Nepal Telecom

Nepal Doorsanchar Company Limited

Tender No. NDCL/13/069-70

for

Supply, Delivery, Installation, Testing and Commissioning
of

Diesel Generator Dual Set
(950 KW×2)

January, 2012

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Abbreviations and Acronyms

AMC ……..	Annual Maintenance Contract
AT ……..	Acceptance Test
COC …….	Conditions of Contract
DCC …….	Delivery Completion Certificate
FAC …….	Final Acceptance Certificate
FAT …….	Final Acceptance Test
GoN …….	Government Of Nepal
IFB …….	Invitation For Bids
INB ……	Important Notice to Bidder
ITB …….	Instructions To Bidders
LOA …….	Letter of Acceptance
LOI …….	Letter of Intent
MMD …….	Material Management Department of Nepal Telecom
NT …….	Nepal Telecom
PAC …….	Provisional Acceptance Certificate
PAT …….	Provisional Acceptance Test
PO …….	Purchase Order
PoC …….	Proof of Compliance
PPMO…….	Public Procurement Monitoring Office
SCC …….	Stabilization Completion Certificate
SOP …….	Schedule of Prices
SOR …….	Schedule of Requirement
TDS …….	Tax Deducted at Source
VAT …….	Value Added Tax
WCC …….	Warranty Completion Certificate

Glossary of Terms Used in this Document

Bidder: Bidder is an entity who submits the bid document under this tender.

Blacklisting: It is enlisting or including the name of a person, affirm, or a company in a list seen as unacceptable or untrustworthy. Once the name is included in such a list, the person or the company is looked by suspicion and may not be allowed to participate in a bidding process.

Bid Price: The price quoted by the Bidder in Bid Form.

***Bill of Quantities*:** The Priced and completed Bill of Quantities forming part of the Bid.

Contract: The Contract means the agreement entered into between the Nepal Telecom and the Supplier, as recorded in the contract agreement form signed by the parties, including all amendments and appendices thereto and all documents incorporated by reference therein;

Contract Award: It is the decision of Nepal Telecom to give responsibility to execute a project through contract agreement signed with a successful bidder. The awardee is responsible to execute the contract as per the agreement made with Nepal Telecom.

Corrupt Practice: It is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the action of the other party.

Contract Price: The total price of all the goods and services included in the contract which will be payable to the supplier on the fulfillment of all obligations under the contract.

Contract Document: The documents listed in the Agreement, including amendments thereto. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory

Corruption: It is the dishonest activity especially the involvement in bribery. Corruption in case of construction projects is the action of the other party.

***Completion*:** The fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.

***Corrected Bid Price*:** Bid price obtained after the arithmetical error corrections

Delivery: The transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the contract.

***Day*:** The calendar day.

Evaluated Price: The total price obtained after the Financial Evaluation.

Fraudulent Practice: It is a practice of gaining of a materials advantage dishonestly. It is a practice that is false or impostor. It is any act or omission, including mis-representation, that knowingly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

***Goods*:** All of the goods (Hardware and Software), which the supplier is required to supply and deliver to the Nepal Telecom under the contract;

Global Company: Global Company means company having offices in more than one country.

***Major Clause*:** Clauses marked with * are considered as major clauses.

Mandatory Clauses: Clauses with following statement are considered as mandatory Clauses:

"... deviation on which shall result in rejection of the Bid"

"... without which the Bid shall be rejected"

"... deviation on which shall lead to rejection of the Bid"

***Nepal Telecom (NT)*:** The purchaser, Nepal Doorsanchar Company Limited;

***Purchaser*:** The organization purchasing the Goods, i.e. Nepal Telecom

***Supplier*:** The Supplier means the individual or firm supplying the goods under this contract;

***Successful Bid*:** The Bid that substantially comply with the technical, commercial and financial requirements of the tender and determined to be the lowest evaluated price after financial Evaluation.

***Service*: T**he services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, warranty, AMC and other such obligations of the Supplier covered under the Contract;

End of Abbreviations and Glossary

Section I: Invitation for Bids (IFB)

Section I: Invitation for Bids (IFB)

Date: January 03, 2013
Tender No. NDCL/13/069-70

1. Nepal Telecom (Nepal Doorsanchar Company Limited) intends to purchase *Diesel Generator Dual Set (950 kW×2)* as a Prime Power Supply Unit for use in Telecom stations including BTS stations where Power Supply System (city supply system) fails or are not available for a long duration of time. The power required by **Nepal Telecom** for the Telephone Exchange Equipment, Transmission Equipment, Air conditioning Equipment and other equipment is 3 phase 380 Volts A.C. plus Neutral. Therefore, Nepal Telecom invites sealed bids for the Tender No. NDCL/13/069-70 for Supply, Delivery, Installation, Testing and Commissioning of Diesel Generator Dual Set (950 kW×2).

2. Interested bidders may obtain further information from the office of:
   Nepal Telecom (Nepal Doorsanchar Company Limited),
   Material Management Department,
   Central office, Bhadrakali Plaza,
   Kathmandu, Nepal.

   Tel. No. : 977 1 4210309
   Fax No. : 977 1 4227260
   E-Mail : ntc.mmd@ntc.net.np
   Website : http://www.ntc.net.np or **http://eproc.ntc.net.np**

3. A complete set of bidding documents may be purchased by any interested bidder on the submission of a written application to the office mentioned in clause no. 2 of this section and upon payment of a non-refundable fee of **NRs. 15,000.00** (Nepalese Rupees: Fifteen Thousand only) or **US$ 175.00** (US Dollars: One Hundred Seventy Five only) or **Euro 135.00** (Euro: One Hundred Thirty Five only).

   The Bidder shall procure the Bidding document by itself from the office mentioned in Clause No. 2 of this section or may deposit bid document amount in the bank and shall use the same bidding document for the preparation of the Bid proposal. The Bid proposal from the Bidder without procuring the bidding document by itself from the office mentioned above shall not be accepted. The Bidder shall submit a copy of the receipt for the purchasing of the Bid document obtained from the Nepal Telecom.

   If interested bidder wishes to collect the document by courier service, **additional US$ 70.00** (US Dollars: Seventy only) or **Euro 60.00 (**Euro: Sixty only) or **NRs. 6,000.00** (Nepalese Rupees: Six thousand only) will be charged to the bidder.

   The account information for depositing the bid purchase amount is as follows:

	For Nepalese Currency	**For US Dollars or Euro**
Name of the Bank	Standard Chartered Bank, Nepal	Standard Chartered Bank, Nepal
A/C No.	02041562601	01041562652

4. **Bids must be accompanied by a Bid Security of NRs. 3,723,000.00** (Nepalese Rupees: Three Million Seven Hundred Twenty Three Thousand only) or **US$ 42,650** (US Dollars: Forty Two Thousand Six Hundred Fifty only) or **Euro 32,650.00** (Euro: Thirty Two Thousand Six Hundred Fifty only).

5. The bid security must be furnished or counter guaranteed by one of the banks listed in **Annex-I.**

6. The Bidder may submit the bid security issued or counter guaranteed by the bank not listed in Annex-I with Nepal Telecom's prior written consent. In such a case, bidder shall make a request to accept the bank other than listed in Annex-I, **fifteen (15) days** prior to deadline for the submission of bids. However, Nepal Telecom reserves the right to accept or reject the bidder's request without thereby

incurring any liability to the affected bidder or any obligation to inform or explain the affected bidder of the grounds for Nepal Telecom's action.

7. If bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Bank and submit the receipt of the deposited amount of cash along with the bid. The Bank details and Account number shall be provided to Bidder upon request.

8. Bid documents will be available in soft copy (in CD) as well as in hard copy. The offer shall also be provided in the hard copy (documentation form) as well as in the form of soft copy in CD (in Word, Excel and PDF Format). Soft copy will be used for the easiness of bid preparation and for the easiness of bid evaluation only. **In case of discrepancy between the two, the hard copy shall prevail.**

9. ***e-submission:***

9.1 For ***e-submission,*** Bid documents will be available in Nepal Telecom e-procurement portal (PDF Format). The bidders may submit their bid through ***e-submission*** which is available in Nepal Telecom e-procurement portal i.e. *http://eproc.ntc.net.np*.

9.2 For e-submission, bidder has to register in Nepal Telecom e-procurement portal. The registered bidder has to procure the bid document and prepare the entire bid proposal in traditional way with sign and seal. The bidder has to scan all the documents into ***pdf*** format. These softcopy (document) has to be uploaded in their respective place. For details please visit Nepal Telecom e-procurement portal i.e. http://eproc.ntc.net.np.

9.3 The bidder has to furnish the original signed and sealed documents (of e-submitted document) as stated in Part B Section II of the bid document to NT within seven (7) days from the date of bid opening in a sealed envelope marked as "**original documents of e-submitted bid**" addressed to the office and in manner as mentioned in **clause 9.4 of Section III: Instructions to Bidders (ITB).**

9.4 The bidder who submits bids in hard copy (manual submission) as well as through e-submission shall be treated as two separate bids by a same bidder and hence will be disqualified. However, the bidder who has submitted the bid electronically may submit the hardcopy before the bid submission dead line, only if they submit the valid official letter requesting the withdrawal of the e-submitted bid proposal along with the bid.

End of Section I: Invitation for Bids (IFB)

Section II: Important Notice to Bidders (INB)

Section II: Important Notice to Bidders (INB)

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and Purchaser, shall be written in English Language.

Part A

Bidders are requested to study the tender document carefully. Absence of any of the following document will result in the rejection of the Bid.

(a) A **clause by clause** comments on Conditions of Contract and Technical Specifications.

(b) All the pages containing **Conditions of Contract** and **Technical Compliance Statement** shall be signed and stamped with official seal by the bidder (authorized person).

(c) Detailed **technical description** and the **performance characteristics** of the offered *Diesel Generator Dual Set (950 kW X 2)* shall be included along with the bid document.

(d) **Bidders Eligibility**, **Equipment Field proven-ness** and **Supply records** (as per Annex - II) of the offered or higher range *Diesel Generator Dual Set (950 kW X 2)* as specified in Clause No. – 16 of Section III: Instructions to Bidders (ITB).

All documents supporting as evidence for the clauses of eligibility of products shall be Authentic Documents (certificates with the letter head of the issuing authority duly signed with date by the authorized person, stamped with official seal and with name, designation of the signatory in the letter) regarding Bidder's/ Manufacturer's experience and field proven-ness of offered goods as mentioned in the Clause No. – 16 of Section III: Instructions to Bidders (ITB).

(e) **Quality Assurance Certificate ISO 9000 Series Certificates** relating to the manufacturing of *Diesel Generating Set.*

(f) Letter stating that the bidder and manufacturer of offered goods are not charged of blacklist or ineligibility for corrupt and fraudulent practices by Government of Nepal.

(g) Letter stating that the bidder and manufacturer of offered goods are not having and not plan to have ownership with competitors of Nepal Telecom in Nepal until the completion of all the contractual obligations.

Part B

The Original Copies of the following documents shall be submitted by the bidders for bid opening purpose, without which the bid shall be rejected. For the bidder, who has submitted their bids through e-submission, shall also furnish the original copies of the following documents within 7 days from the date of bid opening. The original copies and scan copies, if varies, the bid shall be rejected.

(a) **Bid Form** duly signed with date by the authorized person and stamped with official seal as per Sample Form No. - 1 "**Bid Form**" of Section V enclosed in the bid document.

(b) **Bid Security** furnished in accordance with Clause No. – 7 of Section III: Instructions to Bidders (ITB) and as per Sample Form No. - 2 "**Bid Security Form**" of Section V enclosed in the bid document.

(c) **Price Schedule** duly filled and signed with date by the Authorized Person and stamped with official seal in accordance with **Section VII: Price Schedule and Quantity Thereof for offered** Diesel Generator Dual Set (950 kW X 2) and services.

(d) **Manufacturer's Authorization Letter** as specified in Clause No. – 16 of Section III: Instructions to Bidders (ITB) and certificate of proof of being the manufacturer for the offered goods in the form of Registration certificates.

(e) The **Power of Attorney** and **signature specimen** of the Authorized Person in a separate sheet shall be submitted along with the Bid.

(f) **Letter of Discount**-In case, the bidder wishes to offer any sort of discount on goods, services and inland delivery, such letter of discount applicable to the main offer shall be attached to the **3rd Envelope** "**Documents for Bid Opening"**. The offered discount will not be considered for evaluation of bid if such letter is not attached with bid opening document. Any sort of conditions for discount shall not be entertained but such discount shall be proportionately absorbed in the unit price of all the goods, services and inland delivery at the time of contract and shall remain valid and applicable in all subsequent purchases on later dates as mentioned in clause no. 6.11 of Section III: ITB. The offered discount shall also be used for the evaluation and loading/Adjustment purpose. The discount letter attached in the 1st Envelope "**Original**" and 2nd Envelope "**Copy**" shall not be considered.

Part C

In order to simplify the process of Bid opening and also to economize the time consumed during the Bid opening, the Bidders are required to submit the above documents mentioned in Part -B in a separate sealed envelope marked as "DOCUMENT FOR BID OPENING". Otherwise, the Bidder shall be fully responsible for the probable consequences that may result therein after.

Part D

Important Conditions of Contract (COC)

(a) The Bidder shall fully comply with the clauses related to **Delivery, Testing and Commissioning** (Clause No. 5) and **Warranty** (Clause No. 6) of Section IV: Conditions of Contract (COC).

(b) The bid shall be rejected if the bidder fails to comply with **Payment Terms** as per Clause No. 7 of Section IV: Conditions of Contract (COC).

(c) The bid shall be rejected if the bidder fails to comply with **Performance Security** as per Clause No. 4 of Section IV: Conditions of Contract (COC).

(d) The bid shall be rejected if the bidder fails to comply with **Taxes and Duties** as per Clause No. 11 of Section IV: Conditions of Contract.

(e) Bid with any deviation in the **major clauses** marked with asterisk (*****), shall be rejected.

Part E

Technical Compliance Statement

In order to assist the evaluation process, the bidders shall mention the relevant Clause No., Page No., Chapter/ Section/ Volume of the offered bid document and/ or the brochure and catalogue, wherever applicable, for the purpose of verification of their technical compliance statement.

End of Section II: Important Notice to Bidders (INB)

Section III:
Instructions To Bidders (ITB)

Section III: Instructions to Bidders (ITB)

1. **Cost of Bidding**

The Bidder shall bear all cost associated with the preparation and submission of its bid, and Nepal Telecom will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. **Bidding Document**

2.1 The goods/ services required, bidding procedures and conditions of contract are prescribed in the bidding documents. In addition to the *Invitation for Bids*, the bidding document shall include:
(a) Instruction to Bidders (ITB)
(b) Conditions of Contract (COC)
(c) Schedule of Requirements (SOR)
(d) Technical Specifications
(e) Bid Form and Price Schedule
(f) Bid Security Form
(g) Contract Form
(h) Performance Security Form
(i) Manufacturer's Authorization Letter (if applicable)
(j) Addendum/Clarifications issued in accordance with Clause No. 3, if any.

The Bidder is required to examine all instructions, commercial terms and conditions, forms, technical specifications, schedule of requirements etc. as included in the bidding document. Failure to furnish all information as required by the bidding documents or submission of an incomplete and/ or partially quoted bid will remain at the bidder's risk and may result in the rejection of its bid.

The bidder shall be duly authorized by the producer or manufacturer of the goods to supply the goods in Nepal, in case the bidder did not manufacture or otherwise produce it.

3. **Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify the Nepal Telecom in writing at the mailing address indicated in the invitation for bids. The Nepal Telecom will respond in writing to any request for clarification of the bidding documents received not later than **fifteen (15) days** prior to the deadline for the submission of bids. Written copies of the Nepal Telecom's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective bidders who have purchased the bidding document.

4. **Amendment of Bidding Document**

4.1 Nepal Telecom, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may issue clarification and corrections seven (7) days prior to the deadline for the submission of bids.

4.2 Such clarifications and corrections will be notified in writing to all prospective bidders who have purchased the bidding documents. Inclusion of such clarification and corrections will be binding on them.

4.3 In order to provide bidders reasonable time in which to take the amendment into account in preparing their bids, the Nepal Telecom may at its discretion extend the deadline for submission of bids.

5. **Composition of Bid Document**

The bid documents shall comprise documents and forms duly filled with date and signed by Authorized Person as mentioned in the Section II: '**Important Notice to Bidders'**.

5.1 **Submission of the following documents and forms along with bid document are mandatory, without which, the bid shall be rejected.**

(a) **Bid Form** (Sample form No. – 1) in accordance with Section V: Sample Forms; duly filled with date and signed by Authorized Person.

(b) **Bid Security** furnished in accordance with Clause No. 7 of Section III: Instructions to Bidders (ITB) and the **Bid Security Form** (Sample form No. – 2) duly filled with date and signed by authorized Person.

(c) **Price Schedule** in accordance with Section VII and Clause No. 6 of Section III: Instructions to Bidders (ITB) duly filled with date and signed by authorized person.

(d) **Manufacturer's Authorization Letter** (as per Sample form No. – 3 of Section V) if the bidder is not a manufacturer of the offered goods/ items. If the Bidder is a manufacturer of the offered goods, necessary document that proves the Bidder being a manufacturer of the offered goods. (Please refer to Clause No. - d: Part-B of Section II: Important Notice to Bidders)

(e) The **Power of Attorney** and **Signature specimen** of the Authorized Person in a separate sheet shall be submitted along with the Bid. (Please refer to Clause No. e of Part-B of Section II: Important Notice to Bidders.)

(f) Copy of the **receipt** for the purchasing of the Bid Document obtained from the Nepal Telecom.

(g) A **clause by clause comments** on Conditions of Contract and Technical Specification. (Please refer to Clause No. a. of Part-A and Part-E of Section II: Important Notice to Bidders.)

(h) **Bidders Eligibility**, **Equipment Field Proven-ness** and **Supply records** of the offered or higher range *Diesel Generating Set*. (Please refer to Clause No. d of Part A of Section II: Important Notice to Bidders)

(i) **All pages** containing Conditions of Contract and Technical Compliance Statement shall be signed by the Bidder and the consortium members (Authorized Person) and stamped with official seal.

(j) ***Quality Assurance Certificate ISO 9000*** Series certificate as per clause no. e of Part-A of Section II.

(k) Letter stating that the bidder and manufacturer of offered goods are not charged of blacklist or ineligibility for corrupt and fraudulent practices by Government of Nepal.

(l) Letter stating that the bidder and manufacturer of offered goods are not having and not plan to have ownership with competitors of Nepal Telecom in Nepal until the completion of all the contractual obligations.

5.2 The Bidder shall submit the above documents from (a) to (e) in **3rd envelope** sealed and marked as **"Document for bid Opening"** and remaining documents from (f) to (l) shall be enclosed in **1st envelope "Original"** and **2nd envelope "Copy"** as mentioned in Clause No – 9: of Section III : Instructions to Bidders.

5.3 **Compliance Statements to Commercial and Technical Requirement**

5.3.1 In the offer, the Bidder shall include clause by clause statement and sufficient documentation such that the Nepal Telecom can validate the compliance statements. In the statement of compliance, the bidder shall state:-

(a) "Fully Compliant", if systems and functions offered fully meets the tender requirement.

(b) "Partially Compliant", if the systems and functions offered meets the requirement partially. The bidder shall state the reason why the offer is partially compliant. However, if the bidder is able

to fulfill the specified requirement later, the time schedule for this shall be stated. In such cases, the bidder shall clearly mention the extent to which other requirements or specifications are affected.

(c) **"Non Compliant"**, if the systems and functions cannot meet the requirements. The bidder shall also state reasons for it.

(d) Compliance statements such as '**Agreed**', '**Noted**', '**OK**', **Tick mark**, **Do** (") and '**Understood**' etc. shall not be acceptable and shall be considered **"Non Compliant"**

Bidders shall mention, along with the compliance statement, the relevant *Clause No., Page No., Chapter/ Section/ Volume* of the offered bid document and/ or the brochure and catalogue, wherever applicable, for the purpose of verification of their commercial and technical compliance statement.

5.3.2 In case of **absence** or **unclear statements** of compliance for any specified requirement, Nepal Telecom will interpret that particular requirement as being "***Non Compliant*** ".

5.3.3 If the bidder has stated ***'fully compliant'*** against technical clauses with comments resulting in material deviation, such statement shall be considered as "***Non Compliant*** ".

5.3.4 If the bidder has stated partially or non compliant to some of the clauses, the successful bidder shall provision for all such requirements and make the bid fully compliant to all Nepal Telecom requirements at the time of signing of contract.

6. **<u>Bid Price and Bid Currency</u>**

The bidder shall quote the unit prices and total bid prices of the goods and services it proposes to supply under the contract on the price schedule attached to this document.

6.1 The Bidder from Nepal shall quote the price in Nepalese currency on CIP Final Destination as mentioned in Section VII: Price Schedule and payments will be made accordingly. This price shall be inclusive of taxes/duties such as VAT, Custom Duties etc. applicable in Nepal. Such Bidder must submit up to date firm/ company registration certificate and tax clearance certificate from Government of Nepal.

6.2 The bidder from outside Nepal shall quote CIF Customs Entry Point Price and Inland Delivery Cost to Final Destination:

(a) Bidder shall quote for goods in US$ or EURO on CIF Customs Entry Point basis. The prices shall be exclusive of taxes/duties such as VAT, Custom Duties etc. applicable in Nepal.

(b) Bidder shall quote in Nepalese Rupees for the Inland Transportation Cost from Customs Entry Point to Final Destination, inclusive of VAT applicable in Nepal.

For this purpose, **"Customs Entry Point"** means Tribhuvan International Airport (TIA), India/ Nepal border of Jogbani/ Biratnagar, Raxaul/ Birgunj, Sunauli/ Bhairahawa, Rupaidiya/ Nepalgunj, Gaurifanta/ Dhangadhi and China/ Nepal border of Zhangmu (Khasa)/ Tatopani.

6.3 All the prices of services including inland transportation cost shall be inclusive of taxes/ duties such as VAT, Custom Duties etc. applicable in Nepal. Bidder shall submit VAT Registration Certificate from Nepal Government.

The bidder may authorize any other service provider (Manufacturer/ Subsidiary/ Local Partner/ Local Agent/ Consortium Member) to provide the service in Nepal. However, such other service provider (Manufacturer/ Subsidiary/ Local Partner/ Local agent/ Consortium Member) shall submit VAT Registration Certificate from Nepal Government at the time of signing of the contract.

The Bidder may quote in US$ or EURO for services rendered outside Nepal. In such a case, price shall be exclusive of VAT.

6.4 The Bidder shall be responsible to pay withholding tax (**TDS – *Tax Deduction at Source***) as per the Income tax law of Government of Nepal applicable at the time of the payment.

6.5 The Bidder from outside Nepal, if wishes to supply goods and services with Nepal as country of origin or wishes to quote in Nepalese Currency fully or partially, shall quote in Nepalese Currency. This price shall be inclusive of taxes/duties such as VAT, Custom Duties etc. applicable in Nepal. Such Bidder shall submit Tax Invoice with VAT number.

6.6 If the Supplier who has quoted the price in foreign currency wishes to receive the payment in Nepalese currency, the exchange rate applicable for such conversion shall be as per the exchange rate of the Bid Opening Date.

6.7 In case of Nepalese bidder bidding on behalf of a Principal Manufacturer/ Bidder (other than Nepalese), the Nepalese Bidder:

(i) shall furnish authenticated document showing the Bidder (Nepalese Company) has been authorized to submit a Bid, and subsequently negotiate and sign the contract.
(ii) shall quote the prices as stated in clause nos.- 6.1 to 6.5 of Section III: Instructions To Bidders (ITB).
(iii) shall submit **Power of Attorney** to submit and sign the Bid Offer (if applicable).
(iv) the Nepalese Bidder furnishing the Bid Security on behalf of the Principle Manufacturer/Bidder shall preferably state the Bidder's name as "M/S____ (Name of Bidder) bidding on behalf of M/S_____ (Name of Principal Manufacturer/ Bidder)". The name and address of principal company must be mentioned in the bid and the payments will be made accordingly to the principal company or the foreign company (not to the Nepalese Company).
(v) Nepal Telecom shall open L/C in the name of Principle Manufacturer/Bidder and payment shall be made to the Principal Manufacturer/Bidder only after deducting TDS (Tax Deduction at Source) applicable at the time of payment as per Income Tax law of Nepal.

6.8 The prices shall be fixed and will not be subjected to any variation.

Any bid not submitted as per the Clause No. - 6.1 – 6.8 shall be rejected.

6.9 The **unit price** of all goods, services and inland transportation (if Applicable) shall be quoted in Section VII: **"Price Schedule"** in the column related to price (Unit and Total Price). Except monetary value, Bidder shall not quote any other text such as "***Included Above***", "***Not Applicable***", "***Not Available***", "***Free of Cost***" etc.

6.10 In case, the bidder wishes to offer any sort of discount on goods, services, inland delivery, such letter of discount applicable to the main offer shall be attached to the 3rd envelope "Document for bid opening". The offered discount will not be considered for evaluation of bid if such letter is not attached with bid opening document. Any sort of condition for discount shall not be entertained but such discount shall be proportionately absorbed in the unit price of all the goods, services and inland delivery at the time of contract and shall remain valid and applicable in all subsequent purchases on later dates as mentioned in clause no 6.11 of this section. The offered discount shall also be used for the evaluation and loading/Adjustment purpose. The discount letter attached in the 1st Envelope "Original" and 2nd Envelope "Copy" shall not be considered.

6.11 The quoted unit prices shall remain valid until two (2) years from the date of completion of **Warranty Period** as mentioned in the Clause No. 6 of Section IV: COC and applicable in all subsequent purchases on later dates within or after the warranty period.

6.12 Unit Prices of the offered goods, services and inland transportation in all lots, phases and packages shall be same.

6.13 The terms FOB, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. However, the risk shall be covered as per Clause No. 14 of Section IV: COC.

6.14 **Bidder shall not quote goods, services, inland delivery in Free of Cost (FOC) basis.**

In case, Bidder quotes a Free of Cost items, the quoted unit price of the FOC item shall be used for the subsequent purchase to be made as per the clause no. 6.12 of Section III: ITB provided that the quoted Unit Price is lowest among all the responsive bidders.

If the quoted unit price of the FOC item quoted by the bidder is not lowest among all the responsive bidders or if the unit price for FOC item is not quoted at all, then lowest unit price among other responsive bidders shall be considered as unit price of the FOC item and shall be used for the subsequent purchase to be made as per clause no. 6.11 of Section III: ITB.

7. Bid Security

Pursuant to clause No. - 4 of Section I, the bidder shall furnish, as part of its bid, Bid Security of **NRs. 3,723,000.00** (Nepalese Rupees: Three Million Seven Hundred Twenty Three Thousand only) or **US$ 42,650** (US Dollars: Forty Two Thousand Six Hundred Fifty only) or **Euro 32,650.00** (Euro: Thirty Two Thousand Six Hundred Fifty only).

7.1 The bid security must be furnished or counter guaranteed by one of the Nepalese Commercial Banks as mentioned in **Annex-I**.

If bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Bank and submit the receipt of the deposited amount of cash along with the bid. The bank details and account number shall be provided to Bidder upon request.

7.2 **Bid Security shall remain valid up to July 19, 2013** and the Bidder shall extend the Bid Security validity period as per Nepal Telecom's request.

7.3 **Any bid not secured in accordance with clause Nos. 7.1 and 7.2 shall be rejected.**

7.4 The bid security is required to protect the Nepal Telecom against the risk of bidder's non-performance.

7.5 The Bid Securities of all the bidders will be discharged upon signing of the Contract and after furnishing the Performance Security by the Successful Bidder, pursuant to Clause No. – 4 of Section IV: Conditions of Contract (COC).

7.6 The bid security shall be forfeited:

(a) if a Bidder withdraws or requested to modify its Bid after the deadline of bid submission and before the expiry of bid validity specified by the Bidder on the Bid Form; or

(b) if the Bidder does not accept the corrected bid price as per arithmetical error correction performed during financial evaluation; or

(c) if the Bidder's response to the clarification sought by Nepal Telecom as per Clause No. 17.6 of Section III: ITB, constitutes change in price and substance of the Bid; or

(d) if the Bidder carry out or cause to carry out the acts mentioned in Clause No. 24 of Section III: ITB with an intention to influence the implementation of the procurement process or the procurement agreement; or

(e) If the Bidder, having been notified of the acceptance of its' bid by the Nepal Telecom during the period of bid validity, either fails or refuses to sign the contract agreement within fifteen (15) days from the date of issuance of letter of Acceptance (LOA); or fails or refuses to furnish the Performance Security in accordance with clause No. - 4 of Section IV: Conditions of Contract; or

(f) If the bidder fails to extend the bid validity period as requested by Nepal Telecom as mentioned in clause 8.2 of this section.

7.7 If due to certain reasons, bid submission date is extended, the validity of the Bid Security shall be extended accordingly without which bid shall be rejected.

8. Period of Validity of Bids

8.1 Bids shall remain valid up to **120 days from Bid opening date.**

Bids, not valid for 120 days from Bid opening date, shall be rejected.

8.2 In exceptional circumstances, the Nepal Telecom may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under Clause No. - 7 of Section III: ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. However, the bidder shall extend the bid validity and Bid security as per Nepal Telecom's request if LOI as per clause 17.7.3 of this section has already been issued by the Nepal Telecom during the period of bid validity. A Bidder granting the request will not be required nor permitted to modify its bid.

8.3 **If due to certain reasons, bid submission date is extended the validity of the bid shall be extended accordingly without which bid shall be rejected.**

9. Formats, Sealing, Marking and Signing of Bids

9.1 The Bidders are required to submit the bids in three (3) separate envelopes each envelope sealed properly as follows:

(a) **1st envelope** with seal and marked as "**Original**", shall contain original documents as per ***Part - A*** *of Section II: Important Notice to Bidders (INB).*

(b) **2nd envelope** with seal and marked as "**Copy**", shall contain copy documents as per ***Part - A*** *of Section II: Important Notice to Bidders (INB)*.

(c) **3rd envelope** with seal and marked as "**Document for Bid Opening**", shall contain original documents as per **Part - B** of *Section II: Important Notice to Bidders*.

In the event of any discrepancy between original and copy document, the original hard copy document shall prevail.

9.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the authorized person or persons signing the bid. But, the pages containing ***conditions of contract*** and ***technical compliance statement*** shall be signed and stamped with official seal by the bidder (authorized person). Please refer to Clause No. – b: Part-A of *Section II : Important Notice to Bidders* also.

9.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the authorized person or persons signing the bid. Please refer to Clause No. - b: **Part-A** of Section II : Important Notice to Bidder also.

9.4 (i) The inner and outer envelopes shall be addressed to the Nepal Telecom at the following address:

Nepal Telecom,
(Nepal Doorsanchar Company Limited),
Material Management Department,
Bhadrakali Plaza, Kathmandu, Nepal.

Tel. No. : 977 1 4210309
Fax No. : 977 1 4227260

(ii) Bearing "**Invitation for Bids Tender No. NDCL/13/069-70 for Supply, Delivery, Installation, Testing and Commissioning of *Diesel Generator Dual Set* (950KW × 2)" (**with all Accessories and the words "**Do Not Open Before Opening Date**" i.e. **February 19, 2013** and indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "**LATE**".

9.5 If the outer envelope is not sealed and marked as required by Clause No. – 9.4, the Nepal Telecom will assume no responsibility for the bid's misplacement or premature opening of the bid submitted. **The bid thus received will be rejected.**

9.6 In order to facilitate evaluation of the bid, the bidder shall provide the complete bidding documents in hard copy as well as soft copy including Price Schedule, Schedule of Requirements, Compliance Statements of both Commercial and Technical requirements, other calculations etc. **In case of discrepancy between hard copy and soft copy, hard copy shall prevail.**

10. Deadline for Submission of Bids

10.1 Bids must be received by the Nepal Telecom at the address specified under Clause No. - 9.4 (i) not later than **11: 45 a.m. on February 19, 2013**.

However, if the submission date is declared to be public holiday, the submission date will be postponed for the next working day at the said time.

10.2 **Nepal Telecom** may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents at any time prior to opening date of the Bid.

11. Modification and Withdrawal of Bids

11.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or substitution or withdrawal is received by the Purchaser prior to the deadline for submission of Bids prescribed in Clause 10 of this section.

11.2 The Bidder's modification or withdrawal notice shall be prepared, sealed and marked and dispatched in accordance with the provisions of Clause 9 and 11.1 of this section, with the outer and inner envelopes duly marked as ***"WITHDRAWAL"*** or ***"MODIFICATION"*** as appropriate.

11.3 No Bid may be withdrawn, modified after the deadline of submission of Bids.

11.4 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. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security, pursuant to the sub-clause 7.6 of this section.

12. Late Bids

Any bid received by Nepal Telecom after the date and the time of submission of bids pursuant to Clause No. - 10 of *Section III: Instructions to Bidders (ITB)* shall be rejected.

13. Opening of Bids by the Nepal Telecom

13.1 The Nepal Telecom will open bids, in the presence of bidder's representatives who choose to attend at 12:00 noon on **February 19, 2013** at the Nepal Telecom, Central Office, Bhadrakali Plaza, Room No. 201. In case, the bid opening date happens to be an official holiday, Nepal Telecom will open the bids in the following working day. The bidder representatives who are present shall sign a bid opening checklists evidencing their attendance.

13.2 First, envelopes marked **"WITHDRAWAL"** shall be opened, read out and recorded and the envelope containing the corresponding bid shall not be opened, but return to the bidder. No bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

13.3 Next, envelopes marked **"MODIFICATION"** shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out and recorded at bid opening shall be considered further.

13.4 After **"WITHDRAWAL"** and **"MODIFICATION"** have been cleared, the bid submitted via electronic media (e-submission) will be opened first. Document necessary for the bid opening (Section II: Instruction to Bidders, Part B) shall be printed.

13.5 The Bidder's names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as Nepal Telecom at its discretion, may consider appropriate will be announced at the opening.

13.6 Nepal Telecom shall prepare minutes of the bid opening.

14. Delivery and Warranty

14.1 Delivery Schedule

Delivery of all the goods shall be made to the **Nepal Telecom's** respective stores, as mentioned in Clause No. – 5 of *Section IV: Conditions of Contract (COC)* and quantity mentioned in *Section VI: Schedule of Requirement.*

If the offered delivery period is more than the period specified in clause no. 5.1 of Section IV: Conditions of Contract (COC), the price adjustment will be made by loading the bid price by one half (0.5%) percent of the total quoted price per week for the delayed period up to four (4) weeks.

Bids with deviation in delivery period, mentioned in Clause No. - 5 of Section IV: Conditions of Contract (COC), by more than four (4) weeks shall be rejected.

14.2 Warranty

The Bidder shall comply with the warranty clauses as mentioned in Clause No.– 6 of Section IV: *Conditions of Contract (COC)*.

15 Payment

Bid with any deviation in payment term as mentioned in Clause No. – 7 of Section IV: *Conditions of Contract (COC)* shall be rejected.

16 Bidder and Bidder's eligibility, equipment field proven-ness/ Qualification criteria.

16.1 **Bidder for this Tender**

The bidder for this bid shall be manufacturer of the offered *Diesel Generating Set* or *Diesel Engine* or *Alternator.* The manufacturer shall submit authentic evidence of being a manufacturer of the offered Goods. The Bidder in such a case shall meet all the requirements mentioned in the Clauses 16.2 and 16.3.

16.2 **Manufacturer's Qualification/Equipment field Proven-ness**

16.2.1 The manufacturer must have a manufacturing experience of at least ten (10) years in manufacturing of Diesel Generating Set. The bidder shall furnish the document to authenticate their manufacturing experience. In order to prove fulfillment of this requirement, the Bidder shall submit authentic documents in the form of certificate from concerned authority or user/client certificate.

16.2.2 The Manufacturer of offered Diesel Generating Sets must have supplied Diesel Generating Sets to at-least three (3) different Telecom operators (or user administrations) from at least three (3) different countries. In order to prove the fulfillment of this requirement, the Manufacturer of offered Diesel Generating Sets shall provide the necessary user certificates from the user administrations of at least three (3) different countries. The user certificates shall include all the information as mentioned in the **Annex-III.**

16.2.3 The Diesel Generating Set of the offered capacity range or higher with the Diesel Engine of the offered brand shall have been used satisfactorily for a minimum period of at least five (5) years on the date of bid opening from one of the user administration whose certificate has been provided. In

order to prove the fulfillment of this requirement, the Manufacturer of offered Diesel Generating Sets shall submit along with the bid the necessary user certificate from the user administration. The user certificate shall include all the information as mentioned in the **Annex-III.**

16.2.4 The manufacturing experience of the **diesel engine manufacturer** shall be at least ten (10) years in manufacturing those equipment. In order to prove fulfillment of this requirement, the Bidder shall submit authentic documents in the form of certificate from concerned authority or user/client certificate.

16.2.5 The manufacturing experience of the **alternator manufacturer** shall be at least ten (10) years in manufacturing those equipment. In order to prove fulfillment of this requirement, the Bidder shall submit authentic documents in the form of certificate from concerned authority or user/client certificate.

16.2.6 The Bidder/Manufacturer shall have minimum cumulative sales turnover of and above US$ 10 Million within last three years, which shall be supported by authentic documents.

16.2.7 The Bidder/Manufacturer shall provide detailed supply records of Diesel Generating Set of the offered capacity range or higher as per Annex-II.

16.3 **Bidders/Manufacturer's Eligibility**

16.3.1 Manufacturer of *Diesel Generating Set*, *diesel engine* and *alternator* shall be ISO 9001 certified.

16.3.2 The bidder shall also provide the ***Letter of Authorization*** from the **diesel engine manufacturer** stating that the *Diesel Generating Set* manufacturer is using the products from their company. This Letter of Authorization shall mention the country of origin of the offered diesel engine.

16.3.3 The Bidder/Manufacturer shall submit Satisfactory Performance certificate (SPC) in accordance with the Clause No. 28 of this section.

16.3.4 Nepalese Bidder shall submit up to date firm/Company registration certificate, Tax clearance certificate, and VAT Registration Certificate from Government of Nepal along with Bid proposal.

16.3.5 The Bidder and Manufacturer shall not be under a declaration of ineligibility for corrupt and fraudulent practices by Government of Nepal. The Bidder and Manufacturer who are black listed or are under the process of being black listed shall not be eligible to participate this bidding process. The bid offered by such Bidder and Manufacturer shall not be considered for the bid evaluation.

16.3.6 The Bidder and Manufacturer shall not be a competitor (including all the service providers licensed by Nepal Telecommunication Authority) of Nepal Telecom in Nepal. The Bidder and Manufacturer shall not have ownership with the competitors and must not have planned to have ownership until the completion of all the contractual obligations. The Bidder shall provide the declaration of not having ownership along with the Bid.

16.3.7 Bidder and Manufacturer found to be involved in fraudulent activity such as carteling in order to manipulate the bid price, submission of fake certificates and fake information may be blacklisted and Bid submitted shall be rejected.

16.4 If the Bidder submits bid on behalf of a merged company, legal document regarding the merging shall be submitted along with the bid document. The merged company shall meet the requirement of Clause No. 16.1. and 16.3. However, the eligibility of separate companies in such cases will be combined for the purpose of verifying the Bidder's Qualification criteria as mentioned in Clause No. 16.2 of this section. Bid submitted on behalf of amalgamated/acquired companies having independent legal status will be treated separately and shall meet the all the requirements mentioned in Clause No. 16.1, 16.2 and 16.3 of this section individually.

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

In case of joint venture, consortium or association, at least one member shall meet all the requirements as mentioned above in Clause No. 16.1, 16.2 and 16.3 of this section and remaining members shall meet at least the requirement of clause 16.3. Joint venture, consortium or association has to submit bid security issued in the name of all the partners of such a joint venture, consortium or association.

16.6 In case Bidder is global company (Parent/Holding/Branch/Subsidiary Company), the bidder shall individually meet all the requirements as mentioned above in the clause 16.1, 16.2 and 16.3 of this section.

However, the eligibilities of the Bidder (branch/subsidiary company) and eligibilities of Bidder's Parent/Holding companies will also be combined for the purpose of verifying the eligibility criteria as mentioned in Clause No. 16.2 of this section, provided the bidder (Branch and Subsidiary), Parent and Holding companies individually meet the requirements of Clause No. 16.1. and 16.3. In such a case the Bid must be fully supported by the Head Quarter (Parent/Holding Company). A letter from the Head Quarter (Parent/Holding Company) shall be submitted along with the bid stating the following:

a) full guarantee and warranty for the product,
b) Authorization to the branch/subsidiary whose product is being offered to submit and sign the bid,
c) Head Quarter (Parent/Holding Company) shall be equally responsible to fulfill all the obligations under the Contract to execute the Contract successfully,
d) Company Structure showing the relationship between Parent/Holding/Branch/Subsidiary Companies

16.7 **Manufacturer Authorization**

In pursuant to clause no. 16.1, the Bidder shall submit Manufacturer's Authorization Letter (as per Section V: Sample Form No. - 3 **"Manufacturer's Authorization Letter"** enclosed in the bid document) from the manufacturer of offered *Diesel generating set*.

If the bidder itself claims to be the manufacturer of the offered *Diesel generating set* such bidder shall provide the proof of being the manufacturer and need not provide the authorization for the offered goods it manufactures.

If the bidder is not the manufacturer of the offered *Diesel generating set*, non-submission of Manufacturer's Authorization Letter(s) from the Manufacturer(s) shall result in rejection of the bid.

***Any bid not submitted as per the above sub-clauses of Clause No. – 16 of this section shall be rejected*.**

17 Bid Evaluation and Award Criteria

17.1 In case a bidder offers one or more alternate or optional offer(s) in addition to the main offer, the Nepal Telecom will consider only the main offer for evaluation purpose, and under no circumstances, evaluation will be influenced by anything mentioned in alternate or optional offer(s).

However, based on cost-benefit and/ or technical analysis, Nepal Telecom, if deemed necessary, may consider alternate or optional offer(s) during the signing of contract with the successful bidder.

17.2 Preliminary Examination

17.2.1 Preliminary Examination of the Bids shall be done in accordance with Clause No. 5.1 of Section III: ITB. Nepal Telecom will examine the bids to verify whether the bid is valid and complete, whether the bid is accompanied by valid bid securities, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

17.2.2 Nepal Telecom may waive any minor informality, nonconformity, or irregularity in a bid, which does not constitute a major material and quality deviation and **without which the purpose of bidding will be fulfilled**, provided such waiver does not prejudice or affect the relative ranking of any bidder but bids with any deviations to the clauses marked with asterisk (*) shall be considered as major deviations and the bid with such major deviations shall be rejected.

17.2.3 Prior to the detailed evaluation, Nepal Telecom will determine the substantial responsiveness of each bid to certain critical provisions stipulated in the Nepal Telecom tender document. For the purpose of this clause, a substantially responsive bid is the one, which conforms to all the terms and conditions of the bidding documents without major material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning **Bid Security, Payment Terms, Applicable Law** and **Taxes and Duties** and **the technical requirements marked with asterisk (*)** will be deemed to be major deviations as mentioned in Clause No. – e of Part – D of Section II: INB.

Nepal Telecom's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to any extrinsic evidence.

17.2.4 If a bid has one or more major deviations, it will be rejected by the Nepal Telecom and will not substantially be made responsive by the bidder by correction of the nonconformity.

17.3 Detailed Technical Evaluation

17.3.1 Detailed Technical evaluation shall be carried out for those bids, which are found to be responsive after preliminary examination as per above clause 17.2. Detailed Technical evaluation shall be based on clause by clause compliance statements or comments on Technical Specifications as well as technical details, catalogues, brochures etc. furnished by each bidder.

17.3.2 If a bid has one or more major deviations, it will be rejected by the Nepal Telecom and will not substantially be made responsive by the bidder by correction of the nonconformity.

17.3.3 Further, if there are many minor deviations to the bid, and if one or more of such items constitute major material deviation or affect the required purpose of module/sub module, such bid shall be rejected by the Nepal Telecom and will not substantially be made responsive by the bidder by correction of the nonconformity.

17.4 Detail Commercial Evaluation

17.4.1 Detailed Commercial Evaluation shall be carried out for those bids, which are found to be responsive after Detail Technical Evaluation as per above clause 17.3. The detail commercial evaluation shall be carried out in accordance with the Section IV: COC.

17.4.2 If a bid has one or more major deviations, it will be rejected by the Nepal Telecom and will not substantially be made responsive by the bidder by correction of the nonconformity.

17.4.3 Further, if there are many minor deviations to the bid, and if one or more of such items constitute major material deviation, such bid shall be rejected by the Nepal Telecom and will not substantially be made responsive by the bidder by correction of the nonconformity.

17.5 **Detail Financial Evaluation**

17.5.1 Once the bids are considered substantially responsive after detailed Technical and Commercial evaluation, all those responsive bids shall be judged from Financial Evaluation perspective only and no weight-age shall be given to other technical details or parameters or additional features and facilities of the offered products.

17.5.2 For the Financial Evaluation the following factors shall be taken into consideration for evaluation purpose:

17.5.2.1 **Arithmetical errors**

Arithmetical errors will be rectified on the following basis:

17.5.2.1.1 **Discrepancy between the Unit Price and the Total Price**
If there is a discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price will be corrected.

17.5.2.1.2 **Error in Calculation Total Price**
If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

17.5.2.1.3 If there is a discrepancy between words and figures, the amount in words will prevail.

17.5.2.1.4 While performing error corrections as mentioned above in Clause No. 17.5.2.1, the Quoted Bid Price may changed. Therefore, the Total Bid Price obtained after the Arithmetical Error Correction shall be considered as a Corrected Bid price.

17.5.2.2 **Offered Quantity**
If the offered quantity/items are not sufficient to meet the Nepal Telecom's requirement and if the some of the quantity/items are omitted, but they don't constitute material deviation as per clause 17.3.2 and 17.3.3, such quantity/items will be added as per the following sub clauses to fulfill the requirement.

17.5.2.2.1 **Under-Dimensioned (Short) Items**
If the offered quantity is not sufficient to meet the Nepal Telecom's requirement, required quantity will be loaded to fulfill the requirement and price will be adjusted accordingly taking into consideration the offered unit price of the same bidder.

17.5.2.2.2 **Missing (Omission) Items**
If some required items of **SOP** and **BOQ** are missing in the offer, then the **average price of all responsive bidders for such missing item(s)** will be considered for evaluation purpose and loaded to bring all bidders in equal footing.

17.5.2.2.3 **Absence of Unit Price and Total Price of the Particular Item**
If the unit price and the total price of the same item are not quoted, the average price of **all responsive bidders for such missing item(s)** will be considered for evaluation purpose and loaded to bring all bidders in equal footing.

However, in all the cases mentioned above in Clause No. 17.5.2.2, the Bidder shall provide all the missing/short items mentioned above free of cost to Nepal Telecom if the bidder happens to be a successful bidder.

17.5.2.2.4 ***If major items, without which the purpose of bidding will not be fulfilled, are missing, the bid shall be considered non-responsive and shall be rejected.***

17.5.2.3 **Delivery Period**

If the offered delivery period is more than the period specified in clause no. 5.1 of *Section IV: Conditions of Contract*, the price adjustment will be made by loading the bid price by one half (0.5%) percent of the total quoted price per week for the delayed period up to four (4) weeks. The loading of the bid price will be done for evaluation purpose only. **Bids with deviation in delivery period by more than four (4) weeks will be rejected.**

17.5.2.4 Deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid are considered as minor deviation. The cost of such minor deviation shall be calculated to the extent possible and shall be included while evaluating bid.

17.5.2.5 **Unit Price**

17.5.2.5.1 ***Discrepancy in Unit Price in Lots and Phases***

Unit Prices of the offered goods, services and inland transportation in all lots shall be same. In case of discrepancies in the Unit prices, the quoted unit price in respective lots shall be used for evaluation. However, lowest Unit Price among all shall be considered for all lots for the calculation and preparation of final Contract Price if the bidder happens to be the Successful Bidder.

17.5.2.5.2 **Unit Price of Missing Items**

In case of missing (omission) items (Clause No. 17.5.2.2.2) and missing unit and total price (Clause No. 17.5.2.2.3), unit price of such items shall be finalized at the time of signing of contract without exceeding the average price of the same item of the responsive bidders.

17.5.2.6 If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited. Nepal Telecom reserves the rights to award the tender to the next lowest bidder or may go for re-tender whichever is convenient.

17.5.2.7 If the loading amount after performing the loading as per Clauses 17.5.2.2, 17.5.2.3 and 17.5.2.4 of this Section exceed 15% of the Corrected Bid Price, the bid shall be considered as non responsive and not considered for evaluation.

17.5.3 Financial comparison shall be based on evaluated Price obtained after Financial Evaluation. For the financial purpose, all the evaluated prices quoted in foreign currencies shall be converted into Nepalese currency by applying conversion rate of bid opening date. The evaluated prices shall be calculated considering the all the required custom and duties as per clause No. 6 of Section III: ITB.

17.6 **Clarification of Bids**

To assist in the examination, evaluation and comparison of Bids, Nepal Telecom may ask the Bidder for a clarification*/Additional Information/Proof of Authenticity of the submitted document*. The request for clarification and the response to it shall be in writing, and no change in the prices and substance of the Bid shall be sought, offered, or permitted.

If the Bidder fails to submit the requested clarification/Additional Information/Proof of Authenticity of the submitted document within a stipulated time, the clause for which the request is sought is considered to be non compliant.

17.7 **Contract Award**

17.7.1 Based on the evaluation as per the Clauses No. 17.2, 17.3, 17.4, 17.5 and 17.6, the responsive Bidder with lowest evaluated price shall be determined as successful Bidder.

17.7.2 A financial evaluation shall be done as per Clause No. – 17.5, total evaluated price may differ from the price quoted by the bidder in its price schedule. Financial comparison shall be based on **"Evaluated Price"** and not "Offered Price". However, the final total contract price shall be finalized at the time of signing of contract with the successful bidder without exceeding the Corrected Bid Price.

17.7.3 The Nepal Telecom shall issue a **Letter of Intent (LOI)** to notify the concerned Bidders whose bid has been selected in accordance with ITB 17.7.1, in writing that the Nepal Telecom has intention to accept his/her bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.

17.7.4 If no bidder submits an application for review within a period of seven (7) days of the notice provided under ITB 17.7.3, Nepal Telecom shall, accept the bids selected in accordance with ITB 17.7.1 and will subsequently issue a **Letter of Acceptance (LOA)** to furnish the performance security and to sign the contract between the bidder and the Nepal Telecom.

17.7.5 Within Fifteen (15) days of the receipt of notification of award from Nepal Telecom, the successful Bidder shall send it's authorized representative (including consortium member's representatives if applicable) for signing the contract. At the time of signing the contract, bidder shall furnish the performance security in accordance with the conditions of Contract using Sample Form as per Sample Form No. – 4 of Section V of tender document. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the period stipulated above in this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event Nepal Telecom may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive. The process shall be repeated according to ITB 17.7.3.

18 Nepal Telecom's Right to accept or reject any or all Bids

Notwithstanding Clause No.– 17, the Nepal Telecom reserves the right to accept or reject partially or fully any bid, or award one or more than one bidders not exceeding the price of the Successful Bidder 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, or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Nepal Telecom's action.

19 Nepal Telecom's Right to vary Quantities

The Nepal Telecom reserves the right at the time of award of contract to increase or decrease by up to twenty percent (20%) of the quantity of goods and services specified in the Schedule of Requirement without any change in unit price or other terms and conditions.

20 Signing of Contract

After the receipt of the **Letter of Acceptance (LOA)** from Nepal Telecom, the successful bidder shall send its authorized representatives within fifteen (15) days for signing the contract. At the time of signing the contract, the Supplier shall submit a Performance Security in the form of bank guarantee for ten percent (10%) of the amount of the contract in the same currency as that of the contract or equivalent in US$.

Non-submission of performance security at the time of signing the contract may lead to the cancellation of the contract.

21 Local Agent

21.1 A foreign Bidder having a local agent should state the following:

(i) Name and address of the Agent/Representative,
(ii) The Agent/Representative providing type of services,
(iii) Amount of commission if the Agent/ Representative is entitled to get such payment and if he/she participate in the procedure of payment,
(iv) Other agreement with Agent/Representative, if any,
(v) Bidder should certify in the Letter of Authorization as follows:
"*We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief*"

If the agent has not been appointed:

(i) Source of information about tender invitation,
(ii) The remuneration given to the individual or firm/company or organization to work on his behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
(iii) Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,

(iv) If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange

21.2 If a foreign Bidder in his Bid, has not provided the information mentioned in Sub Clause 21.1 or has submitted his bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to black list such bidder.

22 **Visit for proof of compliance (PoC) during evaluation**

Nepal Telecom may send technical experts to verify the bidder's claim of compliance to experience and technical specifications.

This may be performed during the Bid evaluation of the tendering process. The supplier shall make necessary arrangement with the administration to accommodate such visit and provide necessary information and access for evaluation. The bidder shall make arrangements within fifteen (15) days of request letter from Nepal Telecom.

Nepal Telecom shall choose a large network / any other suitable sites as per the client certificates. Nepal Telecom shall conduct tests based on offered bid and Nepal Telecom's technical specifications.

Nepal Telecom may also visit manufacturer' premises during evaluation.

The cost of the visits shall be borne by Nepal Telecom and the duration shall be of 5 (five) working days. The bidder shall arrange with the operator (bidder's customer) for the tests and other demonstrations as needed and the bidder shall arrange for any test equipments required and experts to advice and assist in the tests.

23 **One Bid per Bidder**

Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one bid shall cause all the proposals with the Bidder's participation to be disqualified.

The bidder who submits bids in hard copy (manual submission) as well as through e-submission shall be treated as two separate bids by a same bidder and hence will be disqualified. However, the bidder who has submitted the bid electronically may submit the hardcopy before the bid submission dead line, only if they submit the valid official letter requesting the withdrawal of the e-submitted bid proposal along with the bid.

24 **Conduct of Bidders**

The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Instruction to Bidders and ***GoN's Procurement Act.***

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

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

25 **Blacklisting Bidders**

Without prejudice to any other rights of the Nepal Telecom under this Contract, the Public Procurement Monitoring Office (PPMO) may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

(a) if it is proved that the bidder committed acts contrary to the clause 24,
(b) if the bidder fails to sign an agreement pursuant to clause 20,
(c) if it is proved later that the bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
(d) If convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
(e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
(f) other acts mentioned in the Section III: ITB and Section IV: COC.

26 **Corrupt or Fraudulent Practices**

26.1 Government of Nepal requires that Nepal Telecom, as well as Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government of Nepal:

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

(i) ***"corrupt practice"*** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) ***"fraudulent practice"*** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the GoN, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in questions.

Furthermore, Bidders shall be aware of the provision stated in Clauses 20.1 of the Section IV: COC.

27 **Country of Origin**

All Goods and related services to be supplied under the Contract shall have their origin. For purposes of this Clause, "origin" shall be considered to be the place where the Goods are mined, grown, produced or from which the Services are provided. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

28 **Satisfactory Performance Certificate (SPC)**

The Bidder/Manufacturer who already supplied offered equipments under any contract to Nepal Telecom within last five (5) years, must furnish the Satisfactory Performance Certificate (SPC) issued by the Central Office of Nepal Telecom along with the Bid proposal or within three (3) weeks from the date of bid opening. **Not Submitting the SPC shall be treated as non-compliance and the bid shall not be included for evaluation**.

Bidder shall provide the list of the already supplied equipment.

29 **Nepal Telecom's right to verify the Authenticity of the submitted documents**

Bidder shall submit original certificates with the letter head of the issuing authority duly signed with date by the authorized person, stamped with official seal and with name, designation of the signatory in the letter regarding Bidder's/Manufacturer's experience and field proven-ness as mentioned as and where in this tender document.

If Bidders submits the copy document, the copy document shall be attested by Notary Public/ concerned Embassy in Nepal. Attestation shall be in English Language. All the documents written in the language other than English language shall be followed by English translations. Translation shall be done by authorized institution/Agency/ Concerned Embassy in Nepal

Nepal Telecom reserves the right to verify the authenticity of the certificates and satisfactory operation of the equipment supplied by the bidder in other administrations. The bidder shall provide the name with his/her designation, Company, email, telephone number and fax number of the contact persons of operators and/or the concerned authority, issuing the certificates in order for Nepal Telecom to verify the authenticity or seek clarification of the submitted certificates if necessary. The bidder shall bear the responsibility of providing response from the concerned authority if verification of submitted certificate is required. If there is no response from the mentioned contact person and if the information mentioned in the certificate is found to be not true, the certificate shall be considered invalid.

End of Section III: Instructions to Bidders (ITB)