provide a round barrel with smooth external surface. The edges of the battens shall be rounded or chamfered to avoid damage to the conductor.
- 2.11.8 Barrel studs shall be used for the construction of drums. The flanges shall be holed and the barrel supports slotted to receive them. The barrel studs shall be threaded over a length on either end, sufficient to accommodate washers, spindle plates and nuts for fixing flanges at the required spacing.
- 2.11.9 Normally, the nuts on the studs shall stand protruded of the flanges. All the nails used on the inner surface of the flanges and the drum barrel shall be counter sunk. The ends of barrel shall generally be flushed with the top of the nuts.
- 2.11.10 The inner cheek of the flanges and drum barrel surface shall be painted with a bitumen based paint.
- 2.11.11 Before reeling, card board or double corrugated or thick bituminised water-proof bamboo paper shall be secured to the drum barrel and inside of flanges of the drum by means of a suitable commercial adhesive material. After reeling the conductor, the exposed surface of the outer layer of conductor shall be wrapped with water proof thick bituminised bamboo paper to preserve the conductor from dirt, grit and damage during transport and handling.
- 2.11.12 A minimum space of 75 mm for conductor shall be provided between the inner surface of the external protective tagging and outer layer of the conductor.
- 2.11.13 Each batten shall be securely nailed across grains as far as possible to the flange, edges with at least 2 nails per end. The length of the nails shall not be less than twice the thickness of the battens. The nails shall not protrude above the general surface and shall not have exposed sharp, edges or allow the battens to be released due to corrosion.
- 2.11.14 The nuts on the barrel studs shall be tack welded on the one side in order to fully secure them. On the second end, a spring washer shall be used.
- 2.11.15 A steel collar shall be used to secure all barrel studs. This collar shall be located between the washers and the steal drum and secured to the central steel plate by welding.
- 2.11.16 Outside the protective lagging, there shall be minimum of two binder consisting of hoop iron/galvanised steel wire. Each protective lagging shall have two recesses to accommodate the binders.
- 2.11.17 The conductor ends shall be properly sealed and secured on the side of one of the flanges to avoid loosening of the conductor layers during transit and handling.
- 2.11.18 As an alternative to wooden drum Bidder may also supply the conductors in non-returnable painted steel drums. After preparation of steel surface according to IS:9954, synthetic enamel paint shall be applied after application of one coat of primer.

Wooden/Steel drum will be treated at par for evaluation purpose and accordingly the Bidder should quote in the package.

## 2.12 Marking

Each drum shall have the following information stenciled on it in indelible ink along with other essential data :

- (a) Contract/Award letter number.
- (b) Name and address of consignee.
- (c) Manufacturer's name and address.
- (d) Drum number
- (e) Size of conductor
- (f) Length of conductor in meters
- (g) Arrow marking for unwinding
- (h) Position of the conductor ends
- (i) Distance between outer-most Layer of conductor and the inner surface of lagging.
- (k) Barrel diameter at three locations & an arrow marking at the location of the measurement.
- (l) Number of turns in the outer most layer.
- (m) Gross weight of drum after putting lagging.
- (n) Tear weight of the drum without lagging.
- (o) Net weight of the conductor in the drum.
- (p) CIP/MICC No.

The above should be indicated in the packing list also.

## 2.13 Verification of Conductor Length

The Employer reserves the right to verify the length of conductor after unreeling. The quantity for verification shall be between a minimum of five percent (5%) to a maximum of ten percent (10%) of the drums in a lot offered for inspection. The actual quantity will be discussed and mutually agreed to by the Supplier & Employer in the Quality Assurance Programme.

## 2.14 Standards

2.14.1 The conductor shall conform to the following Indian/International Standards, which shall mean latest revisions, with amendments/changes adopted and published, unless specifically stated otherwise in the Specification.

2.14.2 In the event of the supply of conductor conforming to standards other than specified, the Bidder shall confirm in his bid that these standards are equivalent to those specified.



10/10/2010

In case of award, salient features of comparison between the standards proposed by the Supplier and those specified in this document will be provided by the Supplier to establish their equivalence.

Sl. No.	Indian Standard	Title	International Standard
1.	IS: 209-1992	Specification for zinc	BS:3436-1986
2.	IS: 398 Part-I - 1996	Specification for Aluminium Conductors for Overhead Transmission Purposes	IEC:1089-1991 BS:215-1970
3.	IS:398 Part-II - 1996	Aluminum Conductor Galvanised Steel Reinforced	BS;215-1970 IEC:1089-1991
4.	IS:398 Part-V - 1992	Aluminum Conductor Galvanised Steel- Reinforced For Extra High Voltage (400 KV) and above	IEC:1089-1991 BS:215-1970
5.	IS : 1778-1980	Reels and Drums for Bare Conductors	BS:1559-1949
6.	IS : 1521-1991	Method of Tensile Testing of Steel Wire	ISO 6892-1984
7.	IS : 2629-1990	Recommended Practice for Hot Dip Galvanising of Iron and Steel	
8.	IS : 2633-1992	Method of Testing Uniformity of Coating on Zinc Coated Articles	
9.	IS : 4826-1992	Galvanised Coating on Round Steel Wires	IEC : 888-1987 BS:443-1969
10.	IS : 6745-1990	Methods of Determination of Weight of Zinc Coating of Zinc Coated Iron and Steel Articles	BS:433-1969 ISO 1460 - 1973
11.	IS : 8263-1990	Method of Radio Interference Tests on High Voltage Insulators	IEC:437-1973 NEMA:107-1964 CISPR
12.		Zinc Coated steel wires for stranded Conductors	IEC : 888-1987
13.		Hard drawn Aluminium wire for overhead line conductors	IEC : 889-1987



The standards mentioned above are available from:

Reference Abbreviation	Name and Address
BS	British Standards, British Standards Institution 101, Pentonville Road, N - 19-ND UK
IEC/CISPR	International Electro technical Commission, Bureau Central de la Commission, electro Technique international, 1 Rue de verembe, Geneva SWITZERLAND
BIS/IS	Beureau Of Indian Standards. Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi - 110001. INDIA
ISO	International Organisation for Standardization. Danish Board of Standardization Danish Standardizing Sraat, Aurehoegvej-12 DK-2900, Heeleprup, DENMARK.
NEMA	National Electric Manufacture Association, 155, East 44th Street. New York, NY 10017 U.S.A.

2.15

### Manufacturing Quality Plan

Conductor manufacturing shall be carried out in accordance with Standardized Manufacturing Quality Plan as submitted by the supplier and approved by the Owner after the award of the contract.



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**ANNEXURE-A****1. Tests on Conductor****1.1 UTS Test on Stranded Conductor**

Circles perpendicular to the axis of the conductor shall be marked at two places on a sample of conductor of minimum 5 m length between fixing arrangement suitably fixed on a tensile testing machine. The load shall be increased at a steady rate upto 50% of minimum specified UTS and held for one minute. The circles drawn shall not be distorted due to relative movement of strands. Thereafter the load shall be increased at steady rate to 100% of the UTS of conductor and held for one minute. The Conductor sample shall not fail during this period. The applied load shall then be increased until the failing load is reached and this value shall be recorded.

**1.2 Corona Extinction Voltage Test**

The sample assembly with each conductor of 5 m length shall be strung as per the configuration shown in the Table below.

Line Configuration	No of conductor samples per Bundle	Spacing (mm)	Maximum Height of the conductor above ground (m)
400kV with QUAD ACSR Moose	Four	457 (horizontal and vertical, both)	9.5

The sample assembly when subjected to power frequency voltage shall have a corona extinction voltage of not less than that indicated in the STP. There shall be no evidence of corona on any part of the samples. The test should be conducted without corona control rings. However, small corona control rings may be used to prevent corona in the end fittings. The voltage should be corrected for standard atmospheric conditions.

**1.3 Radio Interference Voltage Test**

Under the conditions as specified under (1.2) above, the conductor samples shall have radio interference voltage as indicated in the standard technical particulars enclosed at Annexure-B of this section. This test may be carried out with corona control rings and arcing horns. The test procedure shall be in accordance with IEC-437

**1.4 D.C. Resistance Test on Stranded Conductor**

On a conductor sample of minimum 5m length two contact-clamps shall be fixed with a predetermined bolt torque. The resistance shall be measured by a Kelvin double bridge or digital ohm-metre of sufficient accuracy by placing the clamps initially zero metre and subsequently one metre apart. The test shall be repeated at least five times and the average value recorded. The value obtained shall be corrected to the value at 20°C as per IS:398. The resistance corrected at 20°C shall conform to the requirements indicated in the STP.

**1.5 Chemical Analysis of Aluminium and Steel**

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Samples taken from the Aluminium and steel ingots/coils/strands shall be chemically/spectrographically analysed. The same shall be in conformity to the requirements stated in this Specification.

**1.6 Visual and Dimensional Check on Drums**

The drums shall be visually and dimensionally checked to ensure that they conform to the requirements of this Specification.

**1.7 Visual Check for Joints, Scratches etc.**

Conductor drums shall be rewound in the presence of the Employer. The Employer shall visually check for scratches, joints etc. and that the conductor generally conform to the requirements of this Specification. Five percent (5%) to ten percent (10%) drums from each lot shall be rewound in the presence of the Employer's representative. The actual quantity will be discussed and mutually agreed to by the Supplier & Employer in the Quality Assurance Programme.

**1.8 Dimensional Check on Steel and Aluminium Strands**

The individual strands shall be dimensionally checked to ensure that they conform to the requirement of this Specification.

**1.9 Check for Lay-ratios of Various Layers**

The lay-ratios of various layers shall be checked to ensure that they conform to the requirements of this Specification.

**1.10 Procedure Qualification test on welded Aluminium strands.**

Two Aluminium wire shall be welded as per the approved quality plan and shall be subjected to tensile load. The breaking strength of the welded joint of the wire shall not be less than the breaking strength of individual strands.

**1.11 Chemical Analysis of Zinc**

Samples taken from the zinc ingots shall be chemically/ spectrographically analyzed. The same shall be in conformity to the requirements stated in the Specification.

**1.12 Galvanizing Test**

The test procedure shall be as specified in IEC : 888. The material shall conform to the requirements of this Specification. The adherence of zinc shall be checked by wrapping around a mandrel four times the diameter of steel wire.

**1.13 Torsion and Elongation Tests on Steel Strands**

The test procedures shall be as per clause No. 10.3 of IEC : 888. In torsion test, the number of complete twists before fracture shall not be less than that indicated in the STP. In case test sample length is less or more than 100 times the stranded diameter of the strand, the minimum number of twists will be proportioned to the length and if number comes in the fraction then it will be rounded off to next higher whole number. In elongation test, the elongation of the strand shall not be less than 4% for a gauge length of 250 mm.

**1.14 Check on Barrel Batten strength of Drums**

The details regarding barrel batten strength test will be discussed and mutually agreed to by the Supplier & Employer in the Quality Assurance Programme.



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## Annexure-B

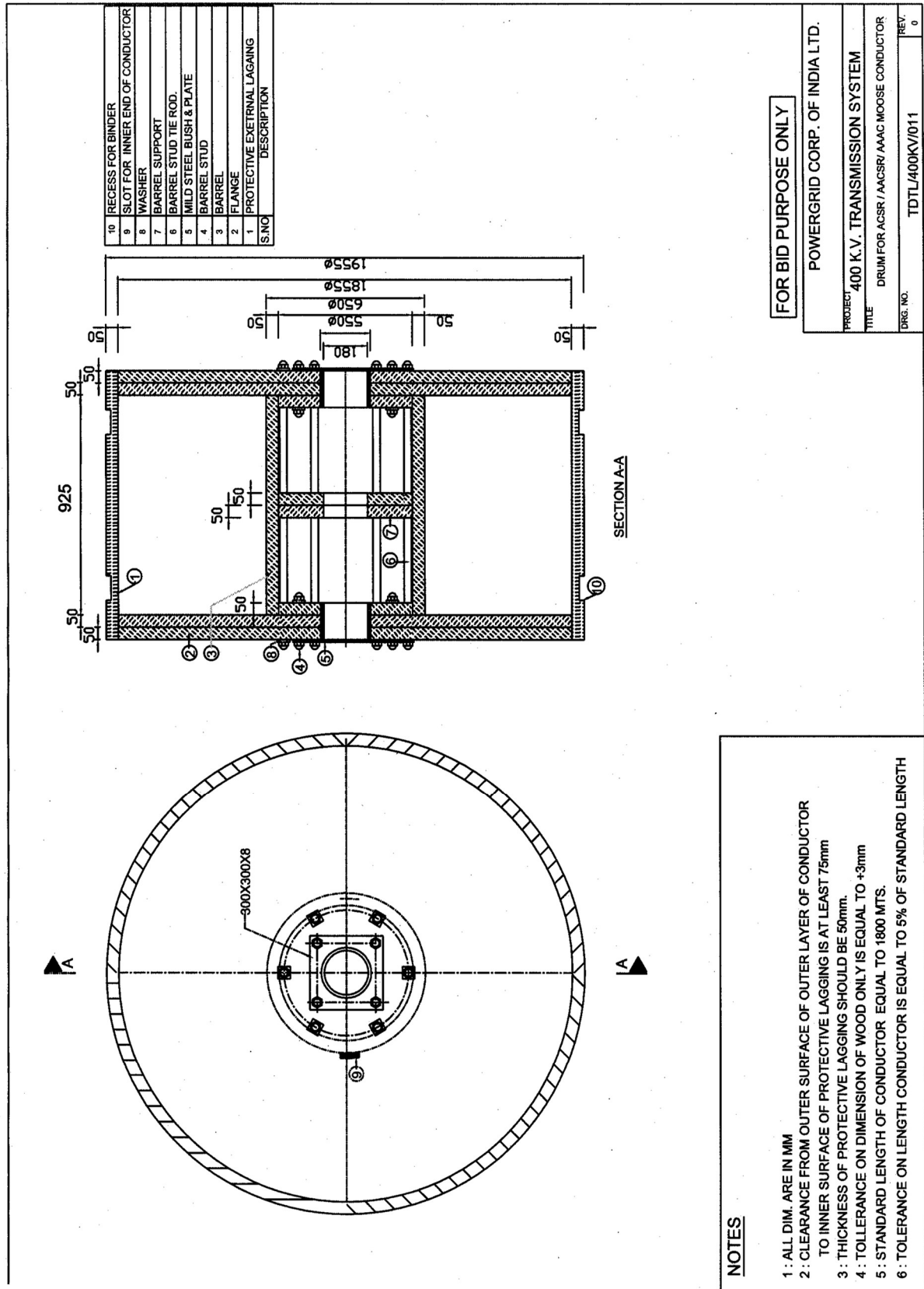
**STANDARD TECHNICAL PARTICULARS OF ACSR MOOSE CONDUCTOR**

Sl.	Description	Unit	Guaranteed Values	Offered by the bidder
<b>1.0</b>	<b>Raw Materials</b>			
<b>1.1</b>	<b>Steel Wire / Rods</b>			
1.1	<b>Aluminium</b>			
a)	Minimum purity of Aluminium	%	99.50	
b)	Maximum copper content	%	0.04	
1.2	<b>Steel wires/ rods</b>			
a)	Carbon	%	0.50 to 0.85	
b)	Manganese	%	0.50 to 1.10	
c)	Phosphorous	%	Not more than 0.035	
d)	Sulphur	%	Not more than 0.045	
e)	Silicon	%	0.10 to 0.35 (Max.)	
1.3	<b>Zinc</b>			
a)	Minimum purity of Zinc	%.%	99.95	
2.0	<b>Aluminum strands after stranding</b>			
2.1	Diameter			
a)	Nominal	mm	3.53	
b)	Maximum	mm	3.55	
c)	Minimum	mm	3.51	
2.2	Minimum breaking load of strand			
a)	Before stranding	KN	1.57	
b)	After stranding	KN	1.49	
2.3	Maximum resistance of 1 m length of strand at 20 deg. C	Ohm	0.002921	
3.0	<b>Steel strand after stranding</b>			
2.1	Diameter			
a)	Nominal	mm	3.53	
b)	Maximum	mm	3.59	
c)	Minimum	mm	3.47	
3.2	Minimum breaking load of strand			
a)	Before stranding	KN	12.63	
b)	After stranding	KN	11.99	

**STANDARD TECHNICAL PARTICULARS OF ACSR MOOSE CONDUCTOR**

Sl.	Description	Unit	Guaranteed Values		Offered by the bidder	
3.3	Galvanising					
a)	Minimum weight of zinc coating per sq.m.	gm	250			
b)	Minimum number of dips that the galvanised strand can withstand in the standard preece test	Nos.	2 dips of one minute & 1 dip of half minute			
c)	Min. No. of twists in guage length equal 100 times the dia. of wire which the strand can withstand in the torsion test (after stranding)	Nos	16			
4.	<b>Stranded Conductor</b>					
4.1	UTS of the conductor	kN	161.20 (Min.)			
4.2	Lay length of outer steel layer	mm	Max	Min	Max	Min
a)	Outer Steel layer	mm	18	16		
b)	12 wire Aluminium layer	mm	14	12		
c)	18 wire Aluminium layer	mm	13	11		
d)	24 wire Alumimium Layer	mm	12	10		
4.3	DC resistance of the conductor at 20°C	ohm/km	0.05552			
4.4	Minimum corona Extinction Voltage (line to Earth) under Dry condition	kV (rms)	320			
4.5	RIV at 1 Mhz at 305 kv (line to earth) under Dry condition	Micto Volts	Below 1000			
4.6	Standard length of the conductor	m	1800			
4.7	Tolerance on Standard length	%	(+/-) 5			
4.8	Direction of lay of outer layer		Right Hand			
4.9	<b>Linear mass of the conductor</b>					
a)	Standard	kg/km	2004			
b)	Minimum	kg/km	1969			
c)	Maximum	kg/km	2040			

## 4. Drawings



## 5. Inspection and Test

The following inspections and tests shall be performed:  
*As specified in Technical Specification section*



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## Section VI. General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC are a Contract document and, therefore, are a part of the Contract.



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## Section VI. General Conditions of Contract

### Table of Clauses

1. Definitions .....	6-2
2. Contract Documents .....	6-3
3. Fraud and Corruption .....	6-3
4. Interpretation .....	6-5
5. Language .....	6-6
6. Joint Venture, Consortium or Association .....	6-6
7. Notices .....	6-6
8. Governing Law .....	6-7
9. Settlement of Disputes.....	6-7
10. Scope of Supply.....	6-7
11. Delivery .....	6-7
12. Supplier's Responsibilities.....	6-7
13. Purchaser's Responsibilities .....	6-7
14. Contract Price .....	6-8
15. Terms of Payment .....	6-8
16. Taxes and Duties .....	6-8
17. Performance Security .....	6-9
18. Copyright.....	6-9
19. Confidential Information .....	6-9
20. Subcontracting .....	6-10
21. Specifications and Standards.....	6-10
22. Packing and Documents .....	6-11
23. Insurance .....	6-11
24. Transportation.....	6-12
25. Inspections and Tests.....	6-12
26. Liquidated Damages.....	6-13
27. Warranty.....	6-13
28. Patent Indemnity.....	6-14
29. Limitation of Liability .....	6-15
30. Change in Laws and Regulations .....	6-15
31. Force Majeure.....	6-16
32. Change Orders and Contract Amendments .....	6-16
33. Extensions of Time.....	6-17
34. Termination .....	6-17
35. Assignment.....	6-19



10/10/2010

## 1. Definitions

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

- (a) “Contract” means the Agreement entered into 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 therefrom, 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) “GoN” means the Government of Nepal.
- (i) “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.
- (j) “Purchaser’s Country” is the country of Nepal .
- (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) “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.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including



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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.

- (o) “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.
- (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 Public procurement act, 2063 requires that public Entities, Bidders, Supplies, Contractors and consultant under Public contract to serve the highest standard of ethics during the procurement and execution of such contract.
- 3.2 If the Purchaser determines at any time 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 15 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.
  - (a) For the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;
    - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their



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property to influence their participation in the procurement process or affect the execution of a contract;

(v) “obstructive practice” means

(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.

3.3 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 including on the following grounds and seriousness of the act committed by the bidder:

if it is established that the Supplier has committed acts specified in ITB 3.2,

if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

3.4 In case 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 of time, to be awarded a Bank-financed contract if it at any time



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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 Unless otherwise specified in the SCC, 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.

## 7. Notices

- 7.1 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.
- 7.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.



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|---|--|
| <b>8. Governing Law</b>                 | 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Nepal, unless otherwise specified in the SCC.   |
| <b>9. Settlement of Disputes</b>        | <p>9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>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.</p> |
| <b>10. Scope of Supply</b>              | <p>10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as <b>specified in Section V, Schedule of Supply.</b></p> <p>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.</p>   |
| <b>11. Delivery</b>                     | 11.1 Subject to GCC Sub-Clause <b>32.1</b> , the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier <b>are specified in the SCC.</b>  |
| <b>12. Supplier's Responsibilities</b>  | 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause <b>10</b> , and the Delivery and Completion Schedule, as per GCC Clause <b>11</b> .  |
| <b>13. Purchaser's Responsibilities</b> | 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 of 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.  |



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- 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, with the exception of any price adjustments authorized in the SCC.

#### **15. Terms of Payment**

- 15.1 The Contract Price shall be paid as specified in the 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 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 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.
- 15.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.3, 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 the 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.



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- 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 the receipt of notification of 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 currencies 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. Copy right**

- 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



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Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to 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 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. Sub-contracting**

- 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



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- (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 Supply 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 Supply. 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,



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storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC**.

**24. Transportation** 24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Supply.

**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 Supply.

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 a 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 impedes 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.



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- 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 fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or 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 week or part thereof 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 the country of final destination.
- 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, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.



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- 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 opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such 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



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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, afford 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 the place of Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that



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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.



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- 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 seven (7) 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.

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 **33.1**.

### **34. Termination**

- 34.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written 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; or



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- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing 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 the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 34.2 Termination for Insolvency.

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

#### 34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of 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.



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**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.



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## Section VII. Special Conditions of Contract

The Special Conditions of Contract (SCC) contain provisions that the GCC require be specified for a particular bidding process. The Purchaser should include at the time of issuing the Bidding Document, all information or specifications that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses. This Guide helps the Purchaser to input all information required. It includes a SCC format that summarizes all information to be provided.

The SCC are a Contract document and, therefore, are a part of the Contract.



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## 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.

<b>GCC 1.1(k)</b>	The Purchaser is: <i>Nepal Electricity Authority</i>
<b>GCC 1.1 (p)</b>	The Site/Final Destination is: 1. Hetauda, Makwanpur 2. Bardibas, Mahottari 3. Kanchanpur, Saptari
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: 2010
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association <b><u>“shall”</u></b> be jointly and severally liable.
<b>GCC 7.1</b>	For <b>notices</b> , the Purchaser’s address shall be: Nepal India Electricity Transmission and Trade Project NEA Training Center, Kharipati, Bhaktapur, Nepal Telephone: +977 1 6616932 E-mail Address: <a href="mailto:mahators.nea@gmail.com">mahators.nea@gmail.com</a>
<b>GCC 8.1</b>	The governing law shall be the law of: <i>Nepal</i>
<b>GCC 10.1</b>	The Scope of Supply shall be defined in: <i>“Section V, Schedule of Supply”</i>
<b>GCC 11.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p><b>“For Goods supplied from abroad as per Incoterms CIP:</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>a) Three copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>b) original and three copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and three copies of non-negotiable bill of lading;</li> <li>c) Three copies of the packing list identifying contents of each package;</li> <li>d) insurance certificate;</li> <li>e) Manufacturer’s or Supplier’s warranty certificate;</li> </ul>

	<p>f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>g) certificate of origin.</p> <p>The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall <b>notify</b> the Purchaser and send the following documents to the Purchaser:</p> <p>a) Three copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>b) delivery note, airway, railway receipt, or truck receipt;</p> <p>c) Manufacturer's or Supplier's warranty certificate;</p> <p>d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>e) certificate of origin.</p> <p><i>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.</i></p> <p>The contract effective date upon which the period until time for completion of the delivery of goods shall be counted from the date when all of the following conditions have been fulfilled:</p> <p>a) The contractor has submitted to the Purchaser the performance security and the advance payment guarantee.</p> <p>b) The purchaser had paid the contractor the advance payment.</p> <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p> <p>If the conditions listed above are not fulfilled within 45 days from the date of contract notification, the contract shall have deemed to be effective.</p>
<b>GCC 14.2</b>	The price adjustments shall be: <b>None</b>
<b>GCC 15.1</b>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p><b>The payment shall be made:</b></p> <p>(a) through an irrevocable confirmed letter of credit opened in favour of the Supplier (LC confirmation charges and charges outside Nepal shall be borne by Suppliers), or</p> <p>(b) through accounts division/unit of the Purchaser.</p>

**GCC 15.1**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied from abroad:**

Payment of foreign currency portion shall be made in *the currency of the Contract Price* 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 until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
  - (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of following documents:
    - a) Three copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
    - b) original and three copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and three copies of non-negotiable bill of lading;
    - c) Three copies of the packing list identifying contents of each package;
    - d) insurance certificate;
    - e) Manufacturer's or Supplier's warranty certificate;
    - f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
    - g) certificate of origin.
  - (iii) **On Acceptance:** Ten (10) 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 acceptance certificate issued by the Purchaser.
- Payment of local currency portion shall be made in *Nepalese Rupees* 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.

**Payment for Goods and Services supplied from within the Purchaser's country:**

Payment for Goods and Services supplied from within the Purchaser's country shall be made in *Nepalese Rupees*, as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the following documents:
  - a) Three copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
  - b) delivery note, airway, railway receipt, or truck receipt;
  - c) Manufacturer's or Supplier's warranty certificate;
  - d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
  - e) certificate of origin.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.



<b>GCC 15.4</b>	<b>The currencies for payments shall be:</b> <i>the currencies of bid price</i>
<b>GCC 15.5</b>	The interest rate that shall be applied for payment delay is: None
<b>GCC 16</b>	<p>Taxes and Duties</p> <p>Add SCC 16.4 as follows:</p> <p>1. In Nepal</p> <p>1.1 The project is entitled for 1% custom duty and VAT exemption. The supplier has to follow all the procedures to import Goods to be supplied from abroad. The supplier shall pay all taxes and duties applicable at the port of entry (custom). Employer will refund such amount to the Supplier upon submission of the related original documents. However, the Purchaser will not be responsible for any demurrage charges applicable due to delay in custom clearance.</p> <p>1.2 Tax Deduction at Source (TDS)</p> <p>As per the law of Nepal the purchaser will deduct TDS from each payment, at the rate as applicable at the time of payment and deposited to the Revenue office. The Supplier shall be provided with all details in this regard promptly. The Supplier shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the retention amount.</p>
<b>GCC 17.1</b>	<p>The Performance Security, as a percentage of the Contract Price, shall be 5% if the bid price is up to 15% below than the estimate amount and an additional amount as determined as follows if the bid price is more than fifteen percent below than estimate amount.</p> <p><b>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> <p>The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 30 days beyond the date of completion of the supplier's performance obligations under the Contract, including any warranty obligations.</p>
<b>GCC 17.3</b>	<p>The types of acceptable Performance Securities are:</p> <p><i>"A bank guarantee issued by a reputable bank located in the Purchaser's country or 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 a "A" class commercial Bank in Nepal.</i></p>

<b>GCC 22.2</b>	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p><b><i>Contract ID: NIETTP/G/ICB/COND/75/76-1</i></b></p> <p><b><i>Supply of ACSR MOOSE Conductor for</i></b></p> <p><b><i>Nepal India Electricity Transmission and Trade Project</i></b></p> <p><b><i>Nepal Electricity Authority</i></b></p> <p><b><i>Kharipati, Bhaktapur, Nepal</i></b></p>
<b>GCC 23.1</b>	<p>The insurance coverage shall be in accordance with:</p> <p><i>“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 (final destination)” on “All Risks” basis, including War Risks, Arson and Strikes.”</i></p>
<b>GCC 24.1</b>	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p><i>The supplier is required under the contract to transport the Goods to a specified place of final destination within the purchaser’s country, defined as the project site, transport to such place of destination in the Purchaser’s country including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.</i></p>
<b>GCC 25.2</b>	<p>Tests and Inspections specified in Section V, Schedule of Supply, shall be carried out at the following times or milestones, and places: <i>as per schedule of requirements</i></p> <p><b>The inspection and tests shall be conducted at the supplier’s plant.</b></p>
<b>GCC 26.1</b>	<p>The applicable rate of liquidated damages shall be: 0.05 percent of the Contract Price per day.</p>
<b>GCC 26.1</b>	<p>The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price.</i></p>
<b>GCC 27.3</b>	<p>The period of validity of the Warranty shall be: <b>18 months from delivery to final destination.</b></p>
<b>GCC 27.5</b>	<p>The Supplier shall correct any defects covered by the Warranty within : <i>45 days of being notified by the Purchaser of the occurrence of such defects</i></p>

## Section VIII. Contract Forms

### Table of Forms

**Letter of Intent**

**Letter of Acceptance**

**Agreement Form ..... 8-2**

**Performance Security ..... 8-7**

**Advance Payment Security ..... 8-8**



*Handwritten signature/initials*  
V. M. Hob

# Letter of Intent

*[on letterhead paper of the Purchaser]*

.....*[insert date]*.

To: ..... *[insert name and address of the Contractor]*

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

This is to notify you that, it is our intention to award the contract ..... *[insert date]* for execution of the ..... *[insert name of the contract and identification number]* to you as your bid price . . . . . *[insert currency and amount in figures and words]*, 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]*

## **[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.]*



*[Signature]*

# Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *date* .....

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

Subject: *Notification of Award*

This is to notify that your Bid dated . . . .[insert *date*] for execution of the . . . . .[insert *name of the contract and identification number*] for the Contract price of .....[insert *currency and amount in figures and words*], 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 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:**



*Signature*

# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

- (1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of.... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called “the Purchaser”), and
- (2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called “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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*

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



*[Signature]*

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)



*Handwritten signature*

## Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

**[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”). ] (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned notification of award 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 or currencies 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]**



*[Handwritten signature]*



## Advance Payment Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

[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]



*[Handwritten signature]*