

## CONTENTS OF TENDER DOCUMENTS

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**PART A**  
**Invitation For Bids**  
**(First date of Publication- October 23, 2008)**

1. Nepal Electricity Authority (NEA), Distribution and Consumer Services invites wax sealed tenders from reputable manufacturers, registered suppliers or their authorized representatives for:  
***Tender No. DCS 065/66-05: Supply and Delivery of Three Phase Whole Current Energy Meters***
2. Interested eligible Bidders may obtain further information pertaining to bid from NEA website [www.nea.org.np](http://www.nea.org.np) only for their reference.
3. A complete set of Bid Documents may be purchased during office hours on all working days by any interested Bidder from **October 23, 2008** onwards upon submission of a written application to the address given below accompanied by a bank voucher of the amount (non refundable) **NRs. 10,000.00** towards the cost of the Bid Documents deposited in **NEA Current Account Number 610003** at Nepal Rastra Bank, Thapathali, Kathmandu, Nepal or by an account payee bank draft of the same amount issued in favour of NEA. The Bid documents shall be available for sale up to one day before the last date of Bid submission as specified in Clause 5 hereunder.
4. Local Bidders must produce an attested copy of the certificates of VAT registration and PAN registration at the time of purchase of the Bid Documents. Local agents intending to purchase the Bid documents on behalf of their principals must produce the authorization from their principals.
5. All Bids accompanied by a bid bond in amount & validity period as specified below must be delivered in accordance with the Instructions to Bidders at or before 12:00 hours local time on or before the dates and address given below. The Bids shall be opened at 14:00 hours local time on the same date of the Bid submission, in the presence (or without presence) of the authorised representatives of the Bidders who choose to be present. If the specified dates of Bid submission and opening fall on a public holiday, Bid submission and opening shall be done on the next working day.

Tender No.	Last Date of Bid Submission	Cost of Bid Document (NRs.)	Bid Bond		
			Amount (NRs.)	Amount (USD)	Validity Period
Tender No. DCS 065/66-05	December 07, 2008	10,000	21,43,500.00 or	27,175.00	120 days from the date of bid submission

6. NEA shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids
7. In the comparison of Bids, Domestic Preference Scheme will be applied in accordance with the provisions stipulated in the Instruction to Bidders.
8. NEA reserves the right to accept or reject any Bid, partly or wholly, or cancel the Bids altogether, without assigning any reason whatsoever.
9. Interested eligible Bidders may obtain further information from the Office given below:

**Nepal Electricity Authority**  
**Office of the General Manager**  
**Distribution and Consumer Services**  
*Tel.: 00977 1 4232508; Fax: 00977 1 4227688*

**PART B**

**Section I**

**INSTRUCTIONS TO BIDDERS**

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**Section I**  
**INSTRUCTIONS TO BIDDERS**

**A. Introduction**

**1. General**

Nepal Electricity Authority, Distribution and Consumer Services intend to procure from its own internal resources the specified materials for its use. Payments shall be subject to the terms and conditions of payment specified in conditions of the Contract Agreement.

**2. Definitions**

Whenever used in this INVITATION FOR BIDS (IFB) or other CONTRACT DOCUMENTS or in any correspondence relating hereto, or any supplement made a part hereof, the following terms shall have the meanings set forth hereinafter.

- 2.1 "APPROVED / APPROVAL" shall mean approval in writing by the "NEA"
- 2.2 "BIDDER" shall mean the person, partnership, or corporation who submits a proposal to furnish and deliver materials for a price. Upon acceptance of the successful BIDDER's Proposal, BIDDER will become Material Supply CONTRACTOR and all reference to BIDDER shall apply to CONTRACTOR.
- 2.3 "BID AMOUNT" shall means the total Bid Amount indicated in the Bill of Quotation, Bid Price or Bid sum or such adjusted amount if corrections are made under the provision in the Contract.
- 2.4 "CONTRACTOR" or "SUPPLIER" shall mean and refer to the successful BIDDER OR BIDDERS after acceptance of his Proposal and his posting of acceptable Performance Bond, as required.
- 2.5 "CONTRACT" shall mean and refer to the written, binding agreement between NEA and the CONTRACTOR.
- 2.6 "CONTRACT DOCUMENTS" shall mean and refer to the CONTRACT, all Drawings, Specifications and Addenda thereto as prepared and issued by NEA, the CONTRACTOR's Proposal, the Acceptance of the Proposal, and any Manufacturer's Drawings as approved by NEA, all of which are or become part of the Agreement between the CONTRACTOR and NEA.
- 2.7 "GOODS" shall mean and refer to the furnishing and delivering of items as set forth in the CONTRACT DOCUMENTS.
- 2.8 GON shall mean and refer to Government of Nepal or any agency of Government of Nepal.
- 2.9 "MANUFACTURER" shall mean the person, partnership or corporation, who manufactures the GOODS.

- 2.10 "LETTER OF ACCEPTANCE", shall mean the official notice issued by NEA notifying the CONTRACTOR that his Bid has been accepted and that NEA desires to enter into a mutually acceptable CONTRACT.
- 2.11 "NEA" shall mean and refer to Nepal Electricity Authority, its successors.
- 2.12 "PROVISIONAL ACCEPTANCE CERTIFICATE" means the issuance of an official document by NEA certifying that invoiced GOODS have been delivered to the warehouse specified by NEA. The certificate shall specify whether the GOODS, when delivered, were in satisfactory physical conditions or not and whether there were any loss or damages to the delivered GOODS. But it will not specify whether the GOODS were in good condition to perform its normal functions.
- 2.13 "RUPEES" shall mean Rupees of Nepali Currency.
- 2.14 "SPECIFICATIONS" shall mean the specification prepared for particular items as instruction to the Contractor in executing that item or work.
- 2.15 "BID PROPOSAL" shall mean and refer to the Bid comprising of documents prepared in accordance with Clause 11.
- 2.16 "WEEK" shall mean seven consecutive days.
- 2.17 "WORKS" shall mean the work to be executed in accordance with the Contract.
- 2.18 "SEAL" shall mean or refer to the condition of the envelop closed from all sides by using glue and wax.

### **3. Scope**

- 3.1 NEA wishes to receive Bids for supply and delivery at site of the GOODS described in the Section V hereof.
- 3.2 All Bids are to be filled completely and returned to NEA in accordance with these Instructions to Bidders.

### **4. Eligible bidders**

- 4.1 This Invitation for Bids (IFB) is open to suppliers/manufacturers who are in the relevant business.
- 4.2 BIDDERS should not be associated or have been associated in the past directly or indirectly with a firm or any of its affiliates which have been engaged by NEA to provide consulting services for the preparation of the design specification and other documents to be used for the procurement of the GOODS to be purchased under this instruction to bid.
- 4.3 No action shall be taken on the bid of all the bidders found to be in conflict of interest or involved in corrupt/fraculent practice and legal action shall be taken against such bidders.

## **5. Cost of Bidding**

- 5.1 The BIDDER shall bear all cost associated with the preparation and delivery of its Bid, and NEA will in no case be responsible or liable for any costs incurred, regardless of the conduct or outcome of the bidding process.

## **6. Assurance**

- 6.1 The successful BIDDER will be required to give satisfactory assurance of its ability and intention to deliver the GOODS, pursuant to the CONTRACT, within the time set forth therein.

### **B. The Bidding Documents**

## **7. Bidding Documents**

- 7.1 NEA shall provide one original set of hard copy and one electronic copy of Bid Document. In case of discrepancy between hard copy and electronic copy, hard copy of the bid shall govern.

The GOODS required, bidding procedures and CONTRACT terms are prescribed in the Bidding Documents. In addition to the IFB, the Bidding Documents include:

- I. Instructions to Bidders
- II. Contract Form
- III. General Conditions of Contract
- IV. Special Conditions of Contract
- V. Technical Specifications
- VI. Annexes
  - A. The Bid form
  - B. Price Schedule
  - C. The delivery schedule
  - D. The Bid security
  - E. Performance Security Form
  - F. Declaration of Local Agent
  - G. Data on Qualification of Bidder/Manufacturer (Form G1 to Form G10)
- VII. Amendments, if any,

- 7.2 The BIDDERS are expected to examine all instructions, forms, terms and specifications in the Bidding Documents.

## **8. Clarification of Bidding Documents**

- 8.1 Any prospective BIDDER requiring any further information or clarification of the Bidding Document may notify NEA in writing or by fax at the NEA's mailing address indicated in the Invitation for Bids. NEA will respond in writing to any request for information or clarification of the Bidding Documents which it receives no later than 5 days.

- 8.2 Any substantive explanations or interpretation will be made in the form of a written Amendment which will be furnished to all BIDDERS alike and will be binding upon them. Receipt of such Amendment by BIDDERS shall be acknowledged in their Bid.

## **9. Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of Bids, NEA may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective BIDDER, modify the Bidding Documents by amendment.
- 9.2 The amendment shall be part of the Bidding Documents pursuant to Clause 7.1, and will be transmitted in writing or by fax to all prospective BIDDERS who have received the Bidding Documents, and will be binding on them.
- 9.3 In order to afford prospective BIDDERS reasonable time in which to take the amendment into account in preparing their Bids, NEA may, at its discretion, extend the deadline for the submission of Bids in accordance with Clause 22.

## **10 Language of Bid**

- 10.1 The Bid prepared by the BIDDER, and all correspondence and documents relating to the Bid exchanged by the BIDDER and NEA, shall be written in the English language. Any printed literature furnished by the BIDDER may be written in another language, provided that this literature is accompanied by an English translation duly authenticated, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

### **C. Preparation of Bids**

## **11. Documents Comprising the Bid**

- 11.1 The Bid prepared by the bidder shall be wax sealed and shall comprise the following:
- (i) The Goods are substantially in compliance with the governing standards and specifications of the Goods given in Section V of Bid Documents. The data sheets attached with the specification shall be duly filled up to establish the compliance with the specification and to meet other conditions of the Bid.
  - (ii) The documentary evidence to demonstrate that the bidder or his manufacturer has the technical and production capacities to perform the contract under this tender as per Clauses 15 and 16. For this purpose the BIDDER shall duly fill up the forms G, and furnish user's certificates to authenticate the information provided in these forms.
  - (iii) The delivery schedule duly filled up
  - (iv) The tender has been bought and submitted by the same party.
  - (v) Any other information/documentation required to be furnished in accordance with the instructions to BIDDERS.



(vi) The Bid form and Price Schedule completed in accordance with Clauses 12, 13 and 14 of Bid Document.

(vii) The Bid security is furnished in accordance with Clause 17 of Bid Documents.

All pages of the original Bid Documents, issued by NEA shall be initialed and stamped and returned along with the bid Proposals as appropriate.

## **12. Bid Form**

12.1 The BIDDER shall complete one original and one (1) duplicate copy of the Bid document. One copy should be marked "Original" and the other one "Duplicate". In the event of discrepancy between the "Original" and those marked "Duplicate" the "Original" version shall govern.

## **13. Bid Prices**

13.1 The BIDDER shall complete the appropriate Price Schedules and Price Schedule Summary Sheet included herein, stating the unit price and the total Bid Prices of all GOODS to be supplied under the CONTRACT.

13.2 Price quoted in the Price Schedule should be entered separately in the following manner:

(a) For GOODS to be offered from outside Nepal other than from India, bidders are required to quote separately in foreign currency the CIF Calcutta prices, and in local currency for port clearance, forwarding and inland transportation costs up to NEA warehouse.

(b) For GOODS to be offered from India, the BIDDER shall quote separately the CIF Nepal border price and the local transportation cost within Nepal. The excisable Goods of Indian origin shall be brought under DRP.

(c) For GOODS offered from within Nepal, the price of the GOODS shall be quoted on FOB ex-factory basis and the cost of transportation to delivery site as specified in the Bid Package. The FOB prices shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.

13.3 Prices quoted by the BIDDER shall remain fixed and valid throughout the period of Bid validity, and any extensions thereof, and if the BIDDER is awarded the CONTRACT, said prices shall remain fixed and valid until completion of the CONTRACT performance and will not be subject to variation on any account.

## **14. Bid Currencies**

Prices shall be quoted in the following currencies:

(a) For GOODS which the BIDDER will supply from within Nepal the prices shall be quoted in Nepalese Rupees only.

- (b) For GOODS which the BIDDER will supply from outside Nepal, the prices shall be paid in quoted currency which shall be either US Dollars or any freely convertible currency.
- (c) For GOODS manufactured in India, the prices are to be quoted in Indian Currency and payment shall be made in Indian currency only. The Bidders are required to quote the price by breaking-up the price into cost (including transportation, insurance and other costs).
- (d) Bidder from India or Nepal may be paid in any convertible currency for the portion of GOODS manufactured in third country (other than Nepal or India). In such case L/C (Letter of Credit) shall be opened in the name of manufacturer of such GOODS.

## **15. Qualification of the Bidder**

### 15.1 To be qualified in technical proposal, Bidder

- (a) must submit a notarized written power of attorney authorizing the signatory of the bid to commit the Bidder.
- (b) must meet the qualification requirements set forth below regarding their legal status, minimum acceptable manufacturing experience, financial capacity and technical capability:

#### **(i) Legal status:**

1. The Bidder must be a company legally registered at least for three (3) years. If the Bidder is the manufacturer of the tendered materials, then it must be legally registered at least for twenty (20) years.  
Documentary evidence for the manufacturing experience shall be provided. In addition, sufficient evidence such as name of purchaser, year of sale, quantity sold, model no. of meters sold etc. for last 10 years shall be furnished with offer.
2. The Bidder and joint venture partners, if any, must submit registration certificate to confirm its legal status.
3. Failure to meet legal status or furnish appropriate certificates with adequate information to support the qualification of the Bidder as required under above sub clause 1 and 2 shall result in disqualification of the bid.

#### **(ii) Manufacturing Experience**

1. The BIDDER's proposed manufacturer, who supply major items of the goods under this tender shall have experience in manufacturing similar type of goods for at least the past twenty (20) years. Documentary evidence for the manufacturing experience shall be provided. In addition, sufficient evidence such as name of purchaser, year of sale, quantity sold, model no. of meters sold etc. for last 10 years shall be furnished with offer.

2. In case the Bidder is not the manufacturer of any Plants or Goods offered, the Bidder must submit manufacturer's certificate authorizing the Bidder to supply the manufacturers' Plants, and Goods. This certificate must be provided on the manufacturer's original letterhead with seal/stamp of the company and details on the Plant and Goods, which the manufacturer will be supplying under the authorization.
3. The manufacturer of Goods to be supplied under this tender must hold valid quality ISO certificate as required by the specifications. In case of validity expiring after bid opening, the Bidder shall furnish letter from quality auditor/certifying agent evidencing that quality audit is in progress for the renewal of the certificate.
4. The minimum annual production capacity of the manufacturers shall not be less than 2 (two) times the bid quantity during last 3 (three) years.
5. The offered equipment and goods shall be in conformity with the specifications. The Bidder shall fill in technical Data Sheet provided in the Bidding document. In order to prove that the Goods offered are of acceptable quality and standard and in conformity with the specifications, the Bidder shall furnish documentary evidence in the form of literature (catalogue), drawings, detailed description of goods with essential technical and performance characteristics and type test reports wherever called for.
6. The Bidder shall fill in "G" forms provided in the Bidding document and shall furnish the information required by these forms.
  - a. The following qualifications will be considered in the evaluation of bids. Hence, if the equipment offered meets at least one of the following criteria the bid shall qualify for further evaluation:
    - a. "Ofgem" certification or other certification issued by an electricity regulating institution certifying a minimum service life of 10 years, (certified copies of the certificates shall be attached to prove this.)
    - b. Bidder may furnish performance reports/certificates obtained from electricity supply authorities outside the country of manufacture to whom the bidder has supplied meters of similar type/model during the last ten years. The above certificates/reports shall indicate the name of purchaser, "model" of the meter, year of purchase, quantity purchased, and the performance of the meters based on the field experience and field studies.

The purchaser reserves the right to communicate with electricity supply authorities who has issued performance certificates with regard to the performance of the meters and the authenticity of the performance certificates issued by them. The contact person and contact details of those utilities such as FAX/Telephone numbers etc shall be furnished by the Bidder in his offer.

- b. The meter manufacturer shall guarantee that offered meters will operate within the stipulated error limits at least for a period of 10 years without re-calibration.
- 7. The Bidder shall include data and information in its Bid showing that it has service facilities in Nepal equipped and able to carry out the maintenance, repair prescribed in the Contract. In case of a Bidder not doing business in Nepal, the Bidder is, or will be (if the Contract is awarded to it), represented by an agent in Nepal equipped and able to carry out the maintenance, repair and spare parts-stocking obligations specified in Delivery Schedule.

**(iii) Financial Capacity of Bidder:**

**1. Annual Turnover**

- (a) The Bidder must have an average annual turnover (defined as the total payments received by the bidder for contracts completed or under execution) of at least equivalent to USD 33,00,000 over the last three years. However annual turnover for each year must be equivalent to USD 16,50,000.
- (b) For the goods to be manufactured in Nepal, the Bidders must have an average annual turnover of at least NRs 43,000,000 over the last three years.

**2. Availability of Financial Resources**

The documents submitted by the Bidder including the audited financial statement for the last fiscal year must demonstrate that the Bidder has the working capital of at least USD 3,63,000 or equivalent amount. If the Bidder's working capital is inadequate, the bidder should supplement this with banker's letter confirming the availability of a line of credit such that the arithmetical sum of the Bidder's working capital for the last fiscal year and the line of credit is at least USD 3,63,000 or equivalent amount.

**3. Financial Statements**

- (a) The Bidder and joint venture partners, if any, must submit audited financial statements (Balance Sheet and Profit and Loss Account) for the last three (3) fiscal years. Balance sheet and Profit & Loss Account sheet must be signed and sealed by the auditor(s). Financial statements as published in annual report shall have the same value as signed and sealed.
- (b) In case the Bidder is a joint venture, the lead partner must satisfy at least 51% of the financial qualification criteria stipulated above. But the joint venture partners together must fulfill the overall financial qualification criteria indicated in the Clause 15.1(b) iii (1 & 2).

- (c) To evaluate the financial resources, the Bidder must submit following **original** documents with the name and number of the bid in question indicated therein. In case of Joint Venture, all partners must submit these documents.

Bank references: **Original** letter of reference from a bank confirming that the Bidder has fulfilled his financial obligations and the bank will give its full financial support in case the Bidder is awarded the contract. The amount of line of credit, if necessary as per Clause 15.1 (b) (iii) 2, shall be clearly mentioned in the letter.

**(iv) Joint Venture**

Bids submitted by a joint venture of two or more (maximum 3 partners) firms/ companies as partners must comply with the following requirements:

- (a) the bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners;
- (b) one of the partners shall be designated as the lead partner and authorized to be in charge; and this authorization shall be evidenced by submitting a notarized power of attorney signed by legally authorized signatories of all the joint venture partners.
- (c) the partner in charge (lead partner) shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract;
- (d) all partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted;
- (f) power of attorney, certification of legal status, end user certificates, auditor's reports, bank's reference letter and all other documents necessary for the Bidder to substantiate their qualifications shall be submitted for all joint venture partners.

**(v) Others:**

**Litigation history:**

The Bidder including all joint venture partners, if any, shall submit all claims, arbitration or other litigation, pending or already resolved from the contracts executed or currently under execution. The Bidder shall indicate for each case the year, name of employer, cause of litigation, matter of dispute, dispute amount, and whether the award was for or against the company. A continued history of awards against the Bidder or any partner of a joint venture may result in rejection of the bid.

**16. Documents Establishing the GOODS Conformity to the Bidding Documents**

- 16.1 The documentary evidence of the GOODS conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:
- (a) detailed description of the GOODS essential technical and performance characteristics; and
  - (b) a clause-by-clause commentary on the Specifications, demonstrating the GOODS responsiveness to these Specifications or a statement of deviations and exceptions to the provisions of the Specifications.

**17. Bid Security**

17.1 Pursuant to Clause 11, the BIDDER shall furnish, as part of its Bid, Bid Security in an amount of NRs. 21,43,500.00 (or US\$ 27,175.00).

17.2 The Bid Security shall be denominated in the currency of the Bid or in another freely convertible currency. The bid security shall be in the following form:

- (a) Bid Bond in the form of a Bank Guarantee drawn on a Commercial Bank in Nepal in favor of NEA in the Form provided in the Bidding Documents and valid for one hundred twenty (120) calendar days from the date of Bid closing prescribed by NEA, pursuant to Clause 20;

In case the bid security is drawn from foreign bank, it shall be counter guaranteed from any acceptable bank from Nepal.

17.3 Any Bid not secured in accordance with Clause 17.1 and 17.2 above will be rejected by NEA as non- responsive, pursuant to Clause 29.

17.4 An unsuccessful BIDDER's Bid Security will be released / returned as promptly as possible upon award of CONTRACT to the successful bidder, but in any event not later than thirty (30) calendar days after the expiration of the period of Bid Validity prescribed by NEA, pursuant to CLAUSE 18.

17.5 The successful BIDDER's Bid Security will be released/ returned upon the BIDDER's executing the CONTRACT, pursuant to Clause 35 and furnishing the Performance Security, pursuant to Clause 36.

17.6 The Bid Security shall be forfeited:

- (a) if a BIDDER withdraws or modifies its Bid during the period of bid validity specified by the BIDDER on the Bid Form, or
- (b) if a BIDDER offers the changes in the bid price or substance of the bid at the time of submission of their response sought pursuant to clause 25, or
- (c) in the case of a successful BIDDER, if the BIDDER fails or refuses :
  - (i) to sign the CONTRACT in accordance with Clause 35
  - (ii) to furnish the Performance Security in accordance with Clause 36

(iii) to accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 28.2.

17.7 The Bid Security of the joint venture shall be in the name and liability of all the joint venture partners.

**18. Period of Validity of Bids**

18.1 Bids shall remain valid for a minimum of NINETY (90) calendar days after the date of Bid closing prescribed by NEA, pursuant to Clause 20.

18.2 Notwithstanding Clause 18.1 above, NEA may solicit the BIDDER's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing, or fax. If the BIDDER agrees to the extension request, the Bid Security under Clause 17 shall also be suitably extended. 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.

**19. Format and Signing of Bid**

19.1 The original Bid Form and accompanying documents, clearly marked "Original Bid", plus one (1) copy marked "Duplicate" must be received by NEA at the date, time and place specified pursuant to Clause 20 and 21. In the event of any discrepancy between the original and the duplicates, the original shall govern.

19.2 The original and the duplicate copy of the Bid shall be typed or written in indelible ink and shall be signed by the BIDDER or a person/persons duly authorized to sign on behalf of the BIDDER. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for original printed literature, shall be initialed by the person/persons signing the Bid. The name and position held by each person signing must be typed or printed below the signature.

19.3 The Bid shall contain no interlineation, erasures, or overwriting except as necessary to correct errors made by the BIDDER in which case such corrections shall be initialed by the person/persons signing the Bid.

19.4 Each page of the document furnished by the Bidder shall bear the page number.

19.5 The Bidders shall attach a separate page showing the contents of literature/ brochures of the respective section.

19.6 The Bid shall be organized in different sections depending on its subject. The contents of the sections so organized shall be systematic and not haphazard.

## **D. Submission of Bids**

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

20.1 The BIDDER shall wax seal the original and one duplicate copy of the Bid in an inner and an outer envelope, duly marking the envelopes as "Original" and "Duplicate".

20.2 The inner and outer envelopes shall:

(a) be addressed to NEA at the following address

Nepal Electricity Authority  
Office of the General Manager  
Distribution and Consumer Services

(b) bear the words:

"Bid for Supply and Delivery of Delivery of Three Phase Whole Current Energy Meters"

DO NOT OPEN BEFORE 14.00 hours on December 07, 2008."

20.3 The envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if it is declared late in submission or is otherwise unacceptable.

20.4 If the envelope is not sealed as instructed above, NEA will assume no responsibility for the misplacement or premature opening of the Bid submitted. The Bid thus received will be rejected.

### **21. Deadline for Submission of Bids**

21.1 The Bid in prescribed format duly signed and stamped by the bidder or their authorized representative, together with the required copies must be delivered by the bidder or their representative or by post office or through courier to NEA at the address specified in Clause 20.2 (a) no later 12:00 hours local time on December 07, 2008.

21.2 NEA may, at their discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9, in which case all rights and obligations of NEA and BIDDERS previously subject to the deadline will thereafter be subject to the deadline as extended.

21.3 Each BIDDER shall submit only one Bid, either individually or as a partner in a joint venture. Alternative offer in the Bid shall not be accepted.

### **22. Late Bids**

22.1 NEA shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 21. Any Bid received by the NEA after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.



**23. Modification and Withdrawal of Bids**

- 23.1 The BIDDER may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by NEA prior to the deadline prescribed for submission of Bids.
- 23.2 No Bid shall be modified after the expiry of the deadline for submission of Bids.
- 23.3 No Bid may be withdrawn 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 Bid Form.

**E. Bid Opening and Evaluation**

**24. Opening of Bids by NEA**

- 24.1 NEA will open the Bids in the presence of BIDDERS' representatives who choose to be present at 14:00 hours local time on December 07, 2008 at the following location: Office of the General Manager, Distribution and Consumer Services, Nepal Electricity Authority, Darabarmarga, Kathmandu, Nepal. The BIDDERS representatives who are present shall sign a register evidencing their attendance.
- 24.2 The BIDDERS names, important features of the specifications of offered goods and/or any major deviations, if any, will be read out and recorded in the minutes of meeting which shall be signed by the representative of the bidders.
- 24.3 Bid prices, Bid withdrawals (if any) and the presence or absence of Bid security and other details as NEA at its discretion, may consider appropriate shall be read out and recorded in the minutes of meeting.

**25. Clarification of Bids**

- 25.1 To assist in the examination, evaluation and comparison of Bids NEA may, at its discretion, ask the BIDDER for a clarification of its Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.

**26. Evaluation of Bids**

The bid of that bidder who has offered the lowest bid price shall be evaluated in following three stages:

- a.) Evaluation of technical aspect of the bids;
- b.) Evaluation in respect to commercial terms;
- c.) Evaluation of financial aspect of the bid:

**a.) Evaluation of technical aspect of the bids:**

The evaluation of bid on the technical aspects shall be done in following manner:

- 26.1 NEA will examine the technical proposal of the bidders to determine whether they are complete, whether the documents have been properly signed by their authorized representative and whether the Bids are generally in order, whether the offered goods are substantially in compliance with the specification and whether forms from G have been correctly filled up and whether the required Bid security has been furnished.
- 26.2 The NEA shall also confirm that the following documents and information have been provided:
  - i. The written confirmation of authorization to commit the Bidder and the local agent.
  - ii. The copy of the joint venture Agreement in case of joint venture.
  - iii. The documents to prove the eligibility of the bidder and goods.
  - iv. The documents to substantiate the qualification of bidders.
  - v. The price schedule as per the tender document.
- 26.3 NEA will determine the technical substantial responsiveness of Bid to the Bidding Documents. A technically substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 26.4 The bid of lowest quoted bidder determined not to be technically substantially responsive will be rejected by NEA and shall not subsequently be made responsive by the BIDDER by correction of the nonconformity and the bid of next lowest quoted bid will be considered for evaluation and so on.

**b.) Evaluation in respect to commercial terms:**

- 27.0 The bid of lowest quoted and technically responsive bidder shall be evaluated in terms of following aspects:
  - i. Delivery Schedule
  - ii. Payment Terms
  - iii. Delayed or early delivery of goods
  - iv. Bid bond
  - v. Any other liability to be fulfilled by the bidder
  - vi. If the bid is conditional
- 27.1 NEA will determine the responsiveness on commercial terms of Bid to the Bidding Documents. A commercially responsive Bid is one which conforms to all the terms specified above.

- 27.2 The bid of lowest quoted and technically substantially responsive bidder determined not complying to the commercial terms will be rejected by NEA and shall not subsequently be made responsive by the BIDDER by correction of the nonconformity and the bid of next lowest quoted bid will be considered for evaluation and so on.

**c.) Evaluation of financial aspect of the bid:**

The financial evaluation of bid found to be technically and commercially responsive shall be done in following manner:

- 28.1 To facilitate evaluation and comparison, NEA will convert all Bid prices in the various currencies, to Nepalese Rupees at the selling exchange rate established by Nepal Rastra Bank on the date of opening of the Bid.
- 28.2 The financial proposals of the Bid will be checked for any arithmetical errors. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the successful Bidder chooses not to accept the corrected amount of Bid, its Bid will be rejected and the Bid security will be forfeited.
- 28.3 NEA's evaluation of a Bid shall take into account in addition to the Bid price:
- (a) In the case of goods partially or wholly manufactured within Nepal, VAT and other taxes which may be levied on the finished goods;
  - (b) In the case of goods to be offered from outside Nepal, customs duties, VAT and other taxes as applicable which may be levied on the goods (the bidder is instructed not to fill customs duties, VAT and other taxes in Price Schedule).
- 28.4 Prices will be evaluated and compared on the basis of total submitted prices **CIF** site as specified in Bid Package plus duties and taxes as per Clause 28.3.
- 28.5 In case of Global Tender (International Bidding) while comparing domestic Bids with foreign Bids, a 10% (Ten Percent) margin of preference as per NEA prevailing rules will be granted to GOODS manufactured in Nepal.
- 28.6 NEA reserves the right to accept minor variation or deviation. Variations, deviations and other factors which are in excess of the requirement of the Bid Document or otherwise result in the accrual of unsolicited benefits to NEA shall not be taken into account in Bid evaluation.
- 28.7 The NEA will notify the Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Tender Document or the tender process being annulled. Within 30 days of such notification the bidder may sought the basis of such rejection or annulment.
- 28.9 The bidder may appeal for the reassessment for the error or decision made during the bidding procedure.

## **29.0 Rejection and Non-Responsiveness of Bids.**

Bids shall be rejected as being non-responsive if:

- (a) The BIDDER has not purchased and returned the original document issued by NEA.
- (b) The Bid Document is issued in the name of one firm and Bid proposal submitted by another firm. The bid has been purchased in the name of single firm and submitted in the name of Joint Venture and vice versa.
- (c) The Bid does not contain wax sealed bid proposal.
- (d) The Bid is not signed and stamped by the BIDDER or their authorized representative.
- (e) The bid is withdrawn in accordance with clause 23.
- (f) It is proved that bidders have submitted the bids by making such arrangements that limits the participation of other bidders or influences the bid price in any manner.
- (g) The Bid is received by NEA after the deadline for submission of Bids.
- (h) All the information required by the bid document is not mentioned or falsely quoted.
- (i) The documents and guarantee/bank voucher as required by the bid are not attached with the bid proposal.
- (j) The notarized copy of joint venture agreement is not attached, in case the bidder is participating in the bid in Joint Venture.
- (k) The amount of commission, currency of payment, and method of payment to the bidder's agent are not revealed.
- (l) Any other conditions with the agent is not revealed or falsely mentioned.
- (m) The notarized power of attorney to sign the bid on behalf of joint venture is not attached.
- (n) The percentage of liability among joint venture partners are not clearly mentioned.
- (o) The bid is conditional.
- (p) Any conditions mentioned in tender invitation are not fulfilled.
- (q) Data on qualifications of Bidder/ Manufacturer (Form G) are not filled and the supporting documents required by the forms are not furnished.
- (r) Proposed delivery schedule showing completion dates more than NEA's requirement.
- (s) The Bid fails to satisfy that Bid is fully cognizant of the scope and details of the work involved.

- (t) The Bid does not contain technical information and documents for major items required by the Specifications for materials on which the BIDDER is offering.
- (u) The offered goods are not substantially in compliance with the specification.
- (v) If the attached Technical Data Sheet in the specification is not properly completed and/or data furnished are not supported by the catalogues and test reports (wherever required).
- (w) Qualification criteria as per Clause 15 are not met.
- (x) The description provided by the bidders pertaining to the qualification is found to be false or is substantially incomplete.
- (y) The BIDDER is blacklisted in its contractual obligations in past NEA contracts.
- (z) If the required documents are not submitted authenticated English version. However the documents in Nepali language issued from the concerned authority of Nepal will also be accepted.
- (aa) The bidder does not offer all the items and quantity specified in Price Schedule.
- (bb) The Bid Security (Bid Bond) is not enclosed pursuant to Clause 17 or is not acceptable in form and / or substance.
- (cc) The Bid has price escalation clause.
- (dd) The Bid Security submitted is not specifically mentioned to be applicable to the offer of the Bidder.
- (ee) The Bid Bond submitted by some one other than the Bidder does not clearly mention that the Bond is submitted on behalf of the Bidder in the Bid Bond itself.
- (ff) The Bid Bond is not in the name of Joint Venture, in case of Joint Ventures.
- (gg) The bid price of lowest substantially responsive bidder is substantially higher than the estimated price.
- (hh) The tendered goods are not required.

### **30. Contacting NEA**

- 30.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendation concerning the award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of the contract to the successful Bidder has been announced.
- 30.2 Subject to Clause 25, no BIDDER shall contact NEA on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.
- 30.3 Any effort by a BIDDER to influence NEA in its Bid evaluation, Bid comparison, or CONTRACT AWARD decisions, will result in rejection of the BIDDER's Bid.

**31. NEA's Right to Accept Any Bid and to Reject Any or All Bids**

- 31.1 NEA reserves the right to accept or reject partly or wholly any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of CONTRACT, without thereby incurring any liability to the affected BIDDER (S) or any obligation to inform the affected BIDDER (S) of the grounds for NEA's action.
- 31.2 In awarding the CONTRACT for the GOODS, NEA also reserves the right to make the award to one BIDDER for all or part of the GOODS or more BIDDERS.

**F. Award of Contract**

**32. Qualification and Award**

- 32.1 NEA will determine to its satisfaction whether the BIDDER is qualified to satisfactorily perform the CONTRACT.
- 32.2 The determination will further take into account the BIDDER'S financial and contracting capacities as well as his or his proposed manufacturer's technical and production capacities. It will be based on an examination of the documentary evidence of the BIDDER's qualifications submitted by the BIDDER, pursuant to Clauses 15, 16 as well as such other information as NEA deems necessary and appropriate.
- 32.3 An affirmative determination will be a prerequisite for award of the CONTRACT to the BIDDER. A negative determination will result in rejection of the bid.
- 32.4 NEA will award the CONTRACT to the lowest evaluated responsive Bid.

**33. NEA's Right to Vary Quantities**

- 33.1 NEA reserves the right to increase up to fifteen (15) percent of total contract price, any or all of the GOODS specified in the Bid Package, without any change in unit price or other terms and conditions within ninety (90) calendar days from the date of all goods received in the destination store.

**34. Letter of Acceptance**

- 34.1 Prior to the expiration of the Bid validity prescribed by NEA, NEA will notify the successful BIDDER in writing by registered letter, or fax to be confirmed in writing by registered letter, that its Bid may be accepted. The name, address and amount of such bidder shall be provided to other bidders also. After seven days of such notification, the bid of successful bidder shall be approved and the NEA will issue the letter to such bidder that its bid has been accepted. This letter is hereinafter referred to as "Letter of Acceptance". This letter of acceptance shall be issued by the NEA after approval of the bid.
- 34.2 The LETTER OF ACCEPTANCE will constitute the formation of a CONTRACT, until the CONTRACT has been effected pursuant to Clause 35.

**35. Signing of CONTRACT**

- 35.1 At the time of LETTER OF ACCEPTANCE, NEA will send the successful BIDDER the Contract Form provided in these Bidding Documents, incorporating all agreement between the parties.
- 35.2 Within fifteen (15) calendar days of receipt of such LETTER OF ACCEPTANCE, the successful BIDDER shall execute the signing of the CONTRACT at the office of NEA at Office of the General Manager, Distribution and Consumer Services, Nepal Electricity Authority, Durbar Marg, Kathmandu, Nepal.

**36. Performance Security**

- 36.1 Within fifteen (15) calendar days of the receipt of the LETTER OF ACCEPTANCE from NEA, the successful BIDDER shall furnish unconditional Performance Security acceptable to NEA in accordance with the Conditions of CONTRACT in the form of a cash deposit or a Bank guarantee from any Nepalese Bank to NEA according to Performance Security Form provided in the Bidding Documents.
- 36.2 Failure of the successful Bidder to comply with the requirements of Clauses 35.2 and 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event NEA may make the award to the next lowest evaluated Bidder and so on.

**Section - II**

**CONTRACT AGREEMENT FORM**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ between Nepal Electricity Authority (NEA)..... Nepal of the one part, hereinafter referred to as NEA and \_\_\_\_\_ hereinafter referred to as “the CONTRACTOR” of the other part:

WHEREAS NEA is desirous of procuring the GOODS as provided by the Contractor, viz. \_\_\_\_\_, as identified in the Bid form and Price Schedule (hereinafter "the Goods") and has accepted a Sealed Bid by the CONTRACTOR for the provision of those Goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The CONTRACT shall consist of this Agreement and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Agreement Documents", all of which by this reference are incorporated herein and made part thereof:

- Invitation for Bids:
- Instruction to Bidders:
- Bid Form and Price Schedules of the CONTRACTOR:
- Conditions of Contract:
- Specifications :
- Notification of Award :
- Performance Bond :
- Power of Attorney : and
- Agreed Correspondence and Minutes :

This Agreement sets forth the entire Contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods. This Agreement shall prevail over all other Agreement documents.

2. In consideration of the payments to be made by NEA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NEA to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.



3. NEA hereby covenants to pay the Contractor, in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price of (Contract amount both in figures and words), 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.
4. Any notice under this Contract shall be in the form of letter, or fax. Correspondence or notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, correspondence or notice to NEA shall be properly addressed to:

Nepal Electricity Authority  
 Distribution and Consumer Services  
 Office of the General Manager  
 Durbar Marga  
 Kathmandu  
 NEPAL  
 Tel. : + 977 (01) 4232508  
 Fax : + 977 (01) 4227688

and correspondence or notice to the Contractor shall be properly addressed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

\_\_\_\_\_  
 Signature for NEA

\_\_\_\_\_  
 Signature for CONTRACTOR

Signed, Sealed and Delivered by the said \_\_\_\_\_  
 \_\_\_\_\_ (For NEA) in the presence of

\_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_  
 \_\_\_\_\_ (For the CONTRACTOR) in the presence of

\_\_\_\_\_

### **Section III**

## **GENERAL CONDITIONS OF CONTRACT**

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## **Section III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Use of CONTRACT Documents and Information**

- 1.1 The CONTRACTOR shall not, without NEA's prior written consent, disclose the CONTRACT, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of NEA in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 1.2 The CONTRACTOR shall not, without NEA's prior written consent, make use of any document or information specified in the Clause 1.1 above, except for purposes of performing the CONTRACT.
- 1.3 Any document, other than the CONTRACT itself, specified in Clause 1.1 above, shall remain the property of NEA and shall be returned in all copies to NEA, on completion of the CONTRACTOR's performance under the CONTRACT, if so required by NEA.

#### **2. Contract Amendments**

- 2.1 Subject to Clause 31 of Section 1, no variations or modification of the conditions and terms of the CONTRACT shall be made except by written amendment signed by the parties.

#### **3. Subcontracts**

- 3.1 The CONTRACTOR shall not subcontract any part of the CONTRACT without first obtaining NEA's approval in writing of the subcontracting and the subcontractor.
- 3.2 The CONTRACTOR guarantees that any subcontractor of the CONTRACTOR for performance of any part of the work under the CONTRACT will comply fully with the terms of the CONTRACT applicable to such part of the work under the CONTRACT. Overall accountability and responsibility for the CONTRACT will remain with the CONTRACTOR.

#### **4. Inspection and Tests**

- 4.1 The CONTRACTOR shall at its own expense and at no cost to the Purchaser shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in price schedule.
- 4.2 NEA or its representative shall have the right to inspect and/or to witness the testing of the GOODS to confirm their conformity to the SPECIFICATIONS. The SPECIFICATIONS shall specify what inspections and tests NEA requires and where they are to be conducted.

- 4.3 Whenever the CONTRACTOR 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 CONTRACTOR 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. Upon CONTRACTORS such notification, the NEA shall notify the CONTRACTOR in writing of the identity of any representatives retained for these purposes. The Purchaser shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, traveling and board and lodging expenses.
- 4.4 The inspections and tests shall be conducted on the premises of the CONTRACTOR or its subcontractor(s) and at the GOODS' final destination in Nepal if required. If the inspection and test of the GOODS are to be conducted on the premises of the CONTRACTOR or its subcontractor(s), all reasonable facilities and assistance within the premises of the manufacturer, including access to drawings and production data, testing manuals, governing standard etc. shall be furnished to the inspectors (Engineers) at no charge to NEA.
- 4.5 Should any inspected or tested GOODS fail to conform to the SPECIFICATIONS, NEA may reject them, and the CONTRACTOR shall either replace the rejected GOODS or make all alterations necessary to meet the requirements of the SPECIFICATIONS as directed by NEA, free of cost to NEA.
- 4.6 NEA'S right to inspect, test and, where necessary, reject the GOODS after the GOODS arrival in Nepal shall in no way be limited or waived by reasons of the GOODS having previously been inspected, tested and passed by NEA or its representatives prior to the GOODS shipment from the country of origin.
- 4.7 Nothing in this Clause 4 shall in anyway release the CONTRACTOR from any Warranty or other obligations regarding specifications, quality and general terms under the CONTRACT.

## **5. Patent Rights**

- 5.1 The CONTRACTOR shall indemnify and hold NEA harmless against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the GOODS or any part thereof.

## **6. Performance Security**

- 6.1 The CONTRACTOR shall cause unconditional Performance Security to be furnished to NEA in the amount of five percent of the CONTRACT Price. Such Performance Security shall be provided in a form satisfactory to NEA, within fifteen (15) calendar days after the CONTRACTOR's receipt of the Notification of Award of CONTRACT. In case of joint venture (J/V), the Performance Security shall be in the name of J/V.
- 6.2 The proceeds of the Performance Security shall be payable to NEA as compensation for any loss resulting from the CONTRACTOR's failure to complete its work under the CONTRACT. The CONTRACTOR shall cause the validity period of the Performance Security to be extended for such period(s) as the CONTRACT is extended pursuant to Clause 10.2.

- 6.3 The Performance Security shall be denominated in a currency of the CONTRACT, or in a freely convertible currency acceptable to NEA, and shall be in one of the following forms:
- (a) A bank guarantee drawn on a Commercial Bank in Nepal in favor of NEA or in the form provided in the Bidding Documents, or in such other form as is acceptable to NEA.
  - (b) A Bank Draft drawn on a Commercial Bank in Nepal in favour of NEA.
- 6.4 The performance security shall be valid for a period of ninety (90) days beyond the expiration of warranty period and will be returned by NEA within ninety (90) calendar days after the expiration of the validity of the performance security and submission to NEA by the CONTRACTOR of Income Tax clearance certificate issued by concerned GON office.

Initially, the contractor shall submit the performance bond for a validity period of the 15 months from the date of successful delivery of goods. However, the contractor will have to extend its validity period prior to its expiry upto 90 days beyond the expiration of warranty period.

## **7. Insurance**

- 7.1 All GOODS supplied under the CONTRACT shall be fully insured in the currency of the contract against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the Special Conditions of Contract.

## **8. Warranty**

- 8.1 The CONTRACTOR warrants to NEA that the GOODS supplied under the CONTRACT will comply strictly with the CONTRACT, shall be free from defects. The CONTRACTOR further warrants to NEA that all materials, equipment, and supplies furnished by the CONTRACTOR or its subcontractors for the purpose of the GOODS will be new, merchantable of the most suitable grade, and fit for their intended purposes.
- 8.2 This Warranty shall remain valid for *ten (10) years* after the GOODS, or any portion thereof, as the case may be, have been delivered and or commissioned in the purchaser's country, unless specified otherwise in the Special Conditions of the Contract.
- 8.3 NEA shall promptly notify the CONTRACTOR in writing of any claim arising under this Warranty.
- 8.4 Upon receipt of such notice the CONTRACTOR shall promptly repair or replace the defective GOODS or part thereof without any cost to NEA.

- 8.5 Without prejudice to Clauses 8.2 and 8.4 above, the CONTRACTOR shall promptly correct, at no cost to NEA, any defect in any work of correction performed pursuant to Clauses 8.2 and 8.4 above, upon receipt of written notice of defect within twelve (12) months from acceptance of the corrected defect.
- 8.6 If the CONTRACTOR, having been notified, fails to remedy the defect(s) in accordance with the CONTRACT, NEA may proceed to take such remedial action as may be necessary, at the CONTRACTOR's expense. The CONTRACTOR's Warranty pursuant to this Clause 8 is without prejudice to any other rights of remedies which NEA may have against the CONTRACTOR under the CONTRACT.

## **9. Payments**

- 9.1 The method and type(s) of payment to be made to the CONTRACTOR under the CONTRACT shall be as specified in the Special Conditions of Contract.
- 9.2 The CONTRACTOR's request(s) for payments shall be made to NEA in writing accompanied by an invoice in such form as provided in the Special Conditions of Contract.
- 9.3 The payment shall be made by NEA within sixty (60) days of receipt of the invoice from the CONTRACTOR.
- 9.4 In the event NEA disputes an item invoiced by the CONTRACTOR, NEA shall within thirty (30) calendar days after receipt of the said invoice, notify the CONTRACTOR thereof, specifying the item, and payment in respect thereof may be withheld until settlement of the dispute.
- 9.5 The currency or currencies in which the payment shall be made to the CONTRACTOR for GOODS delivered under the CONTRACT shall be as specified in the Bid Form.
- 9.6 Prices charged by the CONTRACTOR for GOODS supplied under the CONTRACT shall not vary from the prices quoted in the Bid Form.

## **10. Extension in the CONTRACTOR's Performance**

- 10.1 Delivery of the GOODS shall be made by the CONTRACTOR in accordance with the contract Execution Schedule, pursuant to the Special Conditions of Contract.
- 10.2 The CONTRACTOR may claim extension of the time limits as set forth in the Contract Execution Schedule in case of:
- (a) Delay of any materials, drawings or services which are to be provided by NEA; Services provided by NEA shall be interpreted to include all approvals by NEA under the CONTRACT.
  - (b) Force Majeure pursuant to Clause 16.

- (c) Any other conditions causing the delay subject to NEA's satisfaction that the delay has not occurred on the part of the Contractor's actions. The Contractor shall submit the documentary evidence to establish that the delay has occurred despite the Contractor's best efforts to deliver goods on time.

The CONTRACTOR shall demonstrate to NEA's satisfaction that it has used its best endeavours to avoid or overcome such causes of delay.

- 10.3 Notwithstanding Clause 10.2 above, the CONTRACTOR shall not be entitled to an extension of time for completion unless the CONTRACTOR, at the time of such circumstances arising, immediately has notified NEA in writing of any delay that it may claim as caused by circumstances pursuant to Clause 10.2 above, and, the CONTRACTOR shall substantiate that the delay is due to the circumstances beyond his control. The CONTRACTORS such request shall be made fifteen (15) days prior to the date of actual delivery date as per the delivery schedule.

## **11. Termination for Default**

- 11.1 NEA may, without prejudice to any other remedy for breach of the CONTRACT, by written notice of default sent to the CONTRACTOR, terminate the CONTRACT in whole or in part:
  - (a) if the CONTRACTOR fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT or any extension thereof granted by NEA pursuant to Clause 10; or
  - (b) if the CONTRACTOR fails to perform any other obligation(s) under the CONTRACT; and if the CONTRACTOR, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days or such longer periods as NEA may authorize in writing after receipt of a notice of default from NEA specifying the nature of default(s).
- 11.2 In the event NEA terminates the CONTRACT in whole or in part, pursuant to Clause 11.1 above, NEA may procure, upon such terms and in such manner as it deems appropriate, GOODS similar to those undelivered, and the CONTRACTOR shall be liable to NEA for any excess costs for such similar GOODS. Notwithstanding the above, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated.

## **12. Termination for Insolvency**

- 12.1 NEA may at any time terminate the CONTRACT by giving written notice to the CONTRACTOR, without compensation to the CONTRACTOR, if the CONTRACTOR becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NEA.

**13. Termination by NEA**

- 13.1 NEA may, by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time. The notice of termination shall specify the date upon which such termination becomes effective.
- 13.2 The GOODS that are complete and ready for shipment within thirty (30) calendar days after the receipt of NEA's notice of termination by contractor shall be purchased by NEA at the price and the terms of the CONTRACT. For the remaining GOODS, NEA shall not be responsible to buy from the above Contractor.

**14. Resolution of Disputes**

- 14.1 NEA and the CONTRACTOR 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.
- 14.2 If, after thirty (30) calendar days from the commencement of such informal negotiations, NEA and the CONTRACTOR have been unable to resolve amicably a CONTRACT dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Condition of the Contract. The award shall be final and binding on both the parties.

**15. Applicable Law**

- 15.1 The CONTRACT shall be governed by and interpreted in accordance with the prevalent laws of Nepal and jurisdiction of Court of Nepal.

**16. Force Majeure**

- 16.1 In the event the CONTRACTOR or any of its subcontractors is delayed in the performance of any of their respective obligations under the CONTRACT, and such delay is caused by Force Majeure, including but not limited to, war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 10, and the period of such delay may be added to the time of performance of the obligation delayed.
- 16.2 If a Force Majeure situation arises, the CONTRACTOR shall promptly notify NEA in writing of such condition and the cause thereof. Unless otherwise directed by NEA in writing, the CONTRACTOR shall continue to perform its obligations under the CONTRACT as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**17. Assignment**

- 17.1 The CONTRACTOR shall not assign, in whole or in part, its obligations to perform under the CONTRACT to others, except with NEA's prior written consent.



## **18. Contract Language**

18.1 The CONTRACTOR hereby represents that it has sufficient knowledge of the English/Nepali language to understand the CONTRACT. The CONTRACT AGREEMENT shall be in the English/Nepali language, and all documentation and correspondence related hereto will also be in the English language.

## **19. Taxes and Duties**

19.1 Outside Nepal, any tariffs, duties and other taxes or charges levied by the country of origin or country of purchase of the GOODS or equipment or materials called for by this CONTRACT shall be paid by the CONTRACTOR and the CONTRACTOR shall not receive any additional reimbursement from NEA in respect of any tariffs, duties and other taxes or charges paid by him to authorities in any country other than Nepal for services, equipment or materials.

- 19.2 a) Taxes and duties or fees imposed by GON shall be paid by NEA at actuals. All BIDDERS, foreign and local, are required to quote prices excluding custom duties, VAT and local taxes.
- b) As per the Electricity Act 2049 of GON, 1% customs duty and no other taxes is imposed on the GOODS not manufactured in Nepal and to be imported by NEA. However, any taxes and duties shall be subject to the applicable law of GON at the time of delivery.
- c) However, it will be the sole responsibility of the CONTRACTOR or its representative to clear the GOODS from the concerned offices and deliver the GOODS at NEA warehouse. The CONTRACTOR shall inform NEA in writing about the taxes and duties or fees to be levied and NEA shall arrange for the payment of above mentioned taxes and duties or fees at actuals.
- d) Income tax shall be paid by the CONTRACTOR and his SUB-CONTRACTOR (s) in accordance with prevalent rules and regulations of GON except those foreign companies firms, or person (s) who supply GOODS to Nepal and who are paid in a foreign country by bank draft or letter of credit.

## **20. Headings**

20.1 Headings, whether of Clauses or of other parts of the CONTRACT, are for reference only and are not to be construed as part of the CONTRACT

## **21. Waiver**

21.1 Failure of either party to insist upon strict performance by the other party of any provision of the CONTRACT shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

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## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. CONTRACT Execution Schedule**

- 1.1 All dates and all periods of time specified in this Invitation for Bid and all resultant CONTRACTS shall be interpreted as being based on the Gregorian Calendar system. All periods of time specified in terms of number of days shall be calendar days.
- 1.2 Delivery of GOODS at NEA warehouse shall be made not later than the dates shown on the Delivery Schedule, Section VII, Annex C.

#### **2. Letter of Credit**

- 2.1 NEA shall, within thirty (30) calendar days after the signing of CONTRACT in accordance with Section I, Clause 33, arrange for the establishment of A Letter of Credit through Nepal Rastra Bank, or any bank authorized by Govt. of Nepal.
- 2.2 The Letter of Credit shall be in favor of the CONTRACTOR for the full amount of the foreign currency portion of the total CONTRACT price. The Letter of Credit shall permit partial payments for GOODS delivered in accordance with the terms of the CONTRACT.
- 2.3 Within ten (10) calendar days after the CONTRACTOR has been notified of the opening of an operative Letter of Credit in his favor by the paying bank, the CONTRACTOR shall notify NEA by fax of his acceptance of said Letter of Credit.
- 2.4 The CONTRACTOR may nominate a paying bank, subject to the approval of Nepal Rastra Bank.

#### **3. Retention**

- 3.1 A retention of the invoice value for all GOODS supplied under the CONTRACT shall be as per Clause 5, Payments to CONTRACTOR.

#### **4. CONTRACTOR'S Invoices**

- 4.1 Invoices, detailed and documented as required by other Clauses of the CONTRACT, shall be submitted by the CONTRACTOR for payment of all GOODS furnished under the CONTRACT. The CONTRACTOR shall address his invoices to NEA as payee quoting Letter of Credit No. and date.
  - a) Invoices for the foreign currency portion of the Contract Price shall be submitted to the paying bank nominated by the CONTRACTOR subject to the approval of Nepal Rastra Bank. The CONTRACTOR shall make the following distribution of the foreign currency invoice:
    - 1) Original and three (3) copies to the Paying bank.
    - 2) Three (3) copies to NEA.

b) Invoices for the local currency portion of the Contract Price shall be submitted to NEA for payment. The CONTRACTOR shall make the following distribution of the local currency invoice:

1) Original and five (5) copies to NEA.

4.2 Invoices shall include the following:

Description, including CONTRACT unit designation of the GOODS furnished.

CONTRACT unit prices

Extended price totals

Total invoice value of GOODS furnished

Amount of retention to be withheld

Net amount payable

Any such Documentation as NEA may require.

Inspection and test certificates as required.

4.3 The shipping documents shall include the following documentation:

a) Foreign currency invoice

b) Detailed packing list

c) CONTRACTOR's "Certificate of Completion of Manufacture and Inspection."

d) Clean On-Board Bill of Lading from ocean carrier or air-way bill or other carrier receipt.

e) Insurance Certificate including Marine Insurance Certificate if appropriate.

f) Any such Documentation as NEA may require.

g) Inspection and test certificates as required.

4.4 The CONTRACTOR shall within five (5) days from date of shipment forward, via air courier to NEA, three (3) copies of complete set of shipping documents of each shipment through Letter of Credit opening Bank and any other documentation required to clear the material through Nepal Customs that may be required.

4.5 The CONTRACTOR shall submit to NEA sixty (60) days prior to arrival of the GOODS at Nepal customs, eight (8) copies of Pro-forma Invoices in foreign currency of all equipment and materials to be imported and delivered for obtaining import licenses if required.

4.6 Approval or certification of any invoice by NEA or payment of invoice or acceptance of any payment by the CONTRACTOR shall not constitute a waiver of any claims for errors of omission in invoices or payment.

- 4.7 Invoices for progress payments for supply and delivery of materials shall contain or be accompanied by the following certification:

"The undersigned certifies that the amount payable to the CONTRACTOR in accordance with the terms of the CONTRACT, up to date of this certificate, are not more than the total payments received or claimed by the CONTRACTOR under the CONTRACT (including the payments claimed under this invoice), and that the CONTRACTOR has fully complied with the terms and conditions of the CONTRACT, including the plans and specifications.

" \_\_\_\_\_ "

Name Contractor Title

## 5. Payments to CONTRACTOR

- 5.1 Payments to the CONTRACTOR for GOODS furnished according to the terms of this CONTRACT will be made in the same currencies as contracted in the manner stated below; provided however that the total cost shall not exceed the CONTRACT price as set forth in the Contract Agreement unless such excess shall have been approved in writing by NEA.
- 5.2 Payments to the CONTRACTOR will be made through the letter of credit for the foreign currency portion of the invoices submitted in accordance Clause 4 above. In the case of goods manufactured in Nepal. Payment may be made through the letter of credit upon request of the CONTRACTOR. Payments to the CONTRACTOR for the local currency portion of the invoices submitted in accordance with Clause 4 above will be paid by NEA. However, NEA reserves the right to withhold monies from subsequent invoices to cover damages or shortages, of GOODS for which payments had been previously made.
- 5.3 For GOODS offered from outside Nepal
- a) Eighty-five (85) percent of the foreign currency component of the invoice value will be paid through the letter of credit against shipping documents.
  - b) Ten (10) percent of the invoice value of the foreign currency component will be paid after certification by NEA that all GOODS invoiced have been delivered at the appropriate warehouses of NEA delivery of GOODS being defined as on clause 11, Special Conditions of CONTRACT.
  - c) Five (5) percent of the invoice value of the foreign currency component shall be withheld as retention. The retention thus held shall be paid after one year after successful delivery of goods.
  - d) Regarding payment of local component price for Port clearance and Inland transportation 85% payment shall be made to the supplier's authorized agent responsible for clearing forwarding against submission of bills upon delivery of materials at site. Out of remaining 15%, 5% shall be retained for income tax provision to be released later against production of income tax clearance certificate from the concerned GON Office and 10% shall be released against acceptance of materials at site.

- 5.4 In case of Goods of Nepalese Origin :
- a) Ninety-three and half (93.5) percent of the invoice value will be paid after certification by NEA that all GOODS invoiced has been delivered at the appropriate warehouses of NEA delivery being defined as on clause 11, special conditions of contract.
  - b) One and half (1.5) percent of the invoice value will be deducted as advance income tax payment and sent to the concerned GON office. However this is subject to change as per the prevailing rule of Govt. of Nepal.
  - c) Five (5) percent of the invoice value of the contract amount shall be withheld as retention. The retention thus held shall be paid. The retention thus held shall be paid after one year after successful delivery of goods.
- 5.5 When payment for claim charges is claimed, the following documentation must accompany the invoices:
- a) Written justification by the CONTRACTOR supporting in detail the claimed charges.
  - b) One of two certifications:
    - (1) Written concurrence by NEA to the CONTRACTOR's claim.
    - (2) A certified copy of an arbitration award.
- 5.6 The final payment to the CONTRACTOR to be reflected in the CONTRACTOR's final invoice, shall be determined as the final adjusted amount of the CONTRACT less all previous payments of any kind made to the CONTRACTOR and less any Liquidated Damages imposed as per Clause 12.

## **6. Packing of GOODS**

- 6.1 Where applicable, the CONTRACTOR 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 CONTRACTOR shall be held responsible for all damages due to improper packing.
- 6.2 In accordance with good packing practices, materials shall be packed in the smallest possible containers. Interior blocking, bracing, and cushioning shall be provided where necessary to absorb shocks, prevent rattling and prevent damage from destructive forces. Packages containing fragile material shall be so marked in bold letters and shall be tropicalized.
- 6.3 The use of open type crating and/or similar packing shall be restricted to materials not susceptible to pilferage or to damage by the elements of salt water. This method of packing shall not be used without obtaining the prior approval of NEA.
- 6.4 One protected copy of packing list for each case shall be enclosed in that case.

- 6.5 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.

**7. Marking of GOODS**

- 7.1 The CONTRACTOR shall adhere to and/or require his suppliers to adhere to the following provisions for export marking:
- 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.
  - b. Packages from each supplier must be numbered consecutively. No two (2) packages delivered shall carry the same package number.
  - 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.
  - d. Marks indicating where to "SLING " will be emphasized on containers by stamping/painting an arrow on the exposed surface.
  - e. In the event that prior approval has been obtained from NEA to forward pieces without packing as specified in the Clause 6.6 above, the pieces must 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.
  - f. Unless otherwise specified by NEA, only the following marks shall be used on shipping containers:

To: \_\_\_\_\_ NEA \_\_\_\_\_  
For \_\_\_\_\_  
Package No: \_\_\_\_\_  
Contract No: \_\_\_\_\_  
Letter of Credit: \_\_\_\_\_  
Contents (or Item): \_\_\_\_\_  
Unit: \_\_\_\_\_  
Quantity: \_\_\_\_\_  
Gross Weight: \_\_\_\_\_ Kg. \_\_\_\_\_  
Tare Weight: \_\_\_\_\_ Kg. \_\_\_\_\_  
Net Weight: \_\_\_\_\_ Kg. \_\_\_\_\_  
Dimensions-Height-Width-Depth: \_\_\_\_\_

Meters \_\_\_\_\_

Total Cubic Meters: \_\_\_\_\_

7.2 The CONTRACTOR shall show and/or require his suppliers to show the following information on all Packing Lists:

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

7.3 In case of local contractor only the store the receipt advice shall be sufficient to meet all above obligation.

## **8. Licenses and Permits**

8.1 NEA will secure all Nepalese permits if required in connection with the importation of the GOODS. NEA will also obtain at its expense, all registrations, licenses, or permits if required by all GON laws, regulatory authorities or commissions, for the import of the GOODS for NEA. The import license fee if required shall be borne by NEA.

## **9. Insurance**

9.1 The CONTRACTOR shall provide and maintain insurance applying to all shipments of GOODS with continuous coverage from the factory to NEA designated warehouse. Such insurance shall be with an insurance company presently authorised to conduct business in Nepal.

9.2 The CONTRACTOR shall provide marine insurance, if sea transportation is required, and all insurance coverage for inland transportation to NEA warehouse sites as specified in the Bid Packages.

9.3 The insurance provided shall cover all risks, and the minimum limits of insurance shall be the total cost plus ten percent of the materials delivered to NEA warehouse sites as specified in the Bid Packages.

9.4 The CONTRACTOR shall file with NEA properly executed certificates of insurance or copies of insurance policies before commencing shipment. These certificates shall be mailed in accordance with the provisions of Clause herein.



- 9.5 Certificates of insurance shall contain the following information:
- a. Name and address of the insurance company, policy number and expiration date.
  - b. Signatures of insurance company representative or agent and address thereof.
  - c. Types of coverage and limits of insurance.
  - d. A statement indicating that NEA shall receive at least thirty (30) days advance written notice of cancellation of any of the policies or modifications of the insurance.
- 9.6 The CONTRACTOR shall be responsible for and ensure that subcontractors, if any, maintain the same insurance and comply with the same provisions required of the CONTRACTOR.
- 9.7 The furnishing of the foregoing insurance by the CONTRACTOR shall not limit any of the obligations or liabilities of the CONTRACTOR imposed under this CONTRACT or by laws of Nepal.
- 9.8 In the event that, prior to acceptance by NEA any material is lost or damaged to the extent that in the opinion of NEA it cannot be used, the CONTRACTOR agrees to make immediate shipment or replacement material upon notification by NEA 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 NEA agrees that any damaged material may be repaired instead of requiring replacement, the CONTRACTOR agrees to effect the repairs to the satisfaction of NEA as promptly as possible and to pay the full cost thereof.
- 9.9 The CONTRACTOR agrees to prepare and submit to the insurance carrier all claims for loss or damage. NEA will assist the CONTRACTOR in compiling the needed information or data to identify the materials lost or damaged. The CONTRACTOR agrees that any payment resulting from insurance claims will be made by the insurance carrier to the CONTRACTOR and will constitute full and complete compensation for the replacement material.

## **10. Transportation**

- 10.1 The CONTRACTOR shall furnish all transportation required to deliver the GOODS to NEA designated warehouses in Nepal as specified in the Bid Packages.
- 10.2 The CONTRACTOR shall provide sea transportation as required. Transport of the GOODS as deck cargo is specifically prohibited. If sea shipment is required, the CONTRACTOR will arrange all shipping details, including the vessel selection.
- 10.3 The CONTRACTOR shall provide inland transportation from the factory, or from a sea port of entry, to NEA warehouse sites as specified in the Bid Packages. All inland transportation of the GOODS from the factory or port shall be accomplished by covered or enclosed conveyances. The transportation shall be carried out in every case through a registered transport company.

## **11. Delivery**

- 11.1 The CONTRACTOR shall deliver the GOODS to NEA warehouse sites as specified in the Bid Packages.
- 11.2 The GOODS shall remain at the risk of the CONTRACTOR until delivery has been completed.
- 11.3 Delivery is defined as the GOODS placed on the warehouse platform, dock, or ground after off-loading of the GOODS by the CONTRACTOR and all relevant shipping documents have been furnished to NEA. The GOODS supplied must be delivered into such stores as may be nominated by NEA and delivery will not be deemed to be complete until the cases/packages have been opened by the Contractor, their contents checked by NEA and the GOODS reprotected and repacked by the Contractor to the satisfaction of NEA, or assembled into units at NEA's option. Should there be any damage, defective or missing items (according to the packing list), the Contractor shall replace or repair such items immediately at his own expense. In case the Contractor fails to do so, NEA may replace or repair the same at the cost of the Contractor.
- 11.4 Time of delivery is important and complete delivery of each item at the destination specified in the CONTRACT for each item assembled and ready for operation, shall be with in the period specified in the Contract for each schedule or item.
- 11.5 NEA shall provide certification of receipt of all GOODS invoiced and delivered, in each instance, within thirty (30) calendar days. However, this certification of receipt shall not prejudice NEA's remedies stated in other Sections and Clauses for shipment received which contains damaged materials or missing materials.

## **12. Liquidated Damages**

- 12.1 The completion time of delivery of GOODS is of the essence. Should the CONTRACTOR neglect, refuse, or fail to deliver the GOODS within the time herein agreed upon or after giving effect to any extensions of time herein provided, Liquidated Damage for each and every calendar day that such delivery of GOODS is delayed shall be imposed.
- 12.2 The amount of such Liquidated Damages shall be one twentieth of one (0.05) percent of the total contract price per calendar day of delay.
- 12.3 If the amount of monies due and to become due from NEA to the CONTRACTOR is insufficient to pay in full any such Liquidated Damages, the CONTRACTOR shall pay to NEA the amount necessary to effect such payment in full.
- 12.4 The assessment of Liquidated Damages shall not prejudice any other remedy NEA may have under the CONTRACT.

### **13. Arbitration**

- 13.1 Any dispute or difference arising between the CONTRACTOR and NEA under the CONTRACT shall not be referred to Arbitration unless an attempt has first been made to settle the same amicably.
- 13.2 If, at any time, any dispute, difference or protest arises between the CONTRACTOR or NEA which cannot be settled amicably, either party shall give to the other a notice in writing to settle the same through arbitration.
- 13.3 To conduct the arbitration proceeding, a Board of Arbitrators shall be set up. Each party shall select and appoint one arbitrator, and the two arbitrators so selected and appointed shall jointly select and appoint a third arbitrator to complete the Board of Arbitrators. The opinion of the majority of the Board of Arbitrators shall be decisive, final and binding upon the parties. The arbitration proceeding shall be conducted in Nepal in accordance with the Arbitration Act-2038 of Nepal.
- 13.4 Provided always that pending the final award of the Arbitrators the CONTRACTOR shall comply with the instruction of NEA and proceed with due diligence in the manner directed by NEA.
- 13.5 Each party, NEA and the CONTRACTOR, shall bear the cost of its own arbitrator's service. The cost of the third arbitrator's service shall be allocated between the parties in proportion decided by the Board of Arbitrators.

### **14. Indemnification**

- 14.1 The CONTRACTOR shall indemnify and hold harmless NEA, and if any, their agents, and employees (including attorney's fees) arising out of or resulting from the delivery of the GOODS, for bodily injury (including destruction and loss of use) caused in whole or in part by any willful or negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 14.2 The indemnification under this Clause shall not be limited in any way by any Workmen's Compensation Acts, Disability Benefits Acts, or Other employees benefit acts.

## SECTION V

### TECHNICAL SPECIFICATIONS

#### SPECIFICATION: THREE PHASE WHOLE CURRENT ENERGY (kWh) METER

##### 1. Scope

This Specification covers the general requirements of design, manufacture, testing, and supply of three phase whole current kilo watt-hour (kWh) meters.

##### 2. System Parameters

- a. System Nominal Voltage (Three Phase) - 400 V AC
- b. System Highest Voltage (Three Phase)- 420 V AC
- c. System Frequency - 50 Hz
- d. Method of Earthing - Neutral effectively earthed at distribution Substation
- d. System Fault Level- 20 kA

##### 3. Service Conditions

- a. Ambient temperature-  $(-)5^{\circ}\text{C} - (+)55^{\circ}\text{C}$
- b. Maximum relative humidity- 99% (max)
- c. Altitude -  $\geq 2000\text{ m}$  from MSL
- d. Mounting Condition - to be used inside wooden or metal enclosures which are installed under a rain-shed with sun shielding.

##### 4. Applicable Standard

The items and components supplied shall be in accordance with the latest edition of the standard specified below and amendments thereof. However, this specification shall supersede these standards in the event there is a discrepancy.

- a. IEC 62053-11:2003 - Class 0.5, 1 and 2 alternating current watt hour meter
- b. IEC 60514:2003 - Acceptance inspection of Class 2 alternating-current Watt-hour meter
- c. BSEN/IEC 62052-11:2003 -Electricity Metering Equipment (AC)-General Requirements, tests and test conditions.
- d. ISO/IEC: 17025:2005 - General requirements for competence of testing and calibration laboratory.

##### 5. Basic Design Features

The meters shall be 400 Volts, 50 Hertz, Three Phase, 4 Wire, integrating Kilo Watt-hour Meters complying with standards stipulated in Clause 4.0 above.

5.1 The meter shall be of accuracy Class 2 and shall be suitable for use in a tropical climate and service conditions as stipulated in Clause 3.0.

5.2 Power loss shall be less than 2 Watt.

- 5.3 The meter base, terminal compartment, meter cover and terminal cover shall be made of non-hygroscopic non-ignitable insulating material with good surface finish. The meter cover shall be made of clear polycarbonate or transparent thermoplastic material (UV stabilized) and shall be one integrated unit. The terminal cover shall be of extended type with provision to seal the meter cover and terminal cover independently. The diameter of the terminal holes for connecting external conductor shall be minimum 8 mm. The holes suitable for inserting 50 sq mm cable shall be provided at the bottom of the extended terminal cover to permit the entrance of the service cable from below the meter.

The construction shall be such that the meter is not prone to produce audible noise in use. Also, the meter shall be compact & reliable in design and shall be immune to vibration & shock involved in transportation/handling.

- 5.4 The meter cover shall have a continuous gasket between the base and the cover (fitted in a recessed groove in the cover) to prevent entry of dust, water, insects etc. so as to achieve degree of protection not less than IP52 as per IEC 60529. Gasket shall not be detached when meter cover is removed from the base.

Fool proof seals have to be provided to the meter cover by the manufacturer. The utility will not remove the seal provided by the manufacturer within the warranty period specified in clause 11 below. The utility shall insert also its own seal in the meter cover alongwith those provided by the manufacturer. Thus, the diameter of sealing hole of the meter cover shall be sufficient enough to accommodate one additional sealing wire.

- 5.5 The terminal block shall be moulded from Phenol Formaldehyde Insulating Powder (Bakelite), Grade-7 OR Polycarbonate of FR quality. The material of which the terminal block is made shall be capable of passing the tests given in ISO 75-2 for a temperature of 135 °C and a pressure of 1,8 MPa (method A), IEC-60695-2-12 and IEC-60695-10-2 and other specified by governing standard.

- 5.6 The current and voltage electromagnetic cores shall be rust proof and of good quality of CRNGO Silicon Steel Lamination. The lamination shall be pressed and annealed for ensuring high permeability and low watt loss. The thickness of lamination shall be 0.5 mm for voltage electromagnetic core and 0.35 mm for current electromagnetic core. The supplier shall have to submit certificate for purchase of above materials. The lamination material used shall be of grade M36/M43 or better equivalent grade International Standard having very low watt loss. The meter manufacturer shall have in house facility to check the quality of lamination so as to check the quality if desired during inspection.

The stacking of laminations shall be done in-house by automatic machines having pressure control facility and with the help of jigs and fixtures to achieve uniform clamping and smooth surface finish on the thickness of the core stack. Complete core stack shall be heavily coated to avoid rusting of cores.

- 5.7 The current coils shall be manufactured from super enamelled electrolytic grade copper wire with polyester based enamels. PVC sleeves shall be provided for the portion from completion of winding up to end terminals. The cross section of current coil shall be designed as to withstand temperature rise of  $60^{\circ}\text{C}$  above ambient temperature at maximum current and 520 V. The current density at  $I_{\text{max}}$  shall be as per IEC.
- 5.8 The voltage coils shall be wound polyester based fine covering super enamel electrolytic grade copper wire of 40/41 SWG. Super enamelled copper wire shall have minimum pin holes and shall have high dielectric strength withstand.
- 5.9 The voltage coil shall be designed to withstand high voltage without open circuiting. The coil shall be fully encapsulated to prevent ingress of moisture and marked with its rated voltage. The method of encapsulation shall be described in detail. The impulse (1.2/50 $\mu\text{s}$ ) and power frequency withstand voltages of the meter shall not be less than 10 kV peak and 2 kV rms respectively.
- 5.10 The voltage coil shall withstand voltage variation from 240 to 500 volts, continuously.
- 5.11 The voltage and /current electromagnets of the meter shall not be provided with any additional rings or loops which are usually cut or joined while calibration of meters during manufacturing.
- 5.12 The voltage and current coils shall be connected together by an easily detachable link which shall be enclosed by the meter cover and not by the terminal cover. Once detached, sufficient clearance shall be available to prevent short-circuiting when testing. With link detached, the voltage coil terminals shall have suitable means for independent test voltage leads to be connected to them.
- Both the current and the voltage coils of the driving element should be insulated by formers moulded from thermoplastic material with high thermal and dielectric resistance.
- 5.13 The watt-hour meters shall be designed for ease of inspection, adjustment, and maintenance, and shall have high dielectric strength and low current requirements. The low load, power factor and full load adjustments shall be indelibly marked and easy access to the same shall be available. These shall be stable, sensitive and easily accessible and shall not comprise of parts, which are fragile or complicate. The adjustments device would preferably be by means of micro screws. The rotation direction of the adjustment devices shall be clearly indicated. Full load adjustment shall be independent from low load adjustment.
- 5.14 The brake magnet shall be of ALNICO grade V or VI. The magnets shall be aged against time, temperature, and external magnetic effect before assembly.
- Breaking magnet shall be positioned to the frame tightly to prevent any movement. The magnet shall be temperature compensated with respect to the wide range of temperatures and shall have high resistance to de-magnetization and low temperature coefficient. The details of the method of temperature compensation shall be fully described.

- 5.15 Rotor disc shall be made of light weight electrolytic Aluminium metal of highest purity (more than 99% Al) die-cast to the spindle. The true running and flatness of disc shall be such that it does not show and axial run out of more than 0.1 mm at the periphery. The rotor disc shall not be anodized/oxidized/varnished. The flatness and eccentricity of rotor shall be ensured by 100% inspection before fixing it to meter. The rotor shaft shall be made of brass/stainless steel/decoltal. The rotor disc shall be die-caste with metal or delrin material to the rotor shaft and it shall not be loose.
- 5.16 The upper surface of the rotor disc shall have black coloured marking dividing the circumference into 200 divisions. The markings at each 1/100<sup>th</sup> of the circumference shall be longer than those between. Marking at each 1/10<sup>th</sup> of the circumference shall be still longer and shall be numbered from 0 to 9. These markings shall be visible through the name plate window to facilitate manual calibration.
- 5.17 The rotor upper bearings shall be guided by highly polished stainless steel pin with non-lubricated bearing bush mounted to the spindle. The upper bearing shall be centered properly and shall have proper strength so that rotor disc can move freely. The cap of upper bearing shall be of brass.
- The lower bearing shall be magnetic suspension type with two homopolar annular magnets with self lubricating sintered graphite guide bush. The magnets shall be of ALNICO GRADE VIII/SMCO or ferrite. The rotor spindle shall move in an air cushion caused by repulsion between magnets of identical polarity. The SS pin shall be provided to restrict the horizontal displacement of bearing.
- 5.18 The register shall be of large jumping figure cyclometer type. The dimensions of figure shall not be less than 6 mm (Height) and 4 mm (Width). There will be six number (five digits for kilowatt-hour (kWh) indication and one digit for one tenth of kWh indication) drums in the register and numbering shall be done as specified in IEC 62053-11:2003. The limits of variation in percentage error due to mechanical load of the register shall not be more than one (1). The Bidder may also propose register designed to have unidirectional function in which case the register will turn positively even when the rotor is running in reverse direction. The material shall be such that high temperature and aging do not influence the function and performance in long run.
- 5.19 The edge of the rotor nearest an observer viewing a meter from the front shall move from left to right for positive registration. The direction of rotation shall be clearly marked by visible arrow. The edge of the rotor disc shall carry an easily visible mark with a width of between 1/20 and 1/30 of the circumference of the disc to facilitate testing. This mark shall either start from the marking for number 0 or end at the marking for number 0 stated in clause 5.16 above.
- 5.20 The components of the watt-hour meter shall be fabricated of low loss materials. All moving parts like materials of ratio gear, worm, worm wheel, pinions and digit wheels shall be made of Polyacetal/ Delrin/ Noryl or suitable engineering materials to result in low friction and all irregularities to prevent tight gearing. The register frame shall be made of brass or special grade aluminium alloy

having high mechanical strength of sufficient thickness so as not to deform in transportation and handling.

- 5.21 Abnormal play between drum and pinion shall be avoided to prevent two half figures appearing in the window.
- 5.22 The rotor of the meter shall start and continue to run at 0.5% of basic current at unity power factor.
- 5.23 With no current in the current circuit, the rotor shall not make one complete revolution at any voltage between 80% and 110% of the rated voltage. The meter shall be fitted with anti-reverse device.
- 5.24 All terminals, screws and nuts shall be nickel plated brass to provide high resistance to corrosion.
- 5.25 The meter constant shall not be more than one thousand revolutions/kWh and the meter constant shall be indelibly marked on the body of the register.
- 5.26 All components (except terminals) shall be mounted on to a single frame fabricated from aluminium alloy or pressed steel with corrosion preventive coat of paint to achieve long-term calibration stability. The spacing of meter fixing holes, terminal arrangement, the terminal bore size and the wiring arrangement shall be as per BS 5685:1979. The terminals and screws shall have two screws/per phase & neutral of sufficient size and strength for effectively clamping the cable.
- 5.27 The watt-hour meter design and components shall be so co-ordinated to assure stable performance and a high standard of accuracy over varying load conditions and time.
- 5.28 The required characteristics of three-phase meters are shown in TABLE 1 contained herein.

## **6. Name Plate Rating**

- 6.1 The name plate of the meters shall bear all the information stipulated in Clause 5.12 of IEC 62052-11:2003. The marking shall be indelible, distinct and readable from outside the meter.
- 6.2 The words "SUPPLIED BY NEPAL ELECTRICITY AUTHORITY" shall be engraved on the nameplate.
- 6.3 A serial number shall also be engraved on the nameplate.

## **7. Quality Assurance**

- 7.1 The manufacturer shall possess ISO 9001:2000 Quality Assurance Certification for the design, manufacture and testing of Three Phase kWh meters. The bidder shall furnish a copy of the ISO Certificate Certified as true copy of the original from the manufacturers along with the offer. Equivalent certification shall not be accepted.



7.2 It is required that the manufacturer has in house facilities for manufacturing of the following items:

- a. Current Coil.
- b. Voltage Coil
- c. Rotor Shaft.
- d. Rotor Disc
- e. Register drums, gears, worm wheels, pinions, etc.
- f. Current and Voltage magnet laminations.
- g. Upper Bearing Housing

If the following items are purchased from other manufacturers, they shall have ISO 9001:2000 Quality Assurance Certification for the manufacture of the same for the plant where the manufacture is done. The bidder shall furnish a copy of the ISO Certificates certified as true copies of the originals from the manufacturers, along with the offer.

- i. Permanent magnet
- ii. Magnetic bearing
- iii. Register

7.3 The manufacturer shall have in-house testing facility complying with the requirements of ISO/IEC: 17025:2005. Evidencing document shall be submitted to prove this accreditation.

## **8. Tests**

### **8.1 Routine Tests**

The following routine tests as per BSEN/IEC 62053-11:2003, IEC 62052-11:2003 shall be carried out on all the meters ordered at the manufacturer's works;

- i. 400% basic current, reference voltage and at unity power factor.
- ii. 400% basic current, reference voltage and at 0.5 lagging power factor.
- iii. 200% basic current, reference voltage and at unity power factor.
- iv. 200% basic current, reference voltage and at 0.5 lagging power factor.
- v. 5% basic current, reference voltage and at unity power factor.
- vi. Register test.
- vii. Starting current test
- viii. Running with no load test
- ix. Verifying minimum range of further adjustment.

## 8.2 Type Test Certificates

- a. Type test reports for the test listed in below shall be obtained from one of the following Internationally Recognized Institutions/National Metrological Laboratories. The test must have been carried out on three-phase meter having 400% overload capacity. Each page of the test report shall be certified and stamped by the testing authority. Partial type test report shall not be considered acceptable. The NEA may request Original Type Test Report/Test Certificates before the issue of the award letter for perusal if considered necessary.
  - 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 Metrological 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, UK, Ofgem (formerly known as 'Offer"), Ireland and other test lab recognised and approved by ANSI (American National Standards Institute) may also be acceptable. In case of test lab recognised and approved by ANSI, proof of certificate of approval/ recognition shall be submitted with the Bid.
- b. The type Tests shall be carried out at a reference voltage of 400 V and at reference frequency of 50 Hz.
  - i. Mechanical Requirements as per BS EN/ IEC 62052-11:2003, IEC 62053-11:2003 and as per Clause 5.0 of this standard.
    - a. Mechanical Requirements and tests as per BSEN/ IEC 62052-11:2003 for Electricity Metering Equipment (AC)- General Requirements, tests and test conditions.
    - b. Terminal block- Material test as per ISO 75
    - c. Non-flammability- Glow wire test as per IEC 60695-2-1

- ii. Electrical Requirements as per BS EN/ IEC 62053-11:2003 and as per Clause 5.0 of this standard.
  - a. Power Losses
    - i. Voltage Circuit
    - ii. Current Circuits
  - b. Heating
  - c. Di-electric Properties
    - i. Impulse withstand voltage test-as per clause 5.7 of this specification.
    - ii. Power frequency withstand voltage tests- as per clause 5.7 of this specification.
    - iii. Insulation resistance
  - iii. Accuracy (including change of error due to variation of voltage, ambient temperature, frequency, level, stray field etc and Mechanical load on register as per clause 5.15 of this specification)
  - iv. Starting and running at no load
  - v. Adjustment
  - vi. Mean temperature coefficient
  - vii. Effect of high temperature test as per clause 8.3 of this specification.

The test certificates shall clearly identify the kWh meter tested, showing the following:

- a. Manufacturers identity
- b. Model/Type number
- c. Type of register
- d. Type of rotor bearing, break magnet and other basic parameters.

### **8.3 Additional Test**

To verify the effect of high temperature the meter shall be carried out to conform to the test stipulated below:

Subject the meter to 60<sup>0</sup>C for 24h while energising the voltage circuit at reference voltage and current circuit at zero current and stabilize at reference condition for 4 h. The variation in percentage error shall not exceed:

- 1.0 when the meter operates on 0.05I<sub>b</sub> at unity power factor
- 0.5 when the meter operates on I<sub>b</sub> at unity power factor
- 0.5 when the meter operates on I<sub>b</sub> at 0.5 lagging

(where I<sub>b</sub>= base current)

## **8.4 Inspection and Testing**

### **a. Inspection**

The meter offered for supply shall be tested as stipulated in Clause 8.4 (b) to verify the accuracy and performance of the meter as per this specification. If the meter fails to meet the requirements of this specification, then the total quantity under the tender shall be rejected.

Routine Test Reports (as per Clause 8.1) of the meters offered for inspection shall also be furnished for the observation of the inspector.

### **b. Acceptance/Sample Tests**

a. Clearance and creepage distance

b. Power Loss on

i. Voltage Circuit

ii. Current Circuits

c. Apparent power loss

d. Heating

e. Di-electric Qualities

f. AC Voltage

g. Flammability

h. Variation due to self heating

i. Percentage error limits.

### **c. Sampling Method**

The sampling method shall be as stipulated in IEC 60514.

## **9. Sample**

One sample of meter preferably of highest current rating with manufacturer's seal shall be furnished with the offer. Unsealed sample meter shall not be accepted. The sample meter shall be tested in NEA's Central Testing Laboratory (as is where) for limits of error, counter and creepage in accordance BSEN/IEC 62052-11:2003 & IEC 62052-11:2003 apart from its physical verification. If the error limits of the sample meter exceed the prescribed error limit of IEC then the bid will be considered as technically-substantially responsive and thus, rejected.

## **10. Packaging**

Each meter shall be individually packed using blister wrapping to prevent damage during transport and handling. A minimum of 5 meters shall be packed in cardboard boxes and the boxes shall indicate Type, Rating and Serial No. of the item. All packing material shall be of bio-degradable type. The Supplier shall take particular care to provide packaging that will securely restrain movement of meters within the individual packages by use of shock absorbent,

nonmarring materials such as thermo-cole. Group packaging shall be sturdy, weather resistant, and be capable of continuing NEA use after initial delivery. The packaging of each meter shall contain moisture absorbent.

## **11. Warranty**

Manufacturer shall provide 10 year warranty period from the date of delivery to the purchaser's store. The manufacturer shall guarantee that the offered meters will operate within the stipulated error limits during this period without re-calibration. The manufacturer shall replace or make good the meters found defective, free of charge within one month receipt of intimation. Agreement shall be signed with the manufacturer after award in the format provided in the bid document.

NEA shall not remove the meter cover for any purpose so that NEA has the right to claim warranty in the event of any defect in the meter. Manufacturer shall honour the warranty agreement accordingly.

## **12. Bid Documentation**

- 12.1 The Bidder shall furnish with the Bid one (1) clear copy of the governing standard for fabrication and testing of watt hour meters.
- 12.2 The Bidder shall furnish with the Bid one (1) clear copy of certified type test results for all characteristics of watt-hour meter for each type as listed in TABLE 1.
- 12.3 The Bidder shall furnish with the Bid one (1) clear copy of certified drawings showing all pertinent views and sections, appropriately dimensioned for the watt-hour meters offered.
- 12.4 The Bidder shall provide the details of materials and components used.
- 12.5 The bidder shall submit the catalogues describing the meter and indicating the type and model number.
- 12.6 The bidder shall submit the literature describing the operational features of the meter.
- 12.7 The constructional features, materials used for components and relevant technical literature for the following shall be furnished:
  - a. Permanent magnet
  - b. Magnetic bearing
  - c. Register
  - d. Voltage coil

12.8 Full details of the method of encapsulation of voltage coil and winding details of current and voltage coils eg. Type of frame used, Insulation of wires etc. shall be submitted.

12.9 Full details of temperature compensation methods used in magnet, giving details of thermal compensating device ,temperature ranges etc.shall be furnished.

12.10 Constructional details of upper and lower bearing shall be submitted.

12.11 All data drawings, catalogues and other technical documents shall be furnished in separate sections of the Bid documents.

### **13. Connection Diagram**

There shall be embedded connection diagram inside the terminal cover.

**TABLE 1**

**THREE PHASE/ 4-WIRE WATT-HOUR METERS**

Type of meter:	3-phase/4-wire	3-phase/4-wire	3-phase/4-wire	3-phase/4-wire
Number of element	3	3	3	3
Accuracy Class:	2	2	2	2

**Meter rating:**

Voltage	400/230 V	400/230 V	400/230 V	400/230 V
Frequency	50 Hz	50 Hz	50 Hz	50 Hz
Base current ( <i>I<sub>b</sub></i> )	5 A	10 A	15A	30A
Rated max current ( <i>I<sub>m</sub></i> )	20 A	40A	60A	120A
Over load capacity	400%	400%	400%	400%
Reference temperature	20 <sup>0</sup> C	20 <sup>0</sup> C	20 <sup>0</sup> C	20 <sup>0</sup> C

The Bidder shall also provide the following data:

- 1 Characteristic constants
- 2 Limits of error
- 3 Starting current
- 4 No-load rotation
- 5 Effect of variation of rated voltage
- 6 Effect of variation of rated frequency
- 7 Temperature coefficient
- 8 Losses
- 9 Dielectric strength and insulation resistance
- 10 Load adjustment range

**SCHEDULE OF GUARANTEED TECHNICAL PARTICULAR  
(TECHNICAL DATA SHEET)**

(To be filled in by the Bidder/ Manufacturer)

The Bidders/manufacturers are required to furnish the following information in the Data Sheet. Separate sheets can be used if additional space is required. The information furnished shall be supported by the catalogue and test reports. The information not supported by the catalogues, test reports etc. shall be deemed to have been "Not Provided". The bidders/manufacturers are also required to underline the information asked for in the catalogue and /or test reports. Any deviation from NEA's requirements shall be clearly mentioned giving the reasons thereof.

S.No	Description	Unit	5(20) A	10(40) A	15(60) A	30(120) A
1	Name of Manufacturer and Country of Origin					
2	Type and Catalogue number/Model number					
3	Accuracy Class					
4	Applicable Standard					
5	Reference/Rated					
	i. Voltage	V				
	ii. Frequency	Hz				
6	Rated maximum Current $I_{max}$	A				
7	Basic Current $I_b$	A				
8	Starting Current of Meter (at unity power factor)	% of rated current				
9	Creeping voltage	% of rated voltage				
10	Meter Constant	Rev/kWh				
11	Basic Speed	Rev./min				
12	Basic Torque	gm/cm				
13	Rated Maximum Load Speed at unity PF	Rev./min				
14	Rated Maximum load Torque	gm/cm				
15	Mean temperature coefficient					
	i. From $0.1I_b$ to $I_{max}$ at unity PF	%/°C				
	ii. From $0.1I_b$ to $I_{max}$ at 0.5 lagging	%/°C				
16	Break Magnet System					
	i. Name of Manufacturer					
	ii. Type (two pole/four pole/six pole/eight pole)					
	iii. How long the type of break magnet in the offered meter has been in use	Years				
	iv. Whether the ISO 9001 certificates are furnished (as per clause 7.0)	Yes/No				



S.No	Description	Unit	5(20) A	10(40) A	15(60) A	30(120) A
17	Rotor Bearings					
	i. Name of Manufacturer					
	ii. Type (Jewel/Magnetic)					
	iii. How long the type of bearing in the offered meter has been in use	Years				
	iv. Whether the ISO 9001 certificates are furnished (as per clause 7.0)	Yes/No				
17	Rotor Weight	grams				
18	Energy Register					
	i. Name of Manufacturer					
	ii. Type (Dial type, Cyclometer/Jumping Cyclometer)					
	iii. How long the type of register in the offered meter has been in use	Years				
	iv. No. of digits					
	v. Digit size	mm x mm				
	vi. Whether the ISO 9001 certificates are furnished (as per clause 7.0)	Yes/No				
19	Material of					
	i. Meter Base					
	ii. Terminal Base					
	iii. Meter Cover					
	iv. Terminal Cover					
	v. Cover screws and type					
20	Whether the gasket is					
	i. Provided between the meter base and cover	Yes/No				
	ii. Continuous	Yes/No				
	iii. Fitted in a recessed groove in the cover	Yes/No				
21	Material of gasket					
22	Applicable IP Code (Degrees of Protection)	IP				
23	Terminal					
	i. Material					
	ii. Bore diameter					
	iii. Bore length					
	iv. Number of screws provided					
	v. Size of screws					
	vi. Material of screws					
24	Material of the meter frame					
	Whether the meter is fully tropicalised	Yes/No				

S.No	Description	Unit	5(20) A	10(40) A	15(60) A	30(120) A
25	Number of holes provided for mounting the meter	Nos				
26	Vertical distance between top fixing holes and centerline of bottom fixing holes	mm				
27	Distance between centers of bottom fixing holes and centerline of meter	mm				
28	Whether the type tests as per Clauses 8.2 is furnished	Yes/No				
29	Limits of Errors					
	i. 0.05 I <sub>b</sub> at unity PF					
	ii. from 0.1I <sub>b</sub> to I <sub>max</sub> at unity PF					
	iii. 0.1 I <sub>b</sub> 0.5 lagging					
	iv. 0.1 I <sub>b</sub> 0.8 leading					
	v. from 0.2 I <sub>b</sub> to I <sub>max</sub>					
	0.5 lagging					
	0.8 leading					
30	Insulation Level					
	i. Power frequency withstand voltage for 1 min.	kV				
	ii. Lightning impulse withstand voltage (Peak)	kV				
	iii. Insulation resistance Megaohms at 500 V DC					
31	Power Losses					
	i. Voltage circuit at reference voltage					
	a. Active	W				
	b. Apparent	VA				
	ii. Current circuits at basic current (Apparent)	VA				
32	Temperature Rise					
	i. Winding	°C				
	ii. External surfaces of the case	°C				
33	Whether the effect of higher Temperature Test as per Clause 8.3 is furnished?	Yes/No				
34	Whether sample tests as per Clause 8.4 will be carried out by the bidder during inspection?	Yes/No				
35	If yes, indicate the place of testing.					
	Single phase meter calibration facility.					
	Number of single phase meter calibration bench available at the place of manufacture?	Nos.				
	Number of single phase meters that could be calibrated by each bench/day?	Nos.				

S.No	Description	Unit	5(20) A	10(40) A	15(60) A	30(120) A
36	Whether the Quality Assurance Certification conforming to ISO 9001 for manufacture of the following are furnished					
	i. kWh Meter	Yes/No				
	ii. Permanent magnet	Yes/No				
	iii. Magnetic bearing	Yes/No				
	iv. Register	Yes/No				
37	Certification period of the meter offered (as per clause 11)	Years				
38	Whether documentary evidence furnished to prove this?	Yes/No				
39	Recommended re-calibration interval	Years				
40	Guaranteed Life Span of the offered meter	Years				
41	Type of packing material					
42	Whether the packing material is bio-degradable?	Yes/No				

We certify that the above data are true and correct

.....

Seal and Signature of the bidder and manufacturer

**ANNEXES**

**Annex A**

**BID FORM**

To :  
Nepal Electricity Authority  
Distribution and Consumer Services  
Office of the General Manager  
Durbar Marga, Kathmandu  
Nepal  
Tel. : + 977 (01) 4232508  
Fax : + 977 (01) 4227688

Gentlemen:

Having examined the Bidding Documents for the above Contract, including the Specifications, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver \_\_\_\_\_ in conformity with the said Bidding Documents, including Addenda Nos. \_\_\_\_\_, for the sum of (in figure *(Total Bid Amount CIF in figures)*, \_\_\_\_\_ and in words \_\_\_\_\_ or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to commence delivery within \_\_\_\_\_ days, and to complete delivery of all the items specified in the Contract within \_\_\_\_\_ days, calculated from the date of establishment of LC and in accordance with the Contract Execution Schedule provided in the Special Conditions of Contract.

If our Bid is accepted, we will provide the Performance Security in the sum of \_\_\_\_\_, equal to five (5) percent of the Contract price, for the due performance of the Contract.

We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for bid closing pursuant to Clause 21 of the Instruction to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature)

\_\_\_\_\_  
(In the Capacity of)

Duly Authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Witness \_\_\_\_\_

Address \_\_\_\_\_





## Annex C

### Delivery Schedule

**Delivery Site:** NEA Store, Huprachaur, Hetauda, Nepal

**Delivery Time:** 120 Days

Item No.	Description	Delivery days (Within 120 Days)
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***1 Three Phase Whole Current Energy Meters***

1.1	5/20 A Three Phase Energy meters	8000 Nos.
1.2	10/40 A Three Phase Energy meters	4000 Nos.
1.3	15/60 A Three Phase Energy meters	2000 Nos.
1.4	30/120 A Three Phase Energy meters	1000 Nos.

**Delivery Schedule Required By NEA:**

The complete delivery must be made at NEA designated store within the calendar days specified above from the date of establishment of LC.



**Annex D**

**IV. BID SECURITY FORM**

WHEREAS \_\_\_\_\_  
(hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_  
\_\_\_\_\_ for the supply and delivery of \_\_\_\_\_  
\_\_\_\_\_.

KNOW ALL MEN by these presents that WE \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

having our registered office at \_\_\_\_\_  
hereinafter called "the Bank") are bound unto Nepal Electricity Authority, Distribution and Consumer Services (hereinafter called the NEA) in the sum of (*Amount of the Guarantee in Words and Figures*), for which payment well and truly to be made to the said NEA, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CONDITIONS of this obligation are:

- (a) if a BIDDER withdraws or modifies its Bid during the period of bid validity specified by the BIDDER on the Bid Form, or
- (b) if a BIDDER offers the changes in the bid price or substance of the bid at the time of submission of their response sought pursuant to clause 25, or
- (c) in the case of a successful BIDDER, if the BIDDER fails or refuses :
  - (i) to sign the CONTRACT in accordance with Clause 35
  - (ii) to furnish the Performance Security in accordance with Clause 36
  - (iii) to accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 28.2.

We undertake to pay to the NEA up to the above amount, according to, and upon receipt of, its first written demand, without the NEA having to substantiate its demand, provided that in its demand the NEA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

This guarantees will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

by \_\_\_\_\_

(Title)  
Authorized Representative

\_\_\_\_\_  
(Signature of Witness)

Name of Witness \_\_\_\_\_

Address of Witness \_\_\_\_\_

\_\_\_\_\_

**Annex E**  
**Performance Security Form**

To: Nepal Electricity Authority  
Office of the General Manager  
Distribution and Consumer Services  
NEPAL

WHEREAS (Name of the Contractor)

hereinafter called "the Contractor" has undertaken to supply of \_\_\_\_\_ in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20 \_\_\_\_, hereinafter called "the CONTRACT", AND WHEREAS it has been stipulated by you in the said CONTRACT that the CONTRACTOR shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the CONTRACTOR 's performance obligations in accordance with the CONTRACT.

AND WHEREAS we have agreed to give the CONTRACTOR a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the CONTRACTOR, up to a total of (*Amount of the Guarantee in Words and Figures*), and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the CONTRACTOR, and without cavil or argument, any sum or sums as specified by you, within the limit of (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(NAME OF GUARANTOR)

By \_\_\_\_\_  
(Title)  
Authorized Representative

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

Address: \_\_\_\_\_

## **Annex F**

### **Declaration of Local Agent**

The BIDDER offers the following information with respect to a Local Agent:

1. Name and address of Local Agent:
  
  
  
  
  
  
  
  
  
  
2. Amount of commission, currency of payment, and method of payment:
  
  
  
  
  
  
  
  
  
  
3. Other conditions of the Agreement:

Signature and Stamp of Bidder

**Annex G**

**Data on Qualifications of Bidder/Manufacturer**

(Comprising Forms G-1 to G-10 to be accomplished by Bidder and Manufacturer as required)

**Form: G-1**

**General Information on the Bidder**

Name of the Bidder:

Name of Chief Executive Officer:

Name of the BIDDER's authorised representative in Nepal:

Office Address:

Telephone:                      Fax:

Is the Bidder himself the manufacturer of the GOODS?:	Yes No
Is a copy of the company's registration included?:	Yes No
Is the Bidder an agent or seller of another manufacturer?:	Yes No

---

Principal manufacturer / provider of the GOODS:

Address of manufacturer:

Telephone:                      Fax:

Has authorization letter from the manufacture been included?:	Yes No
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---

Has the BIDDER's Organization Chart been included?:	Yes No
---	--------

No of Administrative Staff:	No. of technical staff:	Yes No
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No. of specialized Technicians:	Availability of sales service	Yes No
---------------------------------	-------------------------------	--------

Does the Bidder maintain a permanent minimum stock of GOODS:	Yes No
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Signature and Stamp of the Bidder

**ANNEX G (cont...)**

**Form: G-2  
Statement of Due Performance**

Nepal Electricity Authority  
Office of the General Manager  
Distribution and Consumer Services  
Durbar Marga, Kathmandu  
Nepal.

Gentleman,

The Bidder hereby declares that, till date, no dispute has raised in any contract executed or under execution other than the cases herewith mentioned. All claims raised have been settled amicably between NEA and the bidder beside the cases listed here below. No civil or criminal case against the bidder has been raised or is currently being raised or being dealt with in court other than the cases here with listed.

List of disputes raised in other contracts:

Contract	Employer	Date of dispute	Amount	Remarks
.....	.....	.....	.....	.....

List of claims pending from other contracts:

Contract	Employer	Date of claim	Amount	Remarks
.....	.....	.....	.....	.....

List of civil criminal cases:

Contract	Employer	Date	Court	Case
.....	.....	.....	.....	.....

Signed and sealed this day ... .. of ... ..

.....  
BIDDER's Name in Print and Signature

**ANNEX G (cont...)**

**Form: G-3**

**Records of Major Supply Contract(s) Executed**

(To be accomplished by the manufacturer for the last three years)

Below, are listed major clients dealing with the Bidder in goods and services similar to the ones to be supplied under this Bid.

Client Name (1)	Location (1)	Date of Completion of Contract	List of Similar Goods Supplied (2)	Remarks
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

\_\_\_\_\_  
Signature and Stamp of the Bidder

(1) The bidder is required to furnish complete postal address together with telephone and fax numbers of the client as an attachment to this Form.  
(2) Please provide the list of similar goods supplied specifying their ratings, sizes or major features. An attachment may be added if the space is not sufficient.

**ANNEX G (cont...)**

**Form: G-4**  
**Records of Major Supply Contract(s) on Hand**  
(To be accomplished by the manufacturer)

Below, are listed major clients dealing with the Bidder in goods and services similar to the ones to be supplied under this Bid.

Client Name (1)	Location (1)	Value of Contract	Portion Completed (in value)	Remaining Portion (in value)
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

---

Signature and Stamp of the Bidder

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(1) The bidder is required to furnish complete postal address together with telephone and fax numbers of the client as an attachment to this Form.

(2) Please provide the list of similar goods supplied specifying their ratings, sizes or major features. An attachment may be added if the space is not sufficient.



**ANNEX E (cont...)**

**Form: G-5**  
**Bank Reference**  
(To be completed by Bidder)

Nepal Electricity Authority  
Office of the General Manager  
Distribution and Consumer Services  
Durbar Marga, Kathmandu  
Nepal.

Gentleman,

It is here by certify that ... .. (*Name of Bidder*) ... .. is known to us since ..... and he has been operating regularly in different business transactions with our bank. His commercial performance has been always acceptable to us and we are entirely satisfied with his overall conduct on business. On the basis of his assets and relation with us we are currently granting him a line of credit up to ...(specify the amount)..... According to our best knowledge he has never been involved in any suspension of payment irregularity either to Government to Non-Government Organization.

We are pleased to maintain relations with ..... and we kindly recommend him to you for his sound financial background and practices.

Signed and sealed.

\_\_\_\_\_  
Name of the Bank

\_\_\_\_\_  
Signature and name of Bank's representative.

**ANNEX G (cont...)**

**Form: G-6  
Statement of Non-involvement in Bankruptcy**

Nepal Electricity Authority  
Office of the General Manager  
Distribution and Consumer Services  
Durbar Marga, Kathmandu  
Nepal.

Gentleman,

It is here by certify that ... .. (*Name of Bidder*) ... .. has never either himself of any of his direct associates or any of his administrators has been involved in any case of bankruptcy or suspension of payments.

Signed and sealed this day ..... of .....

.....  
Bidder's Name in Print and Signature

**ANNEX G (cont...)**

**Form: G-7**  
**Financial Performance**  
(To be completed by Bidder)

	Financial Year 2006 / 2007	Financial Year 2005/ 2006	Financial Year 2004 / 2005
1. Share Capital	.....	.....	.....
2. Total current assets	.....	.....	.....
2.1 Total cash and deposits	.....	.....	.....
2.2 Accounts receivable	.....	.....	.....
2.3 Buildings and Lands	.....	.....	.....
3. Total current liabilities	.....	.....	.....
3.1 Notes payable	.....	.....	.....
3.2 Accounts payable	.....	.....	.....
3.3 Other current liabilities	.....	.....	.....
4. Total assets	.....	.....	.....
5. Total Liabilities	.....	.....	.....
6. Working capital	.....	.....	.....
7. Net worth	.....	.....	.....
8. Total Profit before tax	.....	.....	.....
9. Net Profit after tax	.....	.....	.....
10. Annual Turnover	.....	.....	.....

- 
- 11. Volume of orders currently under execution : .....
  - 12. No of orders currently under execution : .....
  - 13. No of orders currently under process : .....

\_\_\_\_\_  
Signature and Stamp of Bidder

Audited Financial Statements for the above mentioned three years (counted about one and half year prior to the bid submission) shall be submitted.

**ANNEX G (cont...)**

**Form: G-8**  
**Manufacturing Experience**  
(To be filled up by manufacturer)

Product name: .....

First Year of manufacturing : .....

Quantity of products produced : (for last three years)	Year	Year	Year
.....	.....	.....	.....
.....	.....	.....	.....

Manufactured under own development : Yes No

Manufactured under license from : .....

Manufactured collaboration with : .....

Other relevant information : .....

Has the Bidder R & D section Yes No

No. of staff in R & D section : ..... Level of education : .....

Has the manufacturer a quality assurance system in place? Yes No

Is the manufacturer certified or accredited by any organization? Yes No

Name the organization/s and type of accreditation/s or certification/s:  
.....  
.....

\_\_\_\_\_  
Signature and Stamp of Manufacturer

**ANNEX D (cont...)**

**Form: G-9**

(To be filled up by Bidder/Manufacturer)

S. No.	Description	NEA requirement	Bidder's Status
<b>1</b>	<b>Experience (To be filled in by manufacturer)</b>		
1.1	Manufacturing experience	At least 20 years	
1.2	Users' certificates	At least from 2 Users for bid quantity	
1.5	Average annual production capacity	2 times of Bid quantity	
<b>2</b>	<b>Financial Status (To be filled in by Bidder)</b>		
2.1	Average annual turn over of the Bidder over the last 3 years  Annual turn over for each year of the Bidder over the last 3 years  Average annual turn over of the Bidder over the last 3 years for Goods manufactured in Nepal	At least USD 33,00,000.00  At least USD 16,50,000.00  At least NRs 43,000,000.00	
2.2	Working capital in the last fiscal year	At least USD 363,000.00 or equivalent amount	
2.3	Audited Balance Sheet as specified in form G7 Submitted?	To be submitted	

**ANNEX G (cont...)**

**Form G-10**

**Joint Venture Data**

(If the Bidder is Joint Venture partner)

S. No. Name of the JV partner Share of liability Contact address

1.

2.

3.

Name of the lead partner

Each JV partner shall fill up the necessary G forms individually.

**Annex H**

**MANUFACTURER'S AUTHORIZATION CERTIFICATE**

The Bidder shall furnish authorization certificates in the following format for specified equipment.

To  
Nepal Electricity Authority  
Office of the General Manager  
Distribution and Consumer Services  
Durbar Marga, Kathmandu  
Nepal.

WHEREAS ----- (name of the manufacturer) who are established and reputable manufacturers of ----- (name and/or description of the goods) having factories at ----- (address of factory) do hereby authorize ----- (name and address of Bidder) to submit a Bid and subsequently negotiate and sign the Contract with you against Invitation for Bid Tender No. ----- for Supply and Delivery of -----for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids. We further extend our full commitment to provide after sales service.

\_\_\_\_\_  
(Signature and Seal for and on behalf of Manufacturer)

ANNEX I

## Warranty for Nepal Electricity Authority

Tender No:

.....(Manufacturer) shall make good by repair or, at our option by replacement, defects which, under proper use and in accordance with any instructions issued by us, as appeared in the contract of our supply or manufacture within a period of not more than One Hundred and Twenty (120) months after the original dispatch date provided that:-

- a. All meters supplied by..... (Manufacturer) is handled, installed and commissioned in a manner as agreed to by the Manufacturer and the Nepal Electricity Authority and at the designed normal operating conditions at all times for which it was intended.
- b. We are notified of the alleged defect first coming to the purchaser's notice and within the warranty period.
- c. The defective meter/(s) is/are returned to our local Agent in Nepal free of charge if we so require and we shall return new or repaired meter (s) free of charge to the original contract delivery point unless otherwise arranged.
- d. Any unauthorized handling; repairs or alteration to the meter (s) shall invalidate this warranty.

If it is found that the meter has been mishandled, neglected and/or modified in any way during the storage period, the warranty will become null and void.

The warranty applied only to goods and services carried out by (manufacturer) or with (Manufacturer) approval.

Yours sincerely

(Manufacturer)  
(Seal and Signature)