

# NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)  
Project Management Directorate

## DISTRIBUTION TRANSFORMER PROCUREMENT PROJECT



### Power Transmission and Distribution Efficiency Enhancement Project

### BIDDING DOCUMENT FOR

Procurement of Goods  
Supply and Delivery of Distribution Transformers  
(Supply and Delivery of 3D Core CSP Distribution Transformers)

Single-Stage, Two-Envelope  
Bidding Procedure

Issued on:	27 November 2018
Invitation for Bids No.:	PMD/PTDEEP/DTPP-075/76-01
ICB No.:	PMD/PTDEEP/DTPP-075/76-01
Employer:	Nepal Electricity Authority
Country:	Nepal

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November 2018

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Distribution transformer Procurement Project  
PTDEEP, Project Management Directorate  
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# BIDDING DOCUMENT

## Preface

This Bidding Document for Procurement of Goods has been prepared by [Nepal Electricity Authority](#) and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, [dated December 2016](#).

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

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# Nepal Electricity Authority

## Invitation for Bids

<b>Date:</b>	27 November 2018
<b>Loan No. and Title:</b>	3542-NEP: Power Transmission and Distribution Efficiency Enhancement Project
<b>Contract No. and Title:</b>	PMD/PTDEEP/DTPP-075/76-01: Supply and Delivery of Distribution Transformers (Supply and Delivery of 3D Core CSP Distribution Transformer)
<b>Deadline for Submission of Bids:</b>	10 January 2019 at 12:00 hours (Nepal Standard Time)

1. The Government of Nepal has received a financing from the Asian Development Bank (ADB) towards the cost of **Power Transmission and Distribution Efficiency Enhancement Project**. Part of the loan will be used for payments under the contract named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The **Nepal Electricity Authority** ("the Purchaser"), invites sealed bids from all eligible Bidders for the Supply and Delivery of Distribution Transformers (**Supply and Delivery of 3D Core CSP Distribution Transformer**).
3. **International competitive bidding** will be conducted in accordance with ADB's [Single-Stage: Two-Envelope](#) bidding procedure and is open to all Bidders from eligible countries as described in the Bidding Document.
4. Only eligible Bidders with the following key qualifications should participate in this bidding:
  - Minimum average annual turnover of US\$ 15.00 Million
  - Bidders are required to have satisfactory experience in at least two (2) contracts of Supply and Delivery of 3D Core CSP Distribution Transformer within the last seven (7) years with a value of at least US\$ 6 Million each.

Additional details are provided in the Bidding Document.

5. To obtain further information and inspect the Bidding Documents, Bidders should contact:

**Distribution Transformer Procurement Project**

Power Transmission and Distribution Efficiency Enhancement Project  
Project Management Directorate  
Room E112, NEA Training Center Complex,  
Bhaktapur, Nepal  
Telephone: +977-1-6615457  
Electronic mail address: mail.nea.dtp@gmail.com, pramilaa@live.com

6. To purchase the Bidding Documents in English, eligible Bidders should:
  - Write to address above requesting the bidding documents for PMD/PTDEEP/DTPP-075/76-01: Supply and Delivery of Distribution Transformers (Supply and Delivery of 3D Core CSP Distribution Transformer).

- Pay a non-refundable fee of NRs. 22,600 or an equivalent amount in US\$ by bank voucher to the Current Account No 0150000104601 (NEA, Distribution Transformer Procurement Project) at the Sanima Bank, Kalanki, Kathmandu, Nepal.

7. Deliver your bid:

- to the address above
- **on or before the deadline: 10 January 2019 at 12:00 hours (Nepal Standard Time)**
- together with a Bid Security with amount indicated in Bidding Document Section 2, Bid data Sheet, Clause ITB 21.1.

Technical Bids will be opened at the Project Manager's Office on 10 January 2019 at 12:30 hours (Nepal Standard Time) in the presence of Bidders' representatives who choose to attend, whereas the Financial Bids shall remain sealed and unopened and shall be placed locked. The Financial Bids of only Technically Responsive and Qualified Bidders shall be opened after technical bids evaluation, whereas, the financial bids of those bidders whose technical bids are not responsive and qualified shall be returned unopened after the contract is awarded.

8. The Purchaser shall bear no responsibilities for any cost or expense incurred by Bidders in preparation for delivery of bids.
9. When comparing Bids, ADB's Domestic Preference Scheme will be applied in accordance with the provisions stipulated in the Bidding Document.

# Section 1 - Instructions to Bidders

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## A. General

- |                                |  |
|--------------------------------|--|
| <b>1. Scope of Bid</b>         | <p>1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form and delivered against receipt;</li> <li>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</li> <li>(c) “day” means calendar day.</li> </ul>  |
| <b>2. Source of Funds</b>      | <p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.</p>  |
| <b>3. Fraud and Corruption</b> | <p>3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <ul style="list-style-type: none"> <li>(a) defines, for the purposes of this provision, the terms set forth below as follows:             <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(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;</li> <li>(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;</li> </ul> </li> </ul> |



- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations;
  - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract

<sup>1</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

performance and to have them audited by auditors appointed by ADB.

- 3.2 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

**4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
  - (b) the Joint Venture 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 Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.
- 4.3 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 any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this Bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence 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, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

- (f) a Bidder or any affiliated entity, 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; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 Firms shall be excluded if 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 Borrower'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.

**5. Eligible Goods and Related Services**

- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

## B. Contents of Bidding Document

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| <p><b>6. Sections of the Bidding Document</b></p>  | <p>6.1</p> | <p>The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p><b>PART I Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section 1 Instructions to Bidders (ITB)</li> <li>• Section 2 Bid Data Sheet (BDS)</li> <li>• Section 3 Evaluation and Qualification Criteria (EQC)</li> <li>• Section 4 Bidding Forms (BDF)</li> <li>• Section 5 Eligible Countries (ELC)</li> </ul> <p><b>PART II Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section 6 Schedule of Supply (SS)</li> </ul> <p><b>PART III Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section 7 General Conditions of Contract (GCC)</li> <li>• Section 8 Special Conditions of Contract (SCC)</li> <li>• Section 9 Contract Forms (COF)</li> </ul> |
|  | <p>6.2</p> | <p>The IFB issued by the Purchaser is not part of the Bidding Document.</p>   |
|  | <p>6.3</p> | <p>The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.</p>  |
|  | <p>6.4</p> | <p>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.</p>  |
| <p><b>7. Clarification of Bidding Document</b></p> | <p>7.1</p> | <p>A prospective Bidder requiring any clarification on 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 no later than 21 days 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 in accordance with ITB 6.3, 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 8 and ITB 24.2.</p>  |
| <p><b>8. Amendment of Bidding Document</b></p>     | <p>8.1</p> | <p>At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p>   |
|  | <p>8.2</p> | <p>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 in accordance with ITB 6.3.</p>   |

- 8.3 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**

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|---|------|--|
| <b>9. Cost of Bidding</b>               | 9.1  | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.   |
| <b>10. Language of Bid</b>              | 10.1 | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.  |
| <b>11. Documents Comprising the Bid</b> | 11.1 | The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.   |
|   | 11.2 | <p>The Technical Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Technical Bid Submission Sheet;</li> <li>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;</li> <li>(c) alternative Technical Bid, if permissible, in accordance with ITB 13;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;</li> <li>(e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;</li> <li>(f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>(g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;</li> <li>(h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and</li> <li>(i) any other document required in the BDS.</li> </ul> |

- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
  - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
  - (c) any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules**
- 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 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 33.3.
- 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
- 14.5 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.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be 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

- (a) for Goods offered from within the Purchaser's country:
  - (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 and sales 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) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
  - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
  - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
  - (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 customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.7 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, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.

14.8 If so indicated in 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 discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4,

provided the Price Bids for all lots are submitted and opened at the same time.

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| <b>15. Currencies of Bid</b>   | 15.1 | <p>Bid prices shall be quoted in the following currencies:</p> <ul style="list-style-type: none"> <li>(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 currency of the Purchaser's country.</li> <li>(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.</li> </ul> |
| <b>16. Documents Establishing the Eligibility of the Bidder</b>  | 16.1 | <p>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 Section 4 (Bidding Forms); and</li> <li>(b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture 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 Joint Venture, as appropriate.</li> </ul>                     |
| <b>17. Documents Establishing the Eligibility of Goods and Related Services</b>                            | 17.1 | <p>To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).</p>  |
| <b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b> | 18.1 | <p>To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).</p>  |
|  | 18.2 | <p>The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).</p>  |
|  | 18.3 | <p>Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers,</p>   |



provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).

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| <b>19. Documents Establishing the Qualifications of the Bidder</b> | <p>19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>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 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.</p> <p>19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country 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.</p> |
| <b>20. Period of Validity of Bids</b>                              | <p>20.1 Bids shall remain valid for the 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.</p> <p>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 28 days beyond the deadline of the extended bid validity 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.</p>   |
| <b>21. Bid Security/ Bid-Securing Declaration</b>                  | <p>21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.</p> <p>21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.</p> <p>21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee,</li> <li>(b) an irrevocable letter of credit, or</li> </ul>   |

(c) a cashier's or certified check,

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.

21.6 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.

21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,

(a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or

(b) if the successful Bidder fails to

(i) sign the Contract Agreement in accordance with ITB 45;

(ii) furnish a performance security in accordance with ITB 46; or

(iii) accept the arithmetical corrections of its bid in accordance with ITB 36.

21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

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

22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

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

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

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 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; and
  - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.

- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate
- 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.
- 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 8, 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, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.

**27. Bid Opening**

- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid

Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. 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.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The

Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

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

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| <b>28. Confidentiality</b>                         | <p>28.1 Information relating to the examination, evaluation, comparison, and 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 information on the Contract award is communicated to all Bidders.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids 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.</p>  |
| <b>29. Clarification of Bids</b>                   | <p>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 Price Bids, in accordance with ITB 36.</p> <p>29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| <b>30. Deviations, Reservations, and Omissions</b> | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>   |
| <b>31. Examination of Technical Bids</b>           | <p>31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.</p>  |

- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) bid security or Bid-Securing Declaration, if applicable; and
  - (d) Manufacturer's Authorization, if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) If accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
    - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Technical 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 nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.



- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, 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 3 (Evaluation and Qualification Criteria).
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
  - (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (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.
- 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid

security may be forfeited, or its Bid-Securing Declaration executed.

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| <b>37. Conversion to Single Currency</b> | 37.1 | For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.   |
| <b>38. Margin of Preference</b>          | 38.1 | Unless otherwise specified in the BDS, a margin of preference shall not apply.  |
| <b>39. Evaluation of Price Bids</b>      | 39.1 | The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.   |
|  | 39.2 | <p>To evaluate a Price Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) the bid price as quoted in accordance with ITB 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) price adjustment due to application of the evaluation criteria specified in Section 3 (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 3; and</li> <li>(e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.</li> </ul> |
|  | 39.3 | <p>The Purchaser's evaluation of a bid will exclude and not take into account,</p> <ul style="list-style-type: none"> <li>(a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;</li> <li>(b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and</li> <li>(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</li> </ul>   |
|  | 39.4 | If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).   |

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| <b>40. Comparison of Bids</b>   | 40.1 | The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.   |
| <b>41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 41.1 | 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. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

## F. Award of Contract

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| <b>42. Award Criteria</b>  | 42.1 | The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.  |
|  | 42.2 | A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.  |
| <b>43. Purchaser's Right to Vary Quantities at Time of Award</b> | 43.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.   |
| <b>44. Notification of Award</b>                                 | 44.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.  |
|  | 44.2 | At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the 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 that was evaluated; (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. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing. |
|  | 44.3 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.  |

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| <b>45. Signing of Contract</b>  | 45.1 | Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.   |
|                                 | 45.2 | Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.   |
| <b>46. Performance Security</b> | 46.1 | Within 28 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 9 (Contract Forms), or another form acceptable to the Purchaser.   |
|                                 | 46.2 | 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 or execution of the Bid-Securing Declaration. 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. |

## Section 2 - Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: <a href="#">PMD/PTDEEP/DTPP- 075/76 - 01</a>
ITB 1.1	The Purchaser is: <a href="#">Nepal Electricity Authority</a>
ITB 1.1	<p>The name of the international competitive bidding (ICB) is: <a href="#">Supply and Delivery of Distribution Transformers (Supply and Delivery of 3D Core CSP Distribution transformers)</a></p> <p>The identification number of the ICB is: <a href="#">PMD/PTDEEP/DTPP-075/76-01</a></p> <p>The number and identification of lots comprising this ICB is: <a href="#">Not Applicable</a></p>
ITB 2.1	The Borrower is: Nepal
ITB 2.1	The name of the Project is: <a href="#">Power Transmission and Distribution Efficiency Enhancement Project</a>
B. Contents of Bidding Document	
ITB 7.1	<p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p>Attention: Ms. Pramila Chaudhary</p> <p>Street address: <a href="#">NEA Training Center Complex, Bhaktapur,</a></p> <p>Floor/Room number: Ground Floor, <a href="#">E112</a></p> <p>City: Kathmandu</p> <p>Country: Nepal</p> <p>Telephone: 977 01 6615457</p> <p>E-mail address: <a href="mailto:pramilaa@live.com">pramilaa@live.com</a>, <a href="mailto:mail.nea.dtp@gmail.com">mail.nea.dtp@gmail.com</a>.</p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2 (i)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <p>Legal registration certificate of the Bidder and all Joint-Venture Partners: <a href="#">Legal registration certificate of the Bidder issued or attested by the relevant authorities in the country where the Bidder is registered needs to be submitted. Where the Bidder is a Joint Venture (JV), the legal registration certificate of each JV partner issued or attested by the relevant authorities in the country where the Bidder is registered needs to be submitted. If the Bidder fails to submit such registration certificates together with its Bid, the Employer may request the Bidder to submit such registration certificates. Failure to submit such registration certificates after request may be grounds for rejection.</a></p>

<b>ITB 11.3 (c)</b>	The Bidder shall submit with its Price Bid the following additional documents:  None
<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative Bids <a href="#">shall not be permitted</a>
<b>ITB 14.5</b>	The Incoterms edition is: <a href="#">Latest edition of INCOTERMS</a>
<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: <a href="#">CIP-Project Site Kathmandu</a>
<b>ITB 14.6 (b) (ii)</b>	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: <a href="#">Not Applicable</a>
<b>ITB 14.7</b>	The prices quoted by the Bidder <a href="#">shall not be adjustable</a> .
<b>ITB 14.8</b>	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.  Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot
<b>ITB 19.2</b>	The Bidder shall include with its bid the Manufacturer's Authorization if the Bidder is not the manufacturer of 3D Core CSP distribution transformers.
<b>ITB 19.3</b>	The Bidder is required to include with its bid, <a href="#">evidence that it will be represented by an Agent in the Purchaser's country</a> .
<b>ITB 20.1</b>	The bid validity period shall be <a href="#">150 days</a> .
<b>ITB 21.1</b>	The Bidder shall furnish a Bid Security in the amount of <a href="#">US\$ 145,000.00</a> or equivalent amount in a Nepalese Rupees, NRs. 16,664,850.  <a href="#">Bid security shall be issued by a bank using the form included in Section 4 (Bidding Form)</a> .
<b>ITB 21.2</b>	The ineligibility period will be: <a href="#">Not Applicable</a>
<b>ITB 21.4</b>	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within Ten (10) days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is: Two (2)

ITB 22.2	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <p>"An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award"</p>
ITB 22.2	The Bidder shall submit an acceptable authorization within Ten (10) days.
<b>D. Submission and Opening of Bids</b>	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <a href="#">Not Applicable</a>
ITB 23.2 (c)	The identification of this bidding process is: <a href="#">PMD/PTDEEP/DTPP- 075/76 - 01: Supply and Delivery of Distribution Transformers (Supply and Delivery of 3D Core CSP Distribution Transformers)</a> .
ITB 24.1	<p>For <b><u>bid submission purposes</u></b> only, the Purchaser's address is :</p> <p>Attention: Ms. Pramila Chaudhary</p> <p>Street address: <a href="#">NEA Training Center Complex, Bhaktapur</a></p> <p>Floor/Room number: <a href="#">Ground Floor, Room E112</a></p> <p>City: Bhaktapur</p> <p>Country: Nepal</p>
ITB 24.1	<p><b>The deadline for bid submission is:</b></p> <p>Date: 10 January 2019</p> <p>Time: 12:00 hrs Nepal Standard Time</p>
ITB 27.1	<p><b>The technical bid opening shall take place at:</b></p> <p>Street address: <a href="#">NEA Training Center Complex, Bhaktapur</a></p> <p>Floor/Room number: <a href="#">Ground Floor, Room E112</a></p> <p>City : Bhaktapur</p> <p>Country: Nepal</p>

	<p>Date: 10 January 2019</p> <p>Time: 12:30 hrs Nepal Standard Time</p>
<b>ITB 27.1</b>	Electronic bid opening procedure shall be as follows: Not Applicable
<b>ITB 27.6</b>	The Technical Bid Submission Sheet shall be initialed by 3 (Three) representatives of the Purchaser attending Technical Bid opening.
<b>ITB 27.11</b>	The Price Bid Submission Sheet and Price Schedules shall be initialed by 3 (Three) representatives of the Purchaser attending Price Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 37.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Nepalese Rupees</p> <p>The source of the selling exchange rate shall be: Nepal Rastra Bank (Central Bank of Nepal)</p> <p>The date for the selling exchange rate shall be: Date for the technical bid opening_</p>
<b>ITB 38.1</b>	<p>A margin of preference shall apply.</p> <p>The application methodology shall be as stipulated in Section 3 (Evaluation and Qualification Criteria).</p>
<b>F. Award of Contract</b>	
<b>ITB 43.1</b>	<p>The maximum percentage by which quantities may be increased is: Twenty percent (20%)</p> <p>The maximum percentage by which quantities may be decreased is: Twenty percent (20%)</p>



# Section 3 - Evaluation and Qualification Criteria

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## 1. Technical Evaluation

### 1.1. Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6, Schedule of Supply shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids. Bid with the guaranteed no load and load losses value exceeding the values prescribed in the Section 6, Technical Specifications shall be rejected.

## 2. Qualification Criteria

### 2.1 Eligibility and Pending Litigation

#### 2.1.1 Eligibility

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

##### 2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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##### 2.1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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##### 2.1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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##### 2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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**2.1.1.5 United Nations Eligibility**

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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### 2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall apply.

#### 2.1.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

## 2.2 Experience and Technical Capacity

### 2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion of at least <b>two (2)</b> contracts of Supply and Delivery of 3D Core CSP Distribution Transformer of value exceeding US\$ 6.0 Million each within the <b>last seven (7)</b> years with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

Note: To substantiate the above, the bidder must submit the notarized end user certificate. End User Certificate shall be on letter head of the end user, indicating the detail address of the end user, Contract Number and Contract Details including the contract price and units of 3D Core CSP Transformer supplied.

### 2.2.2 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the goods offered have : (i) Sold minimum of <b>3000</b> units of 11/0.4 kV, 3D Core type distribution transformers of 200 kVA rating and above over the last <b>five (5)</b> years; (ii) <b>Minimum of 1500 units</b> of above shall be in operation for a minimum of two (2) years.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2

Note: To substantiate the above, the bidder must submit the notarized end user certificates and relevant document.

## 2.2.3 Production Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder or manufacturer shall demonstrate <sup>a</sup> that it can supply <b>annually</b> the type, size, and quantity of the goods at least <b>two times of the bid quantity</b> specified in the Delivery and Completion Schedule in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 3

**- Note -**

<sup>a</sup> Bidder or Manufacturer shall provide evidence of production output.

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

### 2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of \$ 15 million calculated as total payments received by the Bidder for contracts completed or under execution over the last three (3) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 50% of the requirement	Form FIN - 2



### 2.3.3 Cash Flow Capacity (Optional)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is <b>US\$ 2.2 million</b> .	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 50% of the requirement	Form FIN - 3

**Note : Line of Credit shall be in the original Letter Head of Bank, Signed, Stamped and indicating the name of the Project and Bid number.**

Note: The bidder must submit the notarized copy of the audited report if the original document is not in English

**If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section 4, Bidding Forms), the Bidder shall demonstrate that it meets the requirements for**

2.1.1 Eligibility

2. 1.2 Pending Litigation

2.2. 1 Contractual Experience

Manufacturer shall separately demonstrate that it meets the requirement for

2.1.1 Eligibility

2.2.2 Technical Experience, and

2.2: 3 Production Capacity

2.3. 1 Historical Financial Performance

2.3.2 Size of Operation (Average Annual Turnover), and

2.3.3 Cash Flow Capacity

### 3. Economic Evaluation

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

#### 3.1 Adjustment for Scope

##### 3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or Nepal border point to Project Site as defined in section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIP-Nepal Border price.

##### 3.1.2 Minor Omissions or Missing Items

Pursuant to [Sub-Clause 33.3 of the Instruction 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.

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

Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 16.1, are not permitted.

#### 3.3 Adjustment for Deviations in the Delivery and Completion Schedule

[Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section 6 \(Schedule of Supply\).](#)

Deviations from the Delivery and Completion Schedule specified in Section 6, Schedule of Supply, are not permitted.

#### 3.4 Operating and Maintenance Costs

[Not Applicable](#)

#### 3.5 Spare Parts

Only those spare parts and tools that are specified on an item-wise basis in the List of Goods and Related Services in Section 6 (Schedule of Supply), shall be taken into account in the bid evaluation. Supplier-recommended spare parts for a specified operating requirement shall not be considered in bid evaluation.

### 3.6 Performance and Productivity of the Goods (Loss Capitalization)

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

- 3.6.1** The transformer no-load and load losses shall not exceed the following prescribed values. If the guaranteed no load and load losses exceed the prescribed values below, the offer shall be rejected.

For 11/0.4 kV

<b>S.N.</b>	<b>Rating</b>	<b>No Load Loss (watts)</b>	<b>Load Loss (watts)</b>
1	200 kVA, 3-ph	365	2100
2	300 kVA, 3-ph	550	3000

- 3.6.2** In addition to other adjustment of bid price for evaluation purpose only as specified in this section, the bid price shall be adjusted for the evaluation with regard to the loss of values due to no-load losses and load losses by adding the capitalization of loss to the bid price based on the following loss capitalization formula:

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

where,

$P_E$  = Evaluated price

$P_b$  = Bid price

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

$K_L$  = Value of load loss

$L_L$  = Guaranteed load losses at rated current

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

The transformer losses shall be capitalized as follows:

$$K_{NL} = \text{Value of no-load loss} = \text{USD } 4,684 / \text{kW}$$

$$K_L = \text{Value of load loss} = \text{USD } 618 / \text{kW}$$

- 3.6.3** A transformer found to have excess Load Loss and No load Loss up to 15 % and 10 % of the guaranteed value (specified by the Bidder) respectively upon testing carried out before delivery at the delivery point shall be acceptable, provided, however, that each of the Load Loss and No Load Loss derived from the test carried out for each transformer shall be, in any case, not exceed the prescribed value specified in clause 3.6.1 above. Any transformer failing to meet this criterion shall be rejected.
- 3.6.4** For the purpose of this Specification type tests are defined as tests performed on similar transformers of the same general arrangements, same ratings and same mechanical and electrical characteristics.
- 3.6.5** If at any stage it is established that the type test report submitted by the bidder is not satisfactory, discrepant or ambiguous, the NEA reserves the right to ask the bidder/supplier to conduct the type test on the rating/s of transformers chosen by the NEA in presence of their representative to reputed national/international testing laboratory prior to its mass production and all the cost involved in such testing shall be borne by the bidder/supplier.

### 3.7 Multiple Lots (Contracts)

Not Applicable

### 3.8 Margin of Preference

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

- (a) Group A: bids exclusively offering goods manufactured in the country of the borrower (Nepal) if the bidder establishes to the satisfaction of the borrower and ADB that
    - (i) labor, raw material and component from within the country of the borrower (Nepal) will account for 30 (thirty) percent or more of the EXW price of the product offered, and
    - (ii) the production facility in which these goods will be manufactured or assembled has been engaged in manufacturing/ assembling such goods at least since the time of bid submission.
  - (b) Group B: all other bids offering goods manufactured in the country of the borrower (Nepal).
  - (c) Group C: bids offering the goods manufactured abroad that have been already imported or that will be imported.
- 3.8.1 The price quoted for goods in bids of group A and B shall include all duties and taxes paid, or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIP (Nepal border), which is exclusive of customs duties and other import taxes already paid, or to be paid.
- 3.8.2 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A, or group B, is the lowest, it shall be selected for the award.
- 3.8.3 If as a result of the comparison under Clause 3.8.2 above, the lowest evaluated bid is a bid from group C, the lowest evaluated bid from group C shall be further compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group C, for the purpose of this further comparison only, an amount equal to 15 (fifteen) % of the CIP bid price. The lowest bid determined from the last comparison shall be selected.

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# Technical Bid Submission Sheet

**-- Note --**

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

Project Manager  
 Distribution transformers  
 Project management Directorate  
 Nepal Electricity Authority

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8. \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services. \_\_\_\_\_
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2. \_\_\_\_\_.
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>

---

<sup>1</sup> Use one of the two options as appropriate.

- (i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Price Bid Submission Sheet

### **-- Note --**

*The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: Project Manager  
 Distribution transformers  
 Project management Directorate  
 Nepal Electricity Authority

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services. \_\_\_\_\_
- (c) The total Bid price, excluding any discounts offered in item (d) below is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words],  
 [amount in figures]

*The total bid price from the Price Schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows:  
 Discounts: If our Bid is accepted, the following discounts shall apply:  
 \_\_\_\_\_  
 \_\_\_\_\_

Methodology of Application of the Discounts: The discounts shall be applied using the following \_\_\_\_\_ method:  
 \_\_\_\_\_  
 \_\_\_\_\_

- (e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract.



- (g) 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:

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

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

- (h) 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Price Schedule 1 for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder ;

ICB No.: ICB-PMD-DEEP-073/74-04

Page

Item No.	Description	Specification No.	Country of Origin	Domestic Value Added in percent	Quantity & Unit of Measurement		Unit Price EXW Price	Total EXW Price	Other Taxes	VAT	Total Price	
							F/C	F/C	L/C	L/C	F/C	L/C
1	2	3	4	5	6		7	8=6x7	9	10	11=8	12=9+10
11/0.4 kV, 3 phase, 3D Core CSP Distribution Transformer												
i)	200 kVA	DTR			926	Nos.						
ii)	300 kVA	DTR			463	Nos.						
	<b>Total of Schedule 1</b>											

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Price Schedule 2 for Goods to Be Offered from Outside the Purchaser's country

Name of Bidder \_\_\_\_\_ IFB Number ICB-PMD-DEEP-073/74-04 \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Item No.	Description	Specification No.	Country of Origin	Quantity & Unit of Measurement	Unit Price CIP- Nepal Border (Raxaul)	Total Price CIP- Nepal Border	Custom Duties & other Taxes	VAT	Total Price	
					F/C	F/C	L/C	L/C	F/C	L/C
1	2	3	4	5	6	7=5x6	9	10	11=7	12=8+9+10
11/0.4 kV, 3 phase, 3D Core CSP Distribution Transformer										
i)	200 kVA	DTR		926	Nos.					
ii)	300 kVA	DTR		463	Nos.					
	<b>Total of Schedule 2</b>									

**Notes:**

Column 5 and 6: Incoterm in accordance with ITB 14  
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

### Price Schedule 3

#### for Related Services to Be Offered *from Outside and Within the Purchaser's Country*

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Item No.	Description		Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4		5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Local Transportation including Insurance, Handling  200 kVA		926 Nos		Xxx		Xxx	
2	300 kVA		463 Nos		xxx		xxx	
<b>Total Amount</b>								

**Notes:**

Column 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Tables of Adjustment Data (Not Applicable)

**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	---	---	---	a: <u>0.05 to 0.15</u> b: _____ c: _____ d: _____ e: _____
Total					<b>1.00</b>

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	---	---	---		a: <u>0.05 to 0.15</u> b: _____ c: _____ d: _____ e: _____
Total						<b>1.00</b>

**- Note -**

*The base date shall be the date 28 days prior to the deadline for submission of the bid.*

*Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.7.*

# Form of Bid Security

*[insert bank's name, and address of issuing branch or office]*<sup>1</sup>

**Beneficiary:** *[insert name and address of purchaser]*

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

**Bid Guarantee No.:** *[insert number]*

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement 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) 28 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. 758](#).<sup>2</sup>

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## **Note**

*In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.*

<sup>1</sup> All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

<sup>2</sup> Or 758 as applicable.

# Manufacturer's Authorization

Date: ..... *[insert date (as day, month, and year) of bid submission]* .....

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

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 28 of the General Conditions, 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 manufacturer]*

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

### **Note**

*All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.*

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization 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.*



## **Bidder' s Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

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

<b>Bidder' s Information</b>	
<b>Bidder' s legal name</b>	
<b>In case of Joint Venture, legal name of each partner</b>	
<b>Bidder' s country of constitution</b>	
<b>Bidder' s year of constitution</b>	
<b>Bidder' s legal address in country of constitution</b>	
<b>Bidder' s authorized representative</b> (name, address, telephone numbers, fax numbers and e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</li> <li><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ul>	

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

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder' s legal name	
Joint Venture Partner' s legal name	
Joint Venture Partner' s country of constitution	
Joint Venture Partner' s year of constitution	
Joint Venture Partner' s legal address in country of constitution	
<b>Joint Venture Partner' s authorized representative information</b> (name, address, telephone numbers, fax numbers and e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</li> </ul>	

**Form LIT – 1: Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

**Note -**

*This form shall only be included if Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

Contractual Experience		
Contract No ..... of .....	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount		
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criterion 2.2.1 of Section 3		

**- Note -**

*This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in accordance with Criterion 2.2.2 of Section 3	
(i) Product has been in production for at least . . . . . years.	
(ii) Product (or equipment) has been sold a minimum of . . . . . units of similar type and specification over the last 3 years.	
(iii) Product has been in operation for a minimum of . . . . . years.	

**- Note -**

*This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. Purchaser reserves the right to verify authenticity of bidder submissions.*

**Form EXP - 3: Production Capacity**

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

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in accordance with Criterion 2.2.3 of Section 3	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

**- Note -**

*This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. Purchaser reserves the right to verify authenticity of bidder submissions.*

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous ____ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ____:

**Information from Balance Sheet**

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

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN-3.
-----------------------------	--	---

**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 \_\_\_\_ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**- Note -**

*This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*



**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the at the rate of exchange at the end of the period reported.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover (AAT)			

**- Note -**

*This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 3: Cash Flow Capacity**

Specify proposed sources of financing, such as working capital, liquid assets,<sup>1</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (\$ equivalent)</b>
1		
2		
3		

**- Note -**

*This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

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

## Section 5 - Eligible Countries

### List of Eligible Countries of the Asian Development Bank

- |                                  |  |
|----------------------------------|--|
| 1. Afghanistan                   | 35. Federal States of Micronesia       |
| 2. Armenia                       | 36. Mongolia                           |
| 3. Australia                     | 37. Myanmar                            |
| 4. Austria                       | 38. Nauru, Republic of                 |
| 5. Azerbaijan                    | 39. Nepal                              |
| 6. Bangladesh                    | 40. Netherlands                        |
| 7. Belgium                       | 41. New Zealand                        |
| 8. Bhutan                        | 42. Norway                             |
| 9. Brunei Darussalam             | 43. Pakistan                           |
| 10. Cambodia                     | 44. Palau                              |
| 11. Canada                       | 45. Papua New Guinea                   |
| 12. People's Republic of China   | 46. Philippines                        |
| 13. Cook Islands                 | 47. Portugal                           |
| 14. Denmark                      | 48. Samoa                              |
| 15. Republic of Fiji Islands     | 49. Singapore                          |
| 16. Finland                      | 50. Solomon Islands                    |
| 17. France                       | 51. Spain                              |
| 18. Georgia                      | 52. Sri Lanka                          |
| 19. Germany                      | 53. Sweden                             |
| 20. Hong Kong, China             | 54. Switzerland                        |
| 21. India                        | 55. Tajikistan                         |
| 22. Indonesia                    | 56. Taipei, China                      |
| 23. Ireland                      | 57. Thailand                           |
| 24. Italy                        | 58. Democratic Republic of Timor-Leste |
| 25. Japan                        | 59. Tonga                              |
| 26. Kazakhstan                   | 60. Turkey                             |
| 27. Kiribati                     | 61. Turkmenistan                       |
| 28. Korea                        | 62. Tuvalu                             |
| 29. Kyrgyz                       | 63. United Kingdom                     |
| 30. People's Democratic Rep. Lao | 64. United States of America           |
| 31. Luxembourg                   | 65. Uzbekistan                         |
| 32. Malaysia                     | 66. Vanuatu                            |
| 33. Maldives                     | 67. Viet Nam                           |
| 34. Marshall Islands             |  |

# Section 6 - Schedule of Supply

## Contents

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## 1. List of Goods and Related Services

<b>Name: Supply and Delivery of Distribution Transformers (Supply &amp; Delivery of 3D Core CSP Distribution Transformer)</b>			
<b>Delivery Site: Kathmandu</b>			
<b>Item No.</b>	<b>Name of Goods</b>	<b>Unit</b>	<b>Qty</b>
i)	11/0.4 kV, 3 phase, 200 kVA, 3D Core CSP Distribution Transformer	Nos.	926
ii)	11/0.4 kV, 3 phase, 300 kVA, 3D Core CSP Distribution Transformer	Nos.	463
<b>Total</b>		Nos.	1389

## 2. Delivery and Completion Schedule

The delivery schedule indicates a delivery date at the Delivery Site (place of destination).

The delivery period shall start from date of establishment of an operative letter of credit.

The complete delivery must be made within 360 days in following manner.

Item No.	Description of Goods	Delivery Schedule	Completion date
i)	11/0.4 kV, 3 phase, 200 kVA , 3D Core CSP Distribution Transformer	270 days	100% delivery Within 360 days from the date of contract effectiveness
ii)	11/0.4 kV, 3 phase, 300 kVA , 3D Core CSP Distribution Transformer	360 days	

The supplier shall strictly adhere to the above delivery and completion schedule. Failure to comply with the above schedule shall automatically invoke the provision of the Clause 27 of Section VII, General Conditions of Contract, unless the Purchaser accepts the revised delivery and completion schedule submitted by the Supplier with a written application explaining the reasons for the delay.

For the provision of Delivery and Completion schedule following definitions shall be applicable.

### Delivery

The Supplier shall deliver the Goods to the Purchaser's Delivery Site as specified in the Price Schedule of the Price Proposal, or nominated by the Purchaser prior to shipment.

The Goods shall remain at the risk of the Supplier until delivery is completed.

**Delivery** is defined as the Goods placed on the warehouse platform, dock, or ground at delivery site after off-loading of the Goods by the Supplier and all relevant shipping documents have been furnished to the Purchaser. The Goods supplied must be delivered into such stores as may be nominated by the Purchaser and delivery will not be deemed to be complete until the cases/packages have been opened by the Supplier, their contents checked by the Purchaser and the Goods re-protected and repacked by the Supplier to the satisfaction of the Purchaser, or assembled into units at the Purchaser's option. Should there be any damage, defective or missing items (according to the packing list), the Supplier shall replace or repair such items at

his own expense. In case the Supplier fails to do so, the Purchaser may replace or repair the same at the cost of the Supplier.

Time of delivery is important and complete delivery of each item ready for operation at the destination specified in the Price Schedule shall be within the period specified in the Delivery and Completion Schedule, Section VI, Schedule of Supply. The time allowed for delivery to the destination specified shall begin on the date of establishment of operable Letter of Credit.

The Purchaser shall provide certification of receipt of all Goods invoiced and delivered, in each instance, within thirty (30) days. However, this certification of receipt shall not prejudice the Purchaser's remedies stated in other Sections and Clauses for shipment received, which contains damaged materials or missing materials.

### **Delivery Certificate**

Upon receipt of the Goods constituting a Lot or Package as defined in the Price Schedules, at the designated destination, Purchaser will issue a Delivery Certificate in which he shall certify the date on which the Goods have been so delivered.

The Certificate shall be issued within 30 (thirty) days of the receipt of the last delivery of the Goods at the destination as per the Contract. Should the Goods be found defective due to faulty design, or workmanship or damaged due to defective packing or otherwise not be in conformity with the requirements of the Contract, the delivery Certificate shall be withheld until such time as the defects have been corrected. The Goods shall be deemed to have been accepted by the Purchaser after the expiry of 30 (thirty) days from the date of receipt of the last delivery of the Goods at the destination unless the Purchaser has notified to the Supplier of the defects found in the Goods received by them.

The issuance of a Delivery Certificate shall in no way relieve the Contractor of his responsibility for the satisfactory operation of the Goods in terms of the Specification and as per warranty.

### **Final Acceptance Certificate**

Application for the Final Acceptance Certificate may be made to the Purchaser at the end of the Period of Warranty of the Goods or any portion thereof, provided that the Supplier has fulfilled his obligations under the Contract.

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

the Supplier a Final Acceptance Certificate within 30 (thirty) days after receiving an application, provided that the Supplier has fulfilled his obligations under the Contract.



### 3. Technical Specifications

#### 3Ø CRGO 3D CORE CSP TYPE DISTRIBUTION TRANSFORMERS FOR OUTDOOR INSTALLATION

##### 3.1. Scope

These specifications cover design, engineering, manufacture, assembly stage testing, inspection and testing before supply and delivery at site of oil immersed naturally cooled, three phase, 50 Hz, 11 kV CRGO core, Completely Self Protected (CSP), Copper conductor outdoor type Distribution Transformers.

The transformers shall be guaranteed for 3 years from the date of supply and acceptance.

It is not the intent to specify completely herein all the details of the design and construction of material. However, the material shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing in continuous commercial operation in a manner acceptable to the purchaser, who will interpret the meanings of drawings and specification and shall have the power to reject any work or material which in his judgment is not in accordance therewith. The material offered shall be complete with all components necessary for its effective and trouble-free operation. Such components shall be deemed to be within the scope of bidder's supply irrespective of whether those are specifically brought out in this specification and / or the commercial order or not.

The transformer and accessories shall be designed to facilitate operation, inspection, maintenance and repairs. The design shall incorporate every precaution and provision for the safety of equipment as well as staff engaged in operation and maintenance of equipment.

All outdoor apparatus, including bushing insulators with their mountings, shall be designed so as to avoid any accumulation of water.

##### 3.2. Service Condition

The transformers shall be designed and constructed for outdoor installation with three phase 50 Hz, 11 kV system in which the neutral is effectively earthed, suitable for service under supply voltage fluctuation of  $\pm 10\%$  and frequency fluctuation of  $\pm 5\%$ ; and for satisfactory continuous operation under the following conditions:

<i>Ambient temperature:</i>	<i>-5°C to 50°C</i>
<i>Average daily ambient air temperature:</i>	<i>35°C</i>
<i>Location:</i>	<i>various locations in Nepal</i>
<i>Relative humidity:</i>	<i>up to 96%</i>
<i>Altitude:</i>	<i>up to 2000 m above the mean sea level</i>
<i>Seismic level (Horizontal accn.)</i>	<i>0. 30g</i>

Max. wind pressure (Kg./Sq. mm)	200
Isoceraunic level (days per year):	59

The equipment shall be for use in moderately hot and humid tropical climate, conducive to rust and fungus growth.

### 3.3. Standards and Quality Certification

3.3.1 The equipment specified in this Section of the Contract shall conform to the latest edition of the appropriate IEC specifications and/or other recognised international standards *equivalent to IEC Standards*. In particular:

IEC 60076	Power transformers / Distribution transformer
IEC 60137	Insulating Bushings for alternating voltages above 1 kV
IEC 60156	Insulating liquids-Determination of the breakdown voltage at power frequency-test method
ASTM B-49	Specification for Copper wire rod
IEC 60296	Specification for uninhibited mineral insulating oils for transformers and switchgear
IEC 60551	Determination of transformer and reactor sound levels
IEC 60616	Terminal and tapping materials for power transformer
IEC 60722	Guide to lightning and switching impulse testing of power transformers and reactors
IEC 60733	Determination of water in insulating oils.
IEC 5493	Protective coating of iron and steel structures against corrosion.

3.2.3 The manufacturer of the offered transformers must have been accredited with valid ISO9000 quality certification with design in its scope of registration. The bidder shall have inhouse facility to manufacture and testing of the Transformers of offered design. The bidder shall furnish documentary evidence for the above in the bid.

### 3.4 Description

3.4.1 Technical details are given in Table 1. The quantity of the transformers to be supplied shall be as given in the Price Schedule.

#### 3.4.2 Tank

The tank shall be sealed type without any conservator. Alternatively, the bidder may offer hermetically sealed corrugated type tank subject to the approval of the Employer, with bolted cover utilizing a non-breathing gas cushion or other provision to absorb the oil expansion. The volume of the gas shall not be less than 25% of cold oil volume at 15°C. The construction of the tank and cooling fins shall be sufficiently rigid to withstand the forces produced by expansion of hot oil during normal working Conditions.

The completely assembled transformer shall be subjected to Temperature rise test and after completion of the temperature rise test it shall be further subjected to overload test at 150% for two hours at least after which the PRV should not operate nor should be any leakage observed from corrugated fins.

Transformer tanks incorporating corrugated metal walls and/or ends may be offered but the design, methods of construction and testing of such tanks shall be subject to the approval of the Employer. The tank shall be of welded construction and fabricated from mild steel of adequate thickness. All seams shall be properly welded to withstand

requisite impact during short circuit without distortion. All welding shall be stress relieved. The tank cover shall be bolted on to the tank with weather proof, hot-oil resistant, resilient gasket in between for complete oil tightness. Pressed-steel radiators wherever offered shall be mounted on transformer-tanks. The radiator shall be of pressed-steel of corrugated type design. Heat dissipation calculation in respect of the number, size and length of the radiators are to be satisfied by design calculation.

Each transformer shall be provided with a case of rigid construction, which shall be oil-tight and gas-tight. The thickness of all tank sides except the tank-bottom and cover shall not be less than 4.0 mm. The thickness of tank-bottom & cover shall not be less than 6.0 mm. The thickness of CRCA sheet used for corrugation panel shall not be less than 1.2 mm. The tank shall be capable of withstanding, without leakage or permanent deformation, a pressure 25% greater than the maximum operating pressure. Each transformer shall be provided with earthing terminal with clamp type connector.

The tanks with corrugation if supplied, shall be tested for leakage test at a pressure of 0.25 kg/ sq cm measured at the top of tank.

### **3.4.3 Painting**

#### General:

- i All paints shall be applied in accordance with the paint manufacturer's recommendations. Particular attention shall be paid to the following:
  - a) Proper storage to avoid exposure as well as extremes of temperature.
  - b) Surface preparation prior to painting.
  - c) Mixing and thinning
  - d) Application of paints and the recommended limit on time intervals between coats.
  - e) Shelf life for storage.
- ii All paints, when applied in a normal full coat, shall be free from runs, sags, wrinkles, patchiness, brush marks or other defects.
- iii All primers shall be well marked into the surface, particularly in areas where painting is evident, and the first priming coat shall be applied as soon as possible after clearing. The paint shall be applied by airless spray according to manufacturer's recommendations. However, where ever airless spray is not possible, conventional spray be used with prior approval of purchaser.
- iv The Supplier shall, prior to protect nameplates, lettering gauges. Sight glasses, light fittings and similar such items.

#### Cleaning and Surface preparation

- v After all machining, forming and welding has been completed, all steel work surfaces shall be thoroughly cleaned of rust, scale, welding slag or spatter and other contamination prior to any painting.
- vi. Steel surfaces shall be prepared by Sand / Shot blast cleaning or chemical cleaning by Seven Tank process including Phosphating to the appropriate quality.

- Vii The pressure and volume of the compressed air supply for blast cleaning shall meet the work requirements and shall be sufficiently free from all water contamination to ensure that the cleaning process is not impaired.
- viii Chipping, scraping and steel wire brushing using manual or power-driven tools cannot remove firmly adherent mill-scale shall only be used where blast cleaning is impractical. Manufacturer to explain such areas in his technical offer clearly.

#### Protective Coating

- ix As soon as all items have been cleaned and within 4 hours of the subsequent drying, they shall be given suitable anti-corrosion protection

#### Paint Material

- x Followings are the types of paint that may be suitably used for the items to be painted at shop and supply of matching paint to site:
  - a) Oil resistant paint for inside surface.
  - b) For external surface one coat of Thermo Setting paint or 1 coat of Zinc chromate primer followed by 2 coats of Polyurethane base paint. These paints can be either air drying or stoving.
  - c) The colour for the finishing paint shall be light grey or as approved by Purchaser.

#### Painting procedure

- xi All painting shall be carried out in conformity with both specification and with the paint manufacturer's recommendation. All paints in any one particular system, whether shop or site applied, shall originate from one paint manufacturer.
- xii Particular attention shall be paid to the manufacturer's instructions on storage, mixing, thinning and pot life. The paint shall only be applied in the manner detailed by the manufacturer e.g. brush, roller, conventional or airless spray and shall be applied under the manufacturer's recommended condition. Minimum and maximum time intervals between coats shall be closely followed.
- xiii All prepared steel surfaces should be primed before visible re-rusting occurs or within 4 hours, whichever is sooner. Chemical treated steel surfaces shall be primed as soon as the surface is dry and while the surface is still warm.
- xiv Where the quality of film is impaired by excess film thickness (wrinkling, mud cracking or general softness) the Supplier shall remove the unsatisfactory paint coating and apply another. As a general rule, dry film thickness should not exceed the specified minimum dry film thickness by more than 25%. In all instances where two or more coats of the same paint are specified, such coatings may or may not be of contrasting colours.
- xv Paint applied to items that are not be painted shall be removed at supplier's expense, leaving the surface clean, unstained and undamaged.

### Damaged paintwork

- xvi Any damage occurring to any part of a painting scheme shall be made good to the same standard of corrosion protection and appearance as that originally employed.
- xvii Any damaged paint work shall be made good as follows:
- xviii The damaged area, together with an area extending 25 mm around its boundary, shall be cleaned down to bare metal.
- xix A priming coat shall be immediately applied, followed by a full paint finish equal to that originally applied and extending 50 mm around the perimeter of the original damage.
- xx The repainted surface shall present a smooth surface. This shall be obtained by carefully chamfering the paint edges before and after priming.

### Dry Film Thickness

- xxi To the maximum extent practicable the coats shall be applied as a continuous film of uniform thickness and free of pores. Overspray, skips, runs, sags and drips should be avoided. The different coat may or may not be of the same colour.
- xxii Each coat of paint shall be allowed to harden before the next is applied as per manufacturer's recommendation.
- xxiii Particular attention must be paid to full film thickness at edges.
- xxiv The requirements for the dry film thickness (DFT) of paint and the materials to be used shall be as given below:

Sl. No.	Paint type	Area to be painted	No. of coats	Total Dry film thickness (min.)
1	Thermo setting paint.	inside outside	01 01	30 microns 60 microns
2	Liquid paint Zinc chromate (primer)	outside	01	30 microns
	Polyurethane (Finish coat)	outside	02	25 microns each
	Hot oil paint /Varnish	inside	01	35 / 10 microns

### Tests

xxv The painted surface shall be tested for paint thickness.

xxvi The painted surface shall pass the Cross-Hatch Adhesion test, Salt spray test and hardness test as per the relevant ASTM standards.

**NOTE:** Supplier shall guarantee the painting performance requirement for a period of not less than 5 years.

#### **3.4.4 Core**

The transformer shall be of 3 D wound core type for three phase transformers. The stacked core is not acceptable. The cores shall be constructed with prime core-material of interleaved grade non-aging, low loss, high permeability, grain oriented and cold rolled silicon steel laminations, properly treated after being sheared to remove any burrs and shall be re-annealed to remove any residual stresses. The steel shall be thin with thickness less than 0.25mm in lamination. The core symmetry, winding arrangement, and lack of joint areas of the triangular wound cores shall be achieved by using slits of CRGO lamination sheet with continuously varying of the width during the core winding process using a in house PLC based core winding machine enabling an almost circular cross-sectional area of the limbs. Appropriate pressure in accordance with the thickness of the sheet lamination shall be applied during the core winding process so that there is no air gap and core is adequately tightly bound. These rectangular shaped rings shall be manufactured by continuously winding a lamination of electrical steel on a mandrel using core moulds. However, the core rings are arranged in an equilateral triangle (seen from above) in order to assemble the transformer core. All core limbs, which are formed by two adjacent rings each, are positioned at the corners of the equilateral triangle. The manufacturer shall have in house core slitting and core forming facility.

The 3D wound or triangular wound cores shall be constructed by joining three identical wound core rings.

A magnetically symmetric transformer configuration shall be achieved.

The magnetic flux distribution in the limbs and yokes should be uniform so that no part of the core is oversaturated and the stray fields of the different phases cancel to achieve minimal stray flux.

The core formed shall then be adequately annealed in a Annealing furnace with pre-set temperature so as to relieve the stresses in the lamination sheets which are formed during the core winding process. This core structure should then be further insulated using dielectric insulating varnish of high quality. The accuracy of the circular shape of the limbs over its complete length shall be examined using measuring rings. The manufacturer shall have to furnish the calculations for core Losses in his bid specifying clearly the grade of CRGO chosen, the flux density and the building factor chosen.

Only prime quality CRGO sheets should be used in the transformers and no Second/Defective/Scrap CRGO finds way into transformers. Therefore, regarding quality control following documents are to be furnished prior to the mass production of transformers:

1. Invoices of supplier
2. Mill's test certificate
3. Packing list.
4. Bill of landing
5. Bill of entry certificate by custom

6. Description of material, electrical analysis, Physical inspection, certificate for surface defects, thickness and width of the material.

It is to note that, using seconds /defective CRGO sheets if established, NEA shall blacklist the Supplier/Manufacturer.

Transformer Sl. No. shall have to be punched on the Core-Yoke frame.

#### **3.4.5 Permissible Flux Density and Over Fluxing**

Flux density at rated voltage and frequency shall not exceed 1.6 Tesla. The no-load current at rated voltage and at 112.5% voltage shall not exceed the values given below without any positive tolerance.

At 100% rated voltage: 1% of rated full load current

At 112.5% rated voltage: max 2% of rated full load current

The bidder shall submit the design calculation in support of flux density and no-load current at 100% and 112.5% voltage along with drawings of core-steps, limb-diameter, window-height, limb-center, etc. The test for magnetic balance shall be carried out by connecting the LV phase by phase to rated phase voltage and by measuring an, bn, cn voltage.

#### **3.4.6 Winding**

The winding shall be done directly on the 3 D or Triangular core on winding machines which are PLC based for Three Phase Transformers. The design, construction and treatment of winding shall give proper consideration to all service factors. The winding gear should be properly fixed so as to have freely rotation of conductor during the formation of coils on each phase. The winding shall be layer winding circular in shape and is so designed that all coil assemblies are of identical voltage ratio. All delta leads should be clamped tightly. The leads leading to the bushing terminals should be clamped to the horizontal support base so that vibration during short circuit is not passed on to the windings. The completed assembly of core and coils shall be dried in a vacuum sufficient to ensure elimination of air and moisture within the insulating structure. After the drying process, the assembly shall be immediately impregnated with dry oil to develop full electrical strength in the windings. The windings of the transformer shall be fabricated from high conductivity E.C.Grade (A) copper materials / SE Conductor. The winding shall be wound from Double Paper covered Copper conductor.

The core and winding shall be rigidly clamped on core clamps with Tie rods which are adequately tightened on both top and bottom end with positive locking device to ensure adequate mechanical strength. Core and coil assembly shall be capable of withstanding the vibrations and shock during transportation, installation, service and adequate provision shall be made to prevent movement of core and coil assembly relative to the tank during these conditions.

The assembly shall be provided with lifting lugs suitable for lifting complete core and coil assembly of transformer.

### 3.4.7 Current Density

Current density for any part of the winding shall not exceed the following values:

Copper winding transformers:  $\leq 2.4 \text{ Amp/mm}^2$

### 3.4.8 Oil Preservation System

The transformers up to 25 kVA of voltage rating 11/0.4 kV and 11/0.23 kV shall be completely oil filled type. The transformers of higher ratings shall be provided with conservator. The conservator vessel shall have a capacity between highest and the lowest levels of not less than 7.5% of the total cold oil volume of the transformer.

Each conservator vessel shall be fitted with a sufficient-size breather in which silica-gel shall be used as the drying agent. Windows in the silica-gel breathers shall be sufficiently large enough to allow crystal color change to be easily observed. The position of the silica gel breather shall be such that maintenance can be carried out without the need to de-energize the transformer.

### 3.4.9 Short Circuit Capacity

The transformer shall be designed and constructed to withstand, the mechanical and thermal stress produced by short-circuit current which is limited only by the impedance of the transformer only, as per IEC.

### 3.4.10 Tap Changer

An externally operated tap changer for transformers shall be furnished with each transformer, to be operated only when the transformer is de-energized. The tap changer shall include an operating handle, visible indication of tap position and means for locking the tap changer in any desired position. The locking device shall be arranged to prevent locking the tap changer in an off position. Mechanical means shall be provided for limiting the maximum and minimum travelling of the extreme tap positions to be at the maximum and minimum position of the tap changer.

### 3.4.11 Insulating Oil

The insulating oil shall be refined mineral oil. Necessary quantity of oil for the transformer shall be furnished by the contractor. The characteristics of the oil shall be as follows:

Sl.No.	Characteristic	Specified value
1	Electric strength (breakdown voltage) Unfiltered	30 kV (rms) (min)
	Filtered	50 kV (rms) (min)
2	Dielectric dissipation factor (tan delta) at 90 degree C	0.002 (max)
3	Specific resistance (resistivity) at 27	$1500 \times 10^{12} \text{ ohm-}$
4	Specific resistance (resistivity) at 90	$35 \times 10^{12} \text{ ohm-cm}$
5	Flash point (PM closed)	140 degree C
6	Interfacial tension at 27 degree C	0.04 N/m (min)



7	Neutralization value (total acidity)	0.03 Mg KOH/g
8	Water content	35 PPM (max)

Test report for each batch of oil shall be submitted.

### 3.4.12 Bushings

- i) The porcelain portion of HV and LV bushings shall be of standard make and confirm to IEC 60137, "Specification for High voltage porcelain bushings". Creepage distance of the bushing insulator shall be 290 mm for 12 kV transformer and 720 mm for 36 kV transformers. The bushing rods and nuts shall be made of brass material 12 mm diameter for both HV & LV. The bushings shall be fixed to the transformers on sides with straight pockets and in the same plane. The tests as per IEC 60137 shall be conducted on the transformer bushings as detailed below:

Dry flashover voltage withstand test

Wet flashover voltage frequency voltage withstand test

Dry 1 min. withstand voltage

Wet half min. withstand voltage

Impulse withstand voltage (1.2/50 micro seconds positive wave)

- ii) For 33 kV, 50 kV Class, for 11 kV, 17.5 kV class bushings shall be used and for 0.4 kV, 1.1 kV class bushings shall be used.

- iii) Dimensions of the bushings of the voltage class shall conform to IEC 60137.

- v) Brazing of all inter connections; jumpers from winding to bushing shall have cross section larger than the winding conductor. For aluminium standard make aluminium brazing rods shall be used.

In the case of LV bushing, the internal bushing shall be made of tough insulating material like epoxy and shall have embedded stem and a strong coupling connection (screwed) properly secured with a split pin/screw type locking arrangement shall be used between stem of the internal and external bushings.

The LV bushings shall be so located that even under the hottest conditions the level of the transformer oil shall be below the opening meant for fixing the LV bushings. The LV jumpers and bushing material shall be selected and designed for this condition.

The design of the internal bushing for LV shall be such as to provide adequate earth clearance and creepage distance as stipulated in the standards specified. All other tests as per relevant standards shall be applicable.

The bushings shall be of reputed make supplied by the manufactures who are having manufacturing and testing facilities for manufacture of HT insulators.

The terminal arrangement shall not require a separate oil chamber not connected to oil in the main tank.

**3.4.13 Terminal connectors:**

The LV bushing and HV bushing stems shall be provided with suitable detachable terminal connectors so as to connect the jumper without disturbing the bushing stem. High voltage phase windings shall be marked both in the terminal boards inside the tank and on the outside with capital letters 1U, 1V, 1W and low voltage winding for the same phase marked by corresponding small letters 2u, 2v, 2w. The neutral point terminal shall be indicated by the letter 2n.

The high voltage bushings shall have clamp-type terminal lugs suitable for terminating 30-120 mm<sup>2</sup> stranded conductor.

The low voltage bushings shall have clamp-type bi-metallic terminal lugs suitable for terminating aluminum conductor compatible to the kVA rating (with 100% factor of safety) of the transformer.

The low voltage neutral bushings shall include a clamp-type bi-metallic terminal lug for terminating together an earth-wire and an aluminium conductor of neutral circuit of the LV system.

**3.4.13 Additional safety feature and Completely Self Protected (CSP) features:**

The transformers shall be suitable for loading as per IEC or relevant international standard.

The following additional safety accessories shall be provided with each transformer:

**Lightning Arrester:**

The polymer-housed lightning arresters of gapless metal-oxide type (Disconnecter type) of high surge capacity of 9 kV(Vrms), 10 kA ( 8/20 micro wave shape) for 11 kV class transformers and 30 kV (Vrms), 10 kA ( 8/20 micro wave shape) for 33 kV class transformers, conforming to IEC 600 99 shall be mounted on the HV bushings of transformer, clamped securely to the tank, to protect the transformer and associated line equipment from the occasional high voltage surges resulting from lightning or switching operations. The earthing terminal of the lightning arresters shall be grounded separately.

The Lightning Arrester shall have following minimum technical requirements:

i)	Nominal Voltage (System Voltage)	kV	11
ii)	Rated voltage	kV	12
iii)	Continuous Operating Voltage	kV rms	9
iv)	Standard nominal discharge current (8/20js)	kA	10
v)	Line discharge Class		1
vi)	High current impulse (4/10js) - Peak	kA	100

vii)	Steep current (1/20js) maximum	kV	40
	<b>Impulse residual voltage - peak</b>		
viii)	Maximum residual voltage at 10kA for (8/20js)	kV	35
ix)	Switching impulse (30-100/60-200js) maximum residual voltage - peak	kV	30
x)	One second TOV withstand capability	kV	>1.15x12
xi)	<b>Type of housing Insulator</b>		Polymeric
	1) Insulation withstand level		
	a) Lighting impulse (1.2/50js) voltage - peak	kV	75 (Peak)
	b) Power frequency withstand voltage (wet)	kV	28 (rms)
	2) Total creepage distance	mm	276
xii)	Energy absorption Capability (with	kJ/k	Not less than 3.2

The Lightning Arrester shall have a device for disconnecting it from the system in the event of arrester failure to prevent a persistent fault in the system and it shall give a visible indication when the arrester has failed. The arrester disconnecter shall be tested as per IEC 60099-1.

The manufacturer of Lightning Arrester shall possess ISO 9001: 2000 Quality Assurance Certification for the design & manufacture of Lightning Arrester for the plant where the manufacture of Lightning Arrester is done. The Bidder shall furnish a copy of the ISO Certificate certified as true copy of the original by the manufacturer, along with the offer. Manufacturer shall have a minimum of 10 years' experience of the manufacture of 12 kV Metal Oxide Gapless Arresters and shall have supplied to few Electricity Utilities internationally during last 10 years. The manufacturer shall submit proof documents such as supply records, the name and particular of the purchasers, quantity sold, and the year of sale.

The Lightning Arrester shall directly be purchased from the manufacturer and a copy of bill shall be given to inspecting officer at the time of inspection. The bidder shall submit the type test reports as per IEC 600 99-4 with certified drawings, Oscillograms and approved drawing from ILAC/IAF approved laboratory along with the offer.

The transformers shall have the following CSP features.

#### **a) Internal HV Fuses on the HT Side of the Transformer**

Specification for the HT fuses: Expulsion / any other suitable fuse placed in series with the primary windings. This fuse is mounted normally inside of the primary bushing and is connected to the high voltage winding through a terminal block. This has to protect that part of the electrical distribution system which is ahead of the distribution transformers from faults which occur inside the distribution transformer i.e., either in the winding or to the other part of the transformer. It shall be ensured that this fuse does not blow for fault on the secondary side (LT side) of the transformer i.e. the blowing characteristics of the fuse and LT breakers shall be so coordinated that the fuse shall not blow for any faults on the secondary side of the

transformer beyond LT breaker and these faults shall be cleared by the LT breaker only.

**b) Internally Mounted Oil Immersed LT Breaker on the LV Side of the Transformer**

**(i) LT Circuit Breaker**

All LT fault after the breaker shall be cleared by this breaker. As such it shall be designed for perfect coordination with the HT fuse link. The supplier shall furnish the time-current characteristic of LT Circuit breaker and 11 KV fuses for various current multiples. The two characteristics shall be drawn on the same sheet to indicate coordination between the circuit breaker and fuse. This shall be based on the type test, carried out on one of the transformers. In addition, the supplier shall carry out coordination test as indicated above, and this forms one of the tests for acceptance test.

The breaker is to be mounted on the secondary side of the transformer under oil to minimize premature operations from primary surges as would be with undersized line fuses. Three single pole elements are preferred. The breakers shall be coordinated thermally with the transformer rating to follow closely the variations of coil temperature due to fluctuations and ambient temperatures.

This is to be accomplished by connecting the breaker in series between the secondary winding and the load current. The breaker shall be located in the same oil as the core and coil assembly so that the bimetal is sensitive to the temperature of oil as well as the load current (offers with LV breakers of MCCB type are not acceptable for Board). The circuit breaker may be an electro-mechanical device with three main elements viz., (a) temperature sensing, (b) latching and tripping and (c) current interruption.

The temperature sensing function might be accomplished through the use of bimetallic string which would be built into the breaker such that load current of the transformer flows through them. In addition to this a magnetic tripping device is to be provided for all rating transformers for increasing the opening speed of the breaker under high fault conditions. The circuit breaker shall be mounted inside of the transformer so that these bimetallic strips are within the top oil layer of the transformer. The latching and tripping functions of the circuit breaker may be carried out within the assembly parts similar to those used in industrial type air circuit breaker. The circuit breaker shall also be closed and opened manually standing on ground. The current carrying parts of the breakers shall be copper plus a set of copper tungsten current interrupting contacts. The cross section of the current carrying parts of the breaker shall withstand the full load current at a current density not more than 2.5 A/sq.mm (for additional mechanical strength the area should be more).

The magnetic element shall increase the opening speed of the circuit breaker under high fault current conditions. The response of circuit breaker to the thermal activity shall remain unchanged by the addition of the magnetic trip element. The specification to which the breaker conform shall be indicated. Besides, a signal light, controlled by a bimetal in the breaker shall switch on when the transformer load

reaches a pre-determined level indicating that the transformer has been over-loaded and change out shall have to be scheduled without causing an unplanned service interruption.

The manufacturer can offer internally mounted oil immersed LV Breaker either direct communicating with oil or enclosed in a separate box (which is oil contamination free) oil circuit breaker up to 300 KVA for protection of Oil filled distribution transformers against overload and/or short circuit conditions. However if the manufacturer proposes to use the oil communicating breaker then he must demonstrate as how shall he avoid the contamination of oil in overload and short circuit fault conditions during the tripping of the breaker. NEA shall prefer contamination free oil circuit breaker wherever possible.

#### **STANDARDS:**

The applicable standards of Oil Immersed LT oil Circuit specified here below:

i. Tripping Limits and characteristics:

a) Opening under Overload : IEC 60947 Part-2 2003 Conditions

b) Opening under Short Circuit : IEC 60947 Part-2 2003 Conditions

ii. Performance of tripping on overload: IEC 60947 Part-2 2003.

iii. Di-Electric withstand voltage: 3 kV for 1 min as per IS 60947 Part-2 2003

iv. Mechanical operations: 10000 operations. Without Current

v. Operational performance: 2000 operations without with load Current contamination of main tank oil of Distribution transformer.

vi. Temperature rise: IEC 60947 Part-2 2003.

The contamination free LT oil immersed circuit breaker shall be suitable for operation at LT side of Distribution transformer for 3Phase, 50 Hz, till 440 V System in which the neutral is effectively earthed and the same shall be suitable for service under fluctuations in specified supply voltage permissible under the Electricity Rules or relevant International Standards and the frequency variation of -5% and +2%. Offers with LV breakers of outdoor MCCB type are not acceptable to NEA.

#### **c) Load Management Signal Light**

The load management signal light shall perform two functions. It shall show visually when the particular transformer has been operating in an overload condition and shall provide knowledge that for good system management, the economical changeout point for the transformer is fast approaching. The signal light need not indicate temporary over load and shall turn only when the over load condition has existed at a given level for a certain length of time. The LT CSP circuit breaker shall have a set of auxiliary contact built in for signal light operation. These normally open contacts shall form part of the signal light circuit. The signal light circuit shall consist of an auxiliary transformer winding (one or two turns) which generate about 4 volts, for the signal light contacts set within the circuit breakers and the signal light is to be mounted on the transformer tank. The signal light contact set is mechanically connected to the main circuit breaker latching and bimetal system. The signal light mechanism is adjusted so that the signal light contacts will close at a preset thermal condition, which occurs before the main latching system opens the main contacts. The net results are a visual, external indication that a preset load condition has been

reached by the transformer. The signal light mechanism does not reset itself when the load drops off; the signal light remains lighted once the signal light contacts close and can only be turned off by manually operating the external circuit breaker handle.

d) Ring type CTs with Transducer:

The overall dimensions of enclosure shall be such that it should accommodate the LV Bushings, Three Ring Type CTs of rating as indicated below and Transducer of required accuracy. The connection shall be brought out to a small chamber mounted on the side of transformer, ready to be connected with [future data acquisition system](#).

100kVA	150/1A Class 1, 5 VA
200kVA	300/1A Class 1, 5VA
300kVA	450/1A Class 1, 5VA
500kVA	750/1A Class 1, 5VA

The suitable rubber gasket shall be provided between transformer body and enclosure so as rain water shall not enter in the enclosure. Minimum 2.5 sq. mm. copper multistrand (flexible) wire shall be used for connections from CT secondary terminals to Transducer.

### 3.4.15 *Temperature rise*

Maximum oil-temperature rise and maximum winding-temperature rise above ambient-temperature of 45°C when carrying maximum continuous rated current shall not exceed the following;

- a. In oil by thermometer 50°C
- b. In winding by resistance 55°C

The temperature rise of the insulating oil shall be measured near the top of the main tank.

### 3.4.16 Gaskets

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

### 3.4.17 Clearances

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

Voltage	Medium	Phase to Phase, mm	Phase to Phase, mm
11 kV	Air	255	200
400 V	Air	75	55

The clearances shall be maintained by fixing the bimetallic connectors in position.

### 3.4.18 Accessories

The following accessories shall be provided with each transformer.

- ☐ Lower oil filter and drain valve
- ☐ Liquid level gauge
- ☐ Lifting Lug
- ☐ Name plate
- ☐ Tank grounding terminal connector suitable for grounding cable with #6 SWG solid or stranded copper
- ☐ Pressure relief device (reset-able explosion-vent type)

### 3.4.19 Rating and Terminal Marking Plate

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

- Guaranteed No Load Loss and Load loss
- Details of rating (rated output, voltage, phases, frequency etc.)
- Cooling
- Connection and vector diagram
- Weights (Total, weight of core, weight of winding and weight of oil)
- Name of manufacturer and year of manufacture
- Standards of manufacture
- Physical dimension of the transformer
- Any other relevant information

The face of the transformer body shall display the words "Property of Nepal Electricity Authority" on two sides written in indelible paint.

## 3.5 Tests

Tests shall be performed in accordance with IEC standards. In the absence of necessary procedures in IEC standards *for any of the specified tests, such* tests shall be conducted as per the *provisions stipulated in* other equivalent International Standards.

### 3.5.1 Type Tests

The Bidder shall submit, along with the Bid, type test reports (detail) on the following tests performed on identical units.

- Temperature rise tests
- Dielectric Type test
  - i) Impulse voltage tests
  - ii) Separate source AC withstand voltage test

The type test certificates shall be furnished for each type of transformer offered which, in addition to other required data, shall show the actual no-load and full-load losses of the transformer at rated load. For the purpose of evaluation, the higher values of no-load and load losses shall be considered from the values guaranteed by the Bidder and the values given in the type test reports. The test of the transformer shall have been conducted by an independent laboratory accredited by International Laboratory Accreditation

Corporation (ILAC) or International Accreditation Forum (IAF) or government accreditation agency.

### 3.5.2 Routine Tests

The following tests shall be performed on each unit of transformer by the manufacturer before dispatch and submit the test-reports to the Employer.

- Applied voltage test
- Induced voltage test
- No load loss and excitation current test
- Impedance voltage and load loss tests
- Winding resistance measurement
- Ratio tests
- Polarity and phase relation tests
- Leakage tests
- Insulation resistance tests
- Separate source power frequency voltage withstand test
- Dielectric breakdown strength of oil

The bidders are required to furnish the details of testing facilities available at the manufacturer's premises for conducting the tests listed above in 5.2

### 3.5.3 Tests to be witnessed by the Employer

**The Employer's representative(s) shall witness** at the manufacturer's plant in following stages

- (i) In the first stage, after award of the contract and prior to mass production, the manufacturer shall design & manufacture the prototype of Distribution Transformers and carry out type test on identical unit of offered design of each capacity of transformer in one of the following testing laboratories in the presence of representative appointed by Nepal Electricity Authority at no extra cost to the Client/Employer:
  - a. ASTA Certification Services (UK) or National Meteorological Laboratory in UK, accredited to Western European Legal Metrology Corporation.
  - b. CESI (Centro Elettrotecnico Sperimentale Italiano S.P.A) or National Meteorological Laboratory in Italy, accredited to Western European Legal Metrology Corporation,



- c. ESEF (Ensemble Des Stations D' Essais a' Grande Puissance Francaises) or National Metrological Laboratory in France, accredited to Western European Legal Metrology Corporation,
- d. B.V. KEMA (KEMA) or National Metrological Laboratory in Netherlands, accredited to Western European Legal Metrology Corporation,
- e. National Metrological Laboratory in Japan, accredited to National Laboratory Accreditation System in Japan,
- f. National Metrological Laboratory, accredited to American Association for Laboratory Accreditation,
- g. The type test from other internationally recognised independent meter test laboratory, such as PTB, Germany; PTP, Austria; NMI, Holland; Falcon Test Lab and UK, Ofgem (formerly known as 'Offer'), Ireland

**or in Independent Laboratory accredited by International Accreditation Corporation ( ILAC) or International accreditation forum (IAF).**

All the type tests shall be concluded within 120 days after the award of Contract. The suppliers shall be allowed to mass production only after satisfactory result of Type Test.

- (ii) Second stage Inspection will be done when the raw material is received, and the assembly is in progress in the shop floor. After the main raw-materials i.e. core and winding materials and tanks are arranged and transformers are taken for production on shop floor and 20-25% under each lot of assembly has been completed. The supplier shall intimate the NEA, in this regard, so that an inspecting officer for carrying out such inspection could be deputed, as far as possible within fifteen days from the date of intimation. During the first stage inspection, a few assembled cores shall be examined to ensure that the CRGO laminations of M3 or Superior Grade used are of good quality. During this stage of inspection the Manufacturer shall provide the inspectors documentary evidence such as purchase order, bill of lading, delivery receipt, factory test certificate and type test report (from the independent laboratory accredited by International Accreditation Corporation (ILAC) or International Accreditation Forum (IAF) or other reputed Accreditation Agencies) of the core and winding materials to be used specifically for the manufacturing of Transformers under the subjected contract.
- (iii) Pre dispatch inspection will be carried out at finished stage i.e. transformers are fully assembled and are ready for dispatch. As and when the transformers are

ready for dispatch, an offer intimating about the readiness of transformers, for pre dispatch inspection for carrying out routine tests (specified in Clause 3.5.2) on minimum 2% quantity of offered lot shall be sent by the supplier along with Routine Test Certificates as specified in Clause 3.5.2.

In addition to above the Purchaser's representative(s) shall also witness the

(a) temperature-rise test,

(b) Dielectric type-test for each type (and rating) of transformer on at least 2 (two) % of each type (and rating) of transformer to be procured.

The sample shall be selected by the Employer's representative(s) from the complete-lot ready for dispatch. The above mentioned tests shall be carried out in the premises of the Manufacturer.

(iv) Testing after Delivery of Goods:

The Supplier shall carry-out [which the Purchaser's representative(s) shall witness the following tests in a laboratory owned or nominated by the Employer after delivery in Nepal which shall be the Final Test for acceptance of Transformers.

a) Temperature rise test on at least one transformer of each rating.

b) No Load Loss and Load Loss test on 100 (hundred) % of transformer

Cost for such tests (per unit and respective ratings of distribution transformer) shall be quoted in the Price Schedule and shall be paid by the Supplier. The cost for testing shall be as published in the NEA Citizen Charter and shall prevail.

(v) Dispute on quality of Goods:

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

NEA at its discretion can open one of the randomly selected Transformer from one or each rating to verify the internal details of the transformer like conductor size, conductor material used, core lamination thickness etc. If there is any deviation found in the same from the technical data sheet and/or from the type tested design (within tolerance for dimensions as per IEC standards), the purchaser has the discretion to reject the entire lot of the transformers without any notice to manufacturer with financial implications entirely on manufacturer for replacement with a right material.

### 3.6 Evaluation

- 3.6.1 The transformer no-load and load losses shall not exceed the following prescribed values. If the guaranteed no load and load losses exceed the prescribed values below, the offer shall be rejected.

For 11/0.4 / .23 kV

<i>S.N.</i>	<i>Rating</i>	<i>No Load Loss (Watts)</i>	<i>Load Loss (Watts)</i>
1	200 kVA, 3-ph	365	2100
2	300 kVA, 3-ph	550	3000

- 3.6.2 Liquidated damage for Excessive losses: During testing, if it is found that the actual measured losses are more than the values guaranteed by the bidder (provided that they are within the limit specified in Clause 6.1 above), a penalty shall be recovered from the bidder at double the loss capitalization rates arrived at clause 6.2 above. For fraction of a kW, proportionate penalty will be recovered.

A transformer found to have excess Load Loss and No load Loss up to 15 % and 10 % of the guaranteed value (specified by the Bidder) respectively upon testing carried out before delivery at the delivery point shall be acceptable, provided, however, that each of the Load Loss and No Load Loss derived from the test carried out for each transformer shall be, in any case, not exceed the prescribed value specified in clause 3.6.2 above. Any transformer failing to meet this criterion shall be rejected.

- 3.6.3 For the purpose of this Specification type tests are defined as tests performed on similar transformers of the same general arrangements, same ratings and same mechanical and electrical characteristics.

- 3.6.5 If at any stage it is established that the type test report submitted by the bidder is not satisfactory, discrepant or ambiguous, then NEA reserves the right to ask the bidder/supplier to conduct the type test on the rating/s of transformers chosen by the NEA in the presence of their representative at reputed national/international testing laboratory prior to its mass production *and/or* dispatch. The costs involved in organizing and conducting such tests shall be borne by the bidder/supplier.

### **3.7. Bid Documentation**

- 3.7.1 The Bidder shall furnish with the Bid, the following documentation:

- a) One (1) clear copy of the IEC standards governing fabrication and testing of the transformers.
- b) Two (2) clear certified copies of type tests carried out for each rating as required by the governing IEC standard and the specifications.
- c) Two (2) copies of certified outline drawings for each kVA rating showing dimensions, arrangements, and locations of all parts.
- d) A clause-by-clause commentary on the specification, specifying compliance or deviations, if any.

**RATINGS AND FEATURE FOR DISTRIBUTION TRANSFORMER**

(i) TABLE 1

Type	Three-phase, 11/0.4 kV, 3D wound core CSP
Rated power	As specified in the Price Schedule
Rated voltage	- Primary 11kV - Secondary 400/230V
Max system voltage-	Primary 12kV Secondary 440V
Rated Frequency	50Hz
Connection	- Primary Delta - Secondary Grd. Wye
Cooling System	ONAN
Vector group	Dyn 11
Rated impedance voltage	3.5 - 4.5%
BIL for windings and bushings for primary side	75kV
Withstand voltage, 50 Hz, 60 Sec.	- Primary 28kV - Secondary 3kV
No load tap changer	+/- 2.5%, +/- 5% on HV side (for 100 kVA and above)
Mounting	Platform
Insulation levels (IEC) 76	LI 75 AC 28/AC 3
Insulation temperature class (IEC 76)	A
Maximum allowable noise level at 3 metre hemispherical radius	<44 dB
Applicable standard	These Specifications and IEC

**TECHNICAL DATA SHEET**

(To be completed by Bidder for each transformer rating)

**Item Description**

- |     |   |  |
|-----|---|--|
| 1.  | Manufacturer  |  |
| 2.  | Copies of IEC standards attached?                     | Yes/No                                     |
| 3.  | Copies of type test for each rating attached?         | Yes/No                                     |
| 4.  | Copies of outline drawings<br>for each size attached? | Yes/No                                     |
| 5.  | Winding material:                                     | _____                                      |
| 6.  | Primary Winding BIL                                   | _____ kV                                   |
| 7.  | Primary Bushing BIL                                   | _____ kV                                   |
| 8.  | Accessories listed below furnished?                   |  |
|     | a) Lower oil filter valve                             | Yes/No                                     |
|     | b) Liquid level guage                                 | Yes/No                                     |
|     | c) Lifting lugs                                       | Yes/No                                     |
|     | d) Hand hole  | Yes/No                                     |
|     | e) Tank earthing terminal                             | Yes/No                                     |
|     | f) Overload protection                                | Yes/No                                     |
|     | If yes, details attached?                             | Yes/No                                     |
| 9.  | Testing facilities available at Manufacturer's Plant  |  |
|     | <u>Description</u>                                    | <u>Name of the test equipment/facility</u> |
|     | Applied voltage test                                  |  |
|     | Induced voltage test                                  |  |
|     | No load loss and excitation current test              |  |
|     | Impedance voltage and load loss tests                 |  |
|     | Resistance measurement                                |  |
|     | Ratio tests   |  |
|     | Polarity and phase relation tests                     |  |
|     | Leakage tests   |  |
|     | Insulation resistance tests                           |  |
|     | Temperature rise test                                 |  |
|     | Dielectric Type test                                  |  |
|     | Tank pressure test                                    |  |
| 10. | Design information                                    |  |
|     | Rated kVA (IEC rating), kVA.....                      |  |
|     | Number of phases .....                                |  |
|     | Frequency, Hz .....                                   |  |
|     | Voltage ratio at no-load , kV.....                    |  |
|     | Winding connections.....                              |  |
|     | Type of core sheet.....                               |  |
|     | Magnetising current at normal ratio:                  |  |
|     | hv, Amp .....   |  |

- Iv, Amp .....
- Maximum flux density in core iron at normal voltage and frequency based on the net section of iron:
  - Cores, T .....
  - Yokes, T .....
- Type of winding:
  - hv .. ..
  - Iv .....
- Maximum current density in winding at rated power:
  - hv, Amp/mm<sup>2</sup> .....
  - Iv, Amp/mm<sup>2</sup> .....
- Type of insulation used for:
  - hv winding .....
  - Iv winding .....
- No-load loss at normal voltage ratio and 75°C, Watt .....
- Load loss at rated current and at 75°C, Watt .....
- Regulation at 75°C and rated power as a percentage of normal voltage:
  - at 1 p.f, % .....
  - at 0.8 p.f, % .....
- Impedance voltage at 75°C and rated power:
  - at normal tapping, % .....
  - at -5% tapping % .....
  - at +5% tapping % .....
- Efficiency at 1 p.f 125% load and rated current, % .....
- Efficiency at 1 p.f 100% load and rated current, % .....
- Efficiency at 1 p.f 75% load and rated current, % .....
- Efficiency at 1 p.f 50% load and rated current, % .....
- Efficiency at 1 p.f 25% load and rated current, % .....
- Load at which maximum efficiency will occur, % .....*
- Maximum efficiency, % .....*
- Temperature rise at rated kVA by thermometer in oil .....
- Temperature rise at rated kVA by resistance of windings .....
- Permissible overload .....
- Transformer insulating oil specification .....
- Total volume of insulating oil at 20°C, litre .....
- Effective expansion capacity of conservator, litre .....
- 11 Approximate weight and dimensions
  - Weight of core, kg.....
  - Weight of winding, kg, .....
  - Weight of tank and fittings, kg.....
  - Weight of oil , kg.....
  - Total weight, kg.....
- 12 Radiator details
  - No of radiators per transformer, no .....
  - No. of fins per radiator, no .....
  - Width of each fin, mm .....
  - Thickness of radiator, mm.....

- 13 Tank dimensions  
Length, mm .....  
Breadth, mm .....  
Height, mm .....  
Tank sheet thickness (sides x bottom x top), mm .....
- 14 Approximate dimensions including fittings:  
**Overall length, mm.....**  
  
**Overall width, mm.....**  
  
Overall height, mm.....

## 4. Drawings



# Section 7 - General Conditions of Contract

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**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, appendixes, 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) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (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 specified in the Special Conditions of Contract (SCC).
- (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 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) "ADB" is the Asian Development Bank.

(q) "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 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

(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 (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
- (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy,

including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

- 3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

#### 4. Interpretation

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

#### 4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) 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 SCC.

#### 4.3 Entire Agreement

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

<sup>1</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

#### 4.4 Amendment

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

#### 4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

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

### 5. Language

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

### 6. Joint Venture

- 6.1 If the Supplier is a Joint Venture 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. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 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.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 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.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 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.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, 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 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, 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.

- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 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.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 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 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 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.
- 18.3 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.

- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 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.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 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.
- 20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier needs to share with ADB 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.
- 20.4 The above provisions of GCC Clause 20 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.



- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 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.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (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.
- 22.2 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 6 (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 33.
- 23. Packing and Documents**
- 23.1 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.
- 23.2 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.

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| <b>24. Insurance</b>             | 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.   |
| <b>25. Transportation</b>        | 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).  |
| <b>26. Inspections and Tests</b> | <p>26.1 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 Section 6 (Schedule of Supply).</p> <p>26.2 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 the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, 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.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, 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.</p> <p>26.4 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.</p> <p>26.5 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.</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7 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</p> |

the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

- 26.8 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 Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, 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 35.

**28. Warranty**

- 28.1 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.
- 28.2 Subject to GCC Subclause 22.1, 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.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 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 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 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.
- 28.5 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.
- 28.6 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.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, 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.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 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.

29.4 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.

29.5 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.

- 30. Limitation of Liability**
- 30.1 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 amount specified in the SCC, 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.
- 31. Change in Laws and Regulations**
- 31.1 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 the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 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.
- 32.2 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.
- 32.3 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.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, 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.

33.2 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 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 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.

#### **34. Extensions of Time**

34.1 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 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, 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 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

#### **35. Termination**

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
  - (ii) if the Supplier fails to perform any other obligation under the Contract.

- (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 35.1(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.

### 35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such 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.

### 35.3 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 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 36. Assignment

- 36.1 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.

## 37. Respectful Work Environment

- 37.1 The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that

creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

- 37.2 The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.



## Section 8 - 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(j)</b>	The Purchaser's country is: Nepal
<b>GCC 1.1(k)</b>	The Purchaser is: Nepal Electricity Authority
<b>GCC 1.1 (q)</b>	The Site is: Kathmandu
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: Latest edition of INCOTERMS
<b>GCC 5.1</b>	The language shall be: English  Language for translation of supporting documents and printed literature is: English
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be:  Attention: Ms. Pramila Chaudhary  Street address: <a href="#">NEA Training Center Complex, Bhaktapur,</a>  Floor/Room number: Ground Floor, <a href="#">E112</a>  City: Kathmandu  Country: Nepal  Telephone: 977 01 6615457  E-mail address: <a href="mailto:pramilaa@live.com">pramilaa@live.com</a> , <a href="mailto:mail.nea.dtp@gmail.com">mail.nea.dtp@gmail.com</a>
<b>GCC 9.1</b>	The governing law shall be: Laws of Nepal
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be: arbitration  <b><u>For a contract with a Foreign Supplier:</u></b>  Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.  Place of arbitration: Singapore

	<p><b><u>For a contract with a Local Supplier:</u></b></p> <p><b>As per procedures of NEPCA (Nepal Council of Arbitration).</b> The place of arbitration shall be in the Employer's country</p> <p>Place of arbitration: Kathmandu</p>
<b>GCC 11.1</b>	<p>The Scope of Supply shall be defined in : Section 6, Schedule of Supply. [Note: At the time of awarding the contract, the Purchaser shall specify any change in the scope of supply with respect to Section 6 (Schedule of Supply) included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award]</p>
<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be: For Goods supplied from abroad as per Incoterms CIP :</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 loading 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) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>(b) original and two copies of the negotiable, clean, on-board bill of lading marked "freight paid" and two copies of non-negotiable bill of lading;</li> <li>(c) two 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> <li>(f) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(g) Certificate of origin.</li> </ul> <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 notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(a) two copies of the Supplier's invoice showing the description of the</li> </ul>

	<p>Goods, quantity, unit price, and total amount;</p> <p>(b) delivery note, 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>The Purchaser shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.2</b>	The price adjustment shall be: not applicable

<p><b>GCC 16.1</b></p>	<p>Payment of the Contract Price shall be made in the following manner: The terms of payment shall be: For Goods and Related Services supplied from outside the Purchaser's country:</p> <p>For Foreign Currency (FC) portion:</p> <ul style="list-style-type: none"> <li>(a) Advance Payment: Ten (10) percent of the FC Portion (CIP Price) within twenty-eight (28) days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section IX, Contract Forms.</li> <li>(b) On Shipment: The Purchaser shall pay the Supplier sixty (60) percent of the FC Portion (CIP Price) of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1.</li> <li>(c) On Acceptance: Twenty five (25) percent of the FC Portion (CIP Price) of Goods received shall be paid within twenty-eight (28) days of receipt of the Goods upon submission of the claim supported by the acceptance certificate issued by the Purchaser.</li> <li>(d) Five (5) percent will be withheld as retention which will be paid after warranty period.</li> <li>(e) For the suppliers not registered in VAT of the Purchaser's country, 5% TDS is applicable on payments as per prevailing rules in Nepal.</li> </ul> <p>For Local Currency (LC) portion:</p> <ul style="list-style-type: none"> <li>(a) Eighty (80) percent on delivery of goods to the designated delivery point.</li> <li>(b) Fifteen (15) percent upon certification by the Purchaser that all goods have been received at designated delivery point on the basis of the Routine Test Report carried out by the Purchaser.</li> <li>(c) Five (5) percent will be withheld as retention which will be paid after warranty period.</li> </ul> <p>For the suppliers not registered in VAT of the Purchaser's country, 5% TDS is applicable on payments as per prevailing rules in Nepal.</p>
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	<p>For Goods and Related Services supplied from within the Purchaser's country:</p> <ul style="list-style-type: none"> <li>(a) Advance Payment: Ten (10) percent of the Contract Price within twenty-eight (28) days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section IX, Contract Forms.</li> <li>(b) On Delivery: The Purchaser shall pay the Supplier eighty (80) percent of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country under the ADB commitment procedure, upon submission of documents specified in SCC Clause 12.1.</li> <li>(c) On Acceptance: Five (5) percent of the Contract Price of Goods received shall be paid within twenty eight (28) days of the receipt of the Goods upon submission of the claim supported by the acceptance certificate issued by the purchaser.</li> <li>(d) Five (5) percent will be withheld as retention which will be paid after warranty period.</li> <li>(d) One and half (1.5) percent % will be deducted as advance tax deduction.</li> </ul>
<b>GCC 16.4</b>	The currencies for payments shall be: Currency(ies) of the Bid
<b>GCC 18.1</b>	The Supplier shall provide a Performance Security of ten (10%) percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: The Performance Security shall be in proportion to the amount and currencies of the contract price
<b>GCC 18.3</b>	<p>The forms of acceptable Performance Security are: The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> <li>(a) "A bank guarantee issued by a reputable bank located in Nepal or abroad, acceptable to the purchaser, in the format included in Section IX, Contract Forms." If the bank guarantee is issued by a foreign bank, a counter bank guarantee must be provided by local commercial bank of Nepal.</li> <li>(b) "A Cashier's check or certified check drawn in favor of the Purchaser issued by a reputable bank located in Nepal or abroad, acceptable to the Purchaser."</li> </ul>

<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: In the case of foreign Supplier: not later than twenty eight (28) days after expiration of the Warranty pursuant to GCC Sub-Clause 28.3.</p> <p>In the case of Nepali Supplier: not later than twenty eight (28) days after expiration of the Warranty pursuant to GCC Sub-Clause 28.3 and upon submission of income tax clearance certificate issued by Government of Nepal(GON) Tax Office</p>
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<p><b>GCC 23.2</b></p>	<p>The packing, marking, and documentation within and outside the packages shall be: <b>Packing of Goods:</b></p> <ul style="list-style-type: none"> <li>(a) The Supplier shall adhere to and/or require his Suppliers of procurement items to adhere to export packing requirements to ensure that such packing shall be so constructed as to avoid loss or damage from the elements, pilferage or the hazards of handling and storage. Such packing shall be sufficiently strong so that it will not break, allow Goods to move within the package, leak, or fall apart, thereby exposing the contents. Packing should be sufficient to withstand rough handling and exposure to extreme temperatures, salt and precipitation during transit and/or storage.</li> <li>(b) Where applicable, the Supplier shall pack and crate all equipment for sea shipment in a manner suitable for export to a tropical humid climate in accordance with internationally accepted export practices and in such a manner to protect the equipment from damage and deterioration in transit by road, rail or sea. The Supplier shall be held responsible for all damages due to improper packing.</li> <li>(c) Lumber used in the fabrication of all shipping containers shall be new, sound, well seasoned and free from knots and decay. Containers shall be sufficiently strong to prevent loss from pilferage or damage from stacking, shipping, or handling.</li> <li>(d) Commodities subject to damage from the elements shall be preserved in a manner appropriate to the commodity and to the best commercial standards. Such commodities shall be packed in wooden crates or wooden boxes with a waterproof liner. Commodities normally packaged in cardboard containers shall be shipped in wooden crates or boxes with waterproof liners.</li> <li>(e) In accordance with good packing practices, materials shall be packed in the smallest possible containers since ocean freight is usually based on cubic measurement. Interior blocking, bracing, and cushioning shall be provided where necessary to absorb shocks, prevent rattling and damage from destructive forces. Packages containing fragile material shall be so marked in bold letters and shall be tropicalized. Machined parts must be thoroughly greased and amply protected against rust-forming and other corrosive elements. The use of open type crating and/or similar packing shall be restricted to materials not susceptible to pilferage, dismantling or to damage by the elements of salt water. This method of packing shall not be used without obtaining the prior approval of the Purchaser.</li> <li>(f) One protected copy of packing list and weight certificate for each case shall be enclosed in that crate or box.</li> </ul>
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All items must be packaged in manufacturer's quantities, as would be delivered to a retailer and all packages of a given item shall contain the same number of pieces. Bulk shipment is specifically prohibited. Individual packages shall be sufficiently strong to withstand normal handling and storage. **Shipping Form**

To: NEA-Per Bid Package Site Delivery Designation

For: Power Transmission and Distribution Efficiency Enhancement Project

ADB Loan No: \_\_\_\_\_  
 Lot No: \_\_\_\_\_  
 Package No: \_\_\_\_\_  
 Contract No: \_\_\_\_\_  
 Letter of Credit: \_\_\_\_\_  
 Contents (or Item): \_\_\_\_\_  
 Unit: \_\_\_\_\_  
 Quantity: \_\_\_\_\_  
 Gross Weight: \_\_\_\_\_ kg.  
 Tare Weight: \_\_\_\_\_ kg.  
 Net Weight: \_\_\_\_\_ kg.  
 Dimensions-Meters (Height-Width-Depth): \_\_\_\_\_  
 Total Cubic Meters: \_\_\_\_\_

Name of Project Component:

The Supplier shall be required to show the following information on all Packing Lists:

- (a) ADB Loan Number.
- (b) Reference number of the Contract.
- (c) Contractor's Order Number.
- (d) Item Number of Contractor's Order, if any.
- (e) Invoice for Itemized cost of each material related to d).
- (f) Export marking, other marks and package number of each package and of each shipment.
- (g) Outside dimensions of each package in terms of length, width and height in meters.
- (h) Total cubic measurement of the shipment in cubic meters.
- (i) Package number and total number of packages in the shipment.
- (j) Manufacturer's serial number/numbers of equipment in shipment, if any.



	<p><b>Marking of Goods:</b></p> <p>The Supplier shall adhere to and/or require his subcontractors to adhere to the following provisions for export marking:</p> <ul style="list-style-type: none"><li>(a) All external marking must be legibly and durably painted/stenciled on two (2) sides and both ends of containers in letters at least five (5) centimeters high. Under no circumstances shall chalk or crayon be used.</li><li>(b) Packages from each Supplier must be numbered consecutively. No two (2) packages delivered shall carry the same package number.</li><li>(c) Net, tare and gross weights in kilograms as well as the correct outside measurement in terms of length, width and height in the Metric system must be shown on each package.</li><li>(d) Marks indicating where to "SLING" will be emphasized on containers by stamping/painting and arrows on the exposed surface.</li><li>(e) In the event that prior approval has been obtained from the Purchaser to forward pieces without packing as be safely protected or bundled, using ample metal binding, and metal tags bearing the required marks must be firmly wired to each bundle in at least two (2) visible places.</li><li>(f) In the event that prior approval has been obtained from the Purchaser to forward pieces without packing as be safely protected or bundled, using ample metal binding, and metal tags bearing the required marks must be firmly wired to each bundle in at least two (2) visible places.</li><li>(g) All packages Shipping Forms shall be labeled with the "Project Component" name exactly as listed in the Bid Package quantity list. The intent of this requirement is to facilitate redistribution to various project sites remote from the Port of Entry. Unless otherwise specified by the Purchaser, the only other marks to be used on shipping containers are shown in Shipping Form(s)as follows:</li></ul>
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<b>GCC 24.1</b>	<ul style="list-style-type: none"> <li>(a) The Supplier shall provide and maintain insurance applying to all shipments of Goods with continuous coverage from the factory to the Purchaser's Delivery Site warehouses as nominated by the Purchaser including 3 months period after delivery of goods.</li> <li>(b) The Supplier shall provide marine insurance if sea transportation is required and insurance for all inland transportation to the Purchaser's Delivery Sites as nominated by the Purchaser.</li> <li>(c) The Supplier must insure the Goods in an amount equal to one hundred and ten (110) percent of the CIP (...named place of destination) or EXW price of the Goods from "factory" to "Delivery Sites" on "All Risks" basis, including War Risks and Strikes.</li> <li>(d) The Supplier shall file with the Purchaser properly executed certificates of insurance or copies of insurance policies before commencing shipment. These certificates shall be mailed or sent through air courier in accordance with GCC Sub-Clause 8.1.</li> <li>(e) Certificates of insurance shall contain the following information: <ul style="list-style-type: none"> <li>i. Name and address of the insurance company, policy number and expiration date.</li> <li>ii. Signatures of insurance company representative or agent and address thereof.</li> <li>iii. Types of coverage and limits of insurance.</li> <li>iv. A statement indicating that the Purchaser shall receive at least thirty (30) days in advance written notice of cancellation of any of the policies or modifications of the insurance.</li> </ul> </li> <li>(f) The Supplier shall be responsible that Sub-Contractors, if any, maintain the same insurance cover and comply with the same provisions required for the Supplier.</li> <li>(g) The furnishing of the foregoing insurance by the Supplier shall not limit any of the obligations or liabilities of the Supplier imposed under this Supplier or by the laws of Nepal.</li> <li>(h) In the event that, prior to acceptance by the Purchaser any material is lost or damaged to the extent that in the opinion of the Purchaser it cannot be used, the Supplier agrees to make immediate shipment of replacement material upon notification by the Purchaser of the types and quantities of materials to be replaced. The shipment of replacement material shall not be delayed pending investigation of the cause of such loss or damage or by the filing and processing of insurance claims. If the Purchaser agrees that any damaged material may be repaired instead of requiring replacement, the Supplier agrees to effect the repairs to the satisfaction of the Purchaser as promptly as possible and to pay the full cost thereof.</li> </ul>
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	<p>(i) The Supplier agrees to prepare and submit to the insurance carrier all claims for loss or damage. The Purchaser will assist the Supplier in compiling the needed information or data to identify the materials lost or damaged. The Supplier agrees that any payment resulting from insurance claims will be made by the insurance carrier to the Supplier and will constitute full and complete compensation for the replacement of material.</p>
<b>GCC 25.1</b>	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>(a) The Supplier shall provide local transportation from the factory (EXW), or inland transportation from a sea port-of-entry, to the Purchaser's Delivery Sites as specified in the Price Schedule. All local/inland transportation of the Goods from the factory or port-of-entry shall be accomplished by motorized, covered or enclosed conveyances. The local/inland transporter shall be registered with Government of Nepal and the Supplier shall consult the Purchaser before appointing the inland transporter.</p> <p>(b) The Supplier shall provide sea transportation as required. Transport of the Goods as deck cargo is specifically prohibited. The Supplier shall arrange all shipping details, including the vessel selection.</p> <p>The Supplier shall furnish all transportation details required to deliver the Goods to the Delivery Sites warehouse as specified in the Bid</p>
<b>GCC 26.2</b>	<p>Inspection and Tests as specified in Section 6 shall be conducted at the following places:</p> <ul style="list-style-type: none"> <li>- Type test : at Independent International Accredited Laboratory as specified in Section 6</li> <li>- Routine test (including Stage Inspections) : at Sub-Contractors or Manufacturers Laboratory</li> <li>- Acceptance Tests after Delivery: at Purchaser's Laboratory in the presence of Contractor's representative.</li> </ul>

<b>GCC 27.1</b>	<p>The applicable rate for liquidated damages for delay shall be: Five hundredth (0.05%) per day or part thereof. The maximum amount of liquidated damages shall be: Ten (10%) of the contract price.</p> <p>Liquidated damage for excessive losses: During testing, if it is found that the actual measured losses (Load Loss and No Load loss) are more than the values quoted by the bidder, liquidated damages shall be applied to the Supplier (Contractor) at the rate of USD 9368 per KW for exceeded No Load Loss and USD 1236 per KW for exceeded Load Loss. For fraction of a kW, proportionate liquidated damage will be applied.</p>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: thirty six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted</p> <p>The place of final destination shall be: Kathmandu</p>
<b>GCC 28.5</b>	<p>The Supplier shall correct any defects covered by the Warranty within sixty (60) days of being notified by the Purchaser of the occurrence of such defects.</p>
<b>GCC 30.1 (b)</b>	<p>The amount of aggregate liability shall be: Hundred (100%) percent of the contract price.</p>

# Section 9 - Contract Forms

## Table of Forms

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# Notification of Award

---- on letterhead of the purchaser ----

## Letter of Acceptance

..... date. ....

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

Subject: ..... Notification of Award Contract No. ....

This is to notify you that your Bid dated .... date .... for execution of the ..... name of the contract and identification number, as given in the Bid Data Sheet ..... for the Accepted Contract Amount of the equivalent of ..... amount in words and figures and name of currency ....., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Technical Bid Submission Sheet submitted by the Supplier;
  - (d) the Special Conditions of Contract;
  - (e) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
  - (f) the General Conditions of Contract;
  - (g) the Schedule of Supply; and
  - (h) any other documents shall be added here.<sup>1</sup>

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* 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)

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<sup>1</sup> Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

## Performance Security

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** ..... *insert name and address of the purchaser* .....

**Date:** ..... *insert date (as day, month, and year)* .....

**Performance Guarantee No.:** .....

We have been informed that ..... *name of the supplier* ..... (hereinafter called "the Supplier") has entered into Contract No. .... *reference number of the contract* .... dated ..... with you, for the execution of ..... *name of contract and brief description of goods and related services* ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ..... *name of the bank* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *name of the currency and amount in words*<sup>2</sup> ..... (*amount in figures* ..... ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... day of ..... , ..... ,<sup>3</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>4</sup>

.....  
*Signature(s) and seal of bank (where appropriate)*

### -- Note to Bidder --

*If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

<sup>1</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>2</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.

<sup>3</sup> Insert the date 28 days after the expected completion date."



## Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the 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 the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor 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 date (as day, month, and year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [or ICC Publication No. 758 as applicable].

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 (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

### **-- Note to Bidder --**

If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.