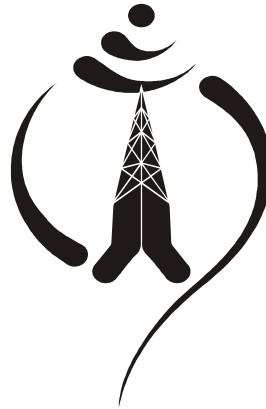




Nepal Doorsanchar Company Limited



(Nepal Telecom)

Request for Proposal

RFP No. NDCL/VAS-01/073-74

For

Airtime Credit Solution to Nepal Telecom's mobile customer on Managed Service Basis

September, 2016

Office of the Chief Commercial Officer
Central Office, P.O.Box 5460
Doorsanchar Bhawan, Bhadrakali Plaza
Website: <http://www.ntc.net.np>

TEL : 977-1-4210204
FAX : 977-1-4210243
Kathmandu, Nepal.



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Abbreviations and Acronyms

CCO	Chief Commercial Officer
COC	Conditions of Contract
FC	Fully Compliant
GoN	Government Of Nepal
INSP	Important Notice to Service Providers
ITSP	Instructions To Service Providers
LOA	Letter of Acceptance
LOI	Letter of Intent
NT	Nepal Telecom
NC	Not Compliant
PC	Partially Compliant
PO	Purchase Order
PoC	Proof of Compliance
PPMO.....	Public Procurement Monitoring Office
SLA.....	Service Level agreement
SOR	Schedules of Requirements
TDS	Tax Deduction at Source
VAT	Value Added Tax
SP	Service Provider
ISD	International Service Directorate



Glossary of Terms Used in this Document

Service Provider: Service Provider is an entity who submits the RFP document under this RFP and provides the service as mentioned in the RFP Document.

Blacklisting: It is enlisting or including the name of a person, firm, 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 RFP process.

Percentage of commission expected: The percentage of commission expected that the Service Provider wishes to quote to Nepal Telecom.

Contract: The Contract means the agreement entered into between the Nepal Telecom and the Service Provider, 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 implement the service through contract agreement signed with a successful Service Provider. 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 percentage of commission of Airtime Credit included in the contract which will be payable to the Service Provider 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 Service Provider in accordance with the terms and conditions set forth in the contract.

Corrected Percentage: Percentage of commission obtained after the arithmetical error corrections.

Service Delivery: The delivery of service in accordance with the terms and conditions set forth in the contract.

Day: The calendar day.

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, Software and associated services), which the Service Provider is required to purchase through import or local to deliver the services 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 Proposal”

“... without which the Proposal shall be rejected”

“... deviation on which shall lead to rejection of the Proposal”

“...shall be rejected”

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

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

Service Provider: The Supplier means the individual or firm supplying the goods and services under this contract;

Successful Proposal: The Proposal that substantially complies with the technical, commercial and financial requirements of the RFP and determined to be the lowest percentage commission proposer.

Services: The Services are the Credit services for Nepal Telecom Subscribers under Managed Services.

Fully Compliant (FC): If the offer of Service Provider fully meets the RFP requirement.

Partially Compliant (PC): If the offer of Service Provider meets the requirement partially. The Service Provider shall state the reason why the offer is partially compliant. However, if the Service Provider is able to fulfill the specified requirement later, the time schedule for this shall be stated. In such cases, the Service Provider shall clearly mention the extent to which other requirements or specifications are affected.

Non Compliant (NC): If the offer of Service Provider cannot meet the requirements. The Service Provider shall also state reasons for it.

End of Abbreviations and Glossary



Section I: Invitation for Proposals (IFP)



Section I: Invitation for Proposals (IFP)

Date: Sep ..., 2016

RFP No: NDCL/VAS-01/073-74

2. Objective and Scope of Work

Nepal Telecom (NT) intends to hire an appropriate service provider for credit air time solution to NT mobile customers, who will install, integrate, implement and operate in NT network under a managed services business. Airtime Credit solution allows a customer to receive airtime on credit to continue a call/session and pay later. Continuation of call/session eventhough the subscriber runs out of balance will ensure the revenue and this will also ensure general increase in ARPU, increase in customer loyalty and decreased churn. There will be no credit risk as the service provider bear all that risk

Subject to overall supervision and control by Nepal Telecom, The scope of services to be provided by the service provider shall include as following:

- The service provider shall supply, Install, integrate, implement and operate Airtime Credit system in NT network under a managed services business
- For enabling the service, the service provider shall undertake to supply all hardware and software including equipment, installation material, interfacing units, mounting racks etc., which shall be necessary for a complete functioning entity. This whole entity shall be installed by the service provider in the NT premises

Service Provider shall quote the percentage of commission it wishes to receive from Nepal Telecom for the above mentioned services. The commission will be calculated in percentage basis on total amount of advances to the customer. For detail of scope and services please refer to Section VII of RFP Document.

To full fill above mentioned purpose Nepal Telecom invites Proposal proposals from **NATIONAL FIRMS/COMPNAY** for the RFP No. NDCL/VAS-01/73-74 for "Airtime Credit Services for Nepal Telecom Subscribers under Managed Service on commission basis".

The Service Providers, who meets the eligibility, qualification and experience criteria mentioned under the Clause No 16 of Section III: Instructions to Service Providers can participate in this RFP invitation.

Therefore, before purchasing the RFP Document, Service Providers are requested to read carefully Section I to Section III of this RFP Document (especially Clause No. 16 of Section III "Service Provider's eligibility and qualification criteria").

3. Interested Service Providers may obtain further information from the office of: Nepal Telecom (Nepal Doorsanchar Company Limited), Office of Chief Commercial Officer, Central Office, Bhadrakali Plaza, Kathmandu, Nepal.

Tel. No. : 977 1 4210204

Fax No. : 977 1 4210243

Website: <http://www.ntc.net.np> or <http://eproc.ntc.net.np>



4. A complete set of RFP documents may be purchased by any interested Service Provider 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 **NPR. 15,000** (Nepalese Rupees: Fifteen Thousand Only).
5. The Service Provider shall procure the RFP document by themselves or a person authorized by Service Provider from the office mentioned in Clause No. 2 of this section and shall use the same RFP document for the preparation of the proposal (Please refer to Sample no 11 of Section 5). The proposal from the Service Provider without procuring the RFP document by itself (or a person authorized by Service Provider) from the office mentioned above shall not be accepted. Service Provider shall submit copy of the receipt for the purchasing of the Proposal Document obtained from the Nepal Telecom. The Service Provider shall submit along with the Proposal the original RFP Document purchased from Nepal Telecom with duly filled compliance statement on each and every clauses of Section IV and Section VII. The submitted original RFP document shall be sealed with official seal of Service Provider and signed by authorized person on each and every page.

If interested Service Provider wishes to collect the document by courier service, additional NRs.6000 (Nepalese Rupees: Six thousand only) will be charged to the Service Provider.

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

Currency	For NPR
Name of Bank:	Standard Chartered Bank Nepal Limited,
A/C No.:	02041562601

6. RFP 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 Proposal preparation and for the easiness of Proposal evaluation only.** In case of discrepancy between the two, the hard copy shall prevail.

7. E-Submission

- 7.1 For **e-submission**, RFP documents will be available in Nepal Telecom e-procurement portal (PDF Format). The Service Providers may submit their Proposal through **e-submission** which is available in Nepal Telecom e-procurement portal i.e. <http://eproc.ntc.net.np>.
- 7.2 For e-submission, Service Provider has to register in Nepal Telecom e-procurement portal. The registered Service Provider has to procure the RFP document and prepare the entire proposal in traditional way with sign and seal. The Service Provider has to scan all the documents as mentioned in **Part-B of Section II** 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>.
- 7.3 The Service Provider has to submit to the address mentioned above in Clause No. 2 of this section, following three (3) envelopes within seven (7) days from the date of Proposal opening in manner as mentioned in **clause 9.4 of Section III: Instructions to Service Providers (ITB)**:
 - i. **1st envelope** with seal and marked as "**Original**", shall contain original documents as per **Part - A of Section II: Important Notice to Service Providers (INB)**.
 - ii. **2nd envelope** with seal and marked as "**Copy**", shall contain copy documents as per **Part - A of Section II: Important Notice to Service Providers (INB)**.



iii. 3rd envelope with seal and marked as "**Original Documents of e-Submitted Proposal**", shall contain original documents as per **Part - B** of *Section II: Important Notice to Service Providers*.

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

End of Section I: Invitation for Proposals (IFP)



Section II:

Important Notice to Service Providers

(INSP)



Section II: Important Notice to Service Providers **(INSP)**

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

The Service Provider who submits Proposals through e-submission shall submit to the address mentioned in the Clause No. 2 of section I, the ORIGINAL COPIES of documents under Part-A and Part-B within seven (7) days from the date of Proposal opening. Please also refer to Clause No. 9 of section III.

Part A

Service Providers are requested to study the RFP document carefully. Original and Copies of the following documents shall be included in 1st Envelope and 2nd Envelope respectively. Please refer to Clause No. 9 of Section III.

- (a) Compliance Statements (FC/PC/NC) on each and every clause on Conditions of Contract and Technical Specifications of the RFP Document purchased from Nepal Telecom including all Amendments and Clarifications issued by Nepal Telecom.
- (b) All the pages of the original RFP document purchased from Nepal Telecom including the Amendments and Clarifications issued by Nepal Telecom shall be signed by authorized person and sealed with official seal of Service Provider. The Service Provider shall submit the sealed and signed Original RFP document in 1st Envelope. Please refer to Clause No. 9 of the Section III: ITB.

All pages of the Proposal except for un-amended printed literature shall be initialed by the authorized person or persons signing the Proposal along with the official Seal of Service Provider.

- (c) Detailed technical description and the performance characteristics of the offered managed service shall be included along with the Proposal document.
- (d) Service Providers Eligibility, Field proven-ness and Supply records of the offered managed service as specified in Clause No. – 16 of Section III: Instructions to Service Providers (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 Service Provider's experience and field proven-ness of offered managed service as mentioned in the Clause No. – 16 of Section III: Instructions to Service Providers (ITB)

All the pages of the documents submitted under the Clause No. 16 of Section III shall be sealed and initialed by the person authorized to sign the proposal.

- (e) Letter stating that the Service Provider is not charged of blacklist or ineligibility for corrupt and fraudulent practices by Government of Nepal.
- (f) Letter stating that the Service Provider is not having and not plan to have ownership with competitors of Nepal Telecom in Nepal until the completion of all the contractual obligations.
- (g) Letter stating that the Service Provider is not having conflict of Interest as per the Clause 16.8 of Section III: ITB.



- (h) Letter stating that the Service Provider is not having any kind of contracts or engaged or plan to have any Contracts or engagement with competitors of Nepal Telecom or any other telecom operators in Nepal for providing Airtime Credit related Services until the completion of all the contractual obligations with Nepal Telecom. Please refer to Clause No. 16.3 of Section III.

Part B

The *Original Copies* of the following documents shall be submitted by the Service Providers for Proposal opening purpose, without which the Proposal shall be rejected. In case of e-submission, the Service Provider shall furnish the original copies of the e-submitted documents within 7 days from the date of Proposal opening. The original copies and scan copies, if varies, the varied documents are considered to be invalid and not considered for evaluation.

- (a) **Proposal Form** duly signed with date by the authorized person and stamped with official seal as per Sample Form No. - 1 "**Proposal Form**" of Section V enclosed in the Proposal document.
- (c) **Schedule of commission** duly filled and signed with date by the Authorized Person and stamped with official seal in accordance with **Section VII: Schedule of Commission** *offered services*.
- (d) **Manufacturer's Authorization Letter** as specified in Clause No. 16.2, Section III: Instructions to Service Providers (ITB) if the Service Provider is not a manufacturer of offered goods. **(Not Applicable)**
- (e) **Joint Venture (JV), Consortium or Association agreement** between all the members of JV, Consortium or association.
- (f) The **Power of Attorney** and **signature specimen** of the Authorized Person in a separate sheet shall be submitted along with the Proposal.
- (g) Self Declaration for the Authenticity of submitted documents

Part C

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

Part D

Important Clauses in Conditions of Contract (COC) and Technical Specification

- (a) The Proposal shall be rejected if the Service Provider fails to Fully Comply with **Performance Security** as per Clause No. 4 of Section IV: Conditions of Contract (COC).
- (b) The Service Provider shall Fully Comply with the clauses related to **Delivery** (Clause No. 5) of Section IV: Conditions of Contract (COC).
- (c) The Proposal shall be rejected if the Service Provider fails to Fully Comply with **Charging, Billing, validation and commission** as per Clause No. 7 of Section IV: Conditions of Contract (COC).



- (d) The Proposal shall be rejected if the Service Provider fails to Fully Comply with **Payment Terms** as per Clause No. 8 of Section IV: Conditions of Contract (COC).
- (e) The Proposal shall be rejected if the Service Provider fails to Fully Comply with clauses related to **Applicable Law** as per Clause No. 10 of Section IV: Conditions of Contract.
- (f) The Proposal shall be rejected if the Service Provider fails to Fully Comply with **Taxes and Duties** as per Clause No. 11 of Section IV: Conditions of Contract.
- (g) Proposal with any deviation in the **major clauses** marked with asterisk (*), shall be rejected.
- (h) For more detail information on Proposal document preparation process, process of evaluation and determination of successful Service Provider and other processes, please refer to Section III: Instructions to Service Provider (ITB).

Part E

Technical Compliance Statement

In order to assist the evaluation process, the Service Providers shall mention the relevant Clause No., Page No., Chapter/ Section/ Volume of the offered Proposal 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 Service Providers (INB)



Section III: Instructions to Service Providers (ITSP)



Section III: Instructions To Service Providers **(ITSP)**

1. **Cost of Proposal**

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

2. **RFP Document**

2.1 The goods/services required, RFP procedures and conditions of contract are prescribed in the RFP documents. In addition to the *Invitation for Proposals*, the RFP document shall include:

- (a) Instruction to Service Providers (ITB)
- (b) Conditions of Contract (COC)
- (c) Technical Specifications
- (d) Proposal Form and Schedule of commission
- (e) Contract Form
- (f) Performance Security Form
- (g) Manufacturer's Authorization Letter [Not Applicable]
- (h) Addendum/Clarifications issued in accordance with Clause No. 3, if any.

2.2 The Service Provider is required to examine all instructions, commercial terms and conditions, forms, technical specifications as included in the RFP document. Failure to furnish all information as required by the RFP documents or submission of an incomplete and/ or partially quoted Proposal will remain at the Service Provider's risk and may result in the rejection of its Proposal.

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

3. **Clarification of RFP Documents**

3.1 A prospective Service Provider requiring any clarification of the RFP documents may notify the Nepal Telecom in writing at the mailing address indicated in the invitation for Proposals. Nepal Telecom will respond in writing to any request for clarification of the RFP documents received not later than **Seven (7) days** prior to the deadline for the submission of Proposals. 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 Service Providers who have purchased the RFP document.

Non submission of queries within the time stipulated as above shall be considered as acceptance by Service Provider for all the RFP Document's terms and conditions as interpreted by Nepal Telecom.

4. **Amendment of RFP Document**

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

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



- 4.3 In order to provide Service Providers reasonable time in which to take the amendment into account in preparing their Proposals, the Nepal Telecom may at its discretion extend the deadline for submission of Proposals.
5. **Composition of RFP Document**
The Proposal documents shall comprise documents and forms duly filled with date and signed by Authorized Person as mentioned in the Section II: **'Important Notice to Service Providers'**.
- 5.1 **Submission of the following documents and forms along with Proposal document are mandatory, without which, the Proposal shall be rejected.**
- a. **Proposal Form** (Sample form No. – 1) in accordance with Section V: Sample Forms; duly filled with date and signed by Authorized Person.
 - b. **Schedule of commission** in accordance with Section VII and Clause No. 6 of Section III: Instructions to Service Providers (ITB) duly filled with date and signed by authorized person.
 - c. **Manufacturer's Authorization Letter** (as per Sample form No. – 3 of Section V) if the Service Provider is not a manufacturer of the offered goods/items. (Please refer to Clause No.16 of Section III: ITB). **[Not Applicable]**
 - d. The **Power of Attorney** and **Signature specimen** of the Authorized Person in a separate sheet shall be submitted along with the Proposal.
 - e. **Joint Venture (JV), Consortium or association agreement** between all the members of JV, consortium or association **(if Applicable)**
 - f. Declaration for the Authenticity of submitted documents
 - g. Compliance Statements on each and every clause on Conditions of Contract and Technical Specifications including all Amendments and Clarifications issued by Nepal Telecom. [Please refer to Clause No. 9 of this Section].
 - h. **Service Providers Eligibility, Equipment Field Proven-ness and Supply records relating to offered managed services.** [Please refer to Clause No. 16 of this section]
 - i. **All the pages** of the Original RFP Document purchased from Nepal Telecom including the Amendments and Clarifications issued by Nepal Telecom shall be signed by authorized person and sealed with official seal of Service Provider.
 - j. Letter stating that the Service Provider is not under a declaration of blacklisted or ineligibility for corrupt and fraudulent practices issued by Government of Nepal.
 - k. Letter stating that the Service Provider is not having and not plan to have ownership with competitors of Nepal Telecom in Nepal until the completion of all the contractual obligations.
 - l. Letter stating that the Service Provider is not having conflict of Interest as per the Clause 16.6 of Section III: ITB.
 - m. Letter stating that the Service Provider is not having any kind of contracts or engaged or plan to have any Contracts or engagement with competitors of Nepal Telecom or any other telecom operators in Nepal for providing Airtime Credit related services until the completion of all the contractual obligations with Nepal Telecom. Please refer to Clause No. 16.3 of Section III.
- 5.2 The Service Provider shall submit the above documents from (a) to (f) in **3rd envelope** sealed and marked as **"Document for Proposal Opening"** and remaining documents from (f) to (m) shall be enclosed in **1st envelope "Original"** and **2nd envelope "Copy"** as mentioned in Clause No – 9: of Section III : Instructions to Service Providers.



In case of e-submission, documents from (a) to (e) and other documents mentioned in Part-B of Section II shall be enclosed in 3rd **envelope** sealed and marked as “**Original Documents of e-submitted Proposal**”.

5.3 Compliance Statements to Commercial and Technical Requirement

5.3.1 In the offer, the Service Provider 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 Service Provider shall state:-

- (a) Fully Compliant (FC):* If the offer of Service Provider fully meets the RFP requirement.
- (b) Partially Compliant (PC):* If the offer of Service Provider meets the requirement partially. The Service Provider shall state the reason why the offer is partially compliant. However, if the Service Provider is able to fulfill the specified requirement later, the time schedule for this shall be stated. In such cases, the Service Provider shall clearly mention the extent to which other requirements or specifications are affected.
- (c) Non Compliant (NC):* If the offer of Service Provider cannot meet the requirements. The Service Provider 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**”

Service Providers shall mention, along with the compliance statement, the relevant *Clause No., Page No., Chapter/ Section/ Volume* of the offered Proposal 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 Service Provider 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 Service Provider has stated partially or non compliant to some of the clauses, the successful Service Provider shall provision for all such requirements and make the Proposal fully compliant to all Nepal Telecom requirements at the time of signing of Contract.

6. Percentage of Commission and Currency

- 6.1 The Service Provider shall quote the percentage of commission it wishes to receive from Nepal Telecom for the managed service to be provided as per requirement of RFP Document. The commission will be calculated in percentage basis on total amount of advances to the customer.
- 6.2 Schedule of propose commission expected from Nepal Telecom shall be as per Section VI. All the payments under the contract shall be in Nepalese Currency Only.
- 6.3 The Service Provider shall be responsible to pay withholding tax (TDS – Tax Deduction at Source) as per the Income Tax Law of Nepal applicable at the time of the payment.
- 6.4 Commissions and gratuities, if any, paid or to be paid by Service Providers and related to the assignment shall be listed in the Financial Proposal.
- 6.5 The Service Provider shall be registered in Income Tax and Value Added Tax and obtain PAN (Permanent Account Number) from the Department of Inland Revenue, Government of Nepal. The Service Provider may have a JV or consortium with local or global company.
- 6.6 **The percentage commission shall be fixed and will not be subjected to any variation.**



7. Not Applicable

8. Period of Validity of Proposals

8.1 Proposals shall remain valid up to **Ninety (90) days from the date of Proposal opening.**
Proposals, not valid up to the date mentioned above, shall be rejected.

8.2 In exceptional circumstances, the Nepal Telecom may solicit the Service Provider's consent to an extension of the period of validity of the Proposal. The request and the responses thereto shall be made in writing. A Service Provider may refuse the request. A Service Provider granting the request will not be required nor permitted to modify its Proposal.

8.3 However, the Service Provider shall extend the Proposal validity period as per Nepal Telecom's request if Letter of Intent (LOI) as per clause 17.9.3 of this section has already been issued by the Nepal Telecom during the period of Proposal validity.

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

9. Formats, Sealing, Marking and Signing of Proposals

9.1 The Service Providers are required to submit the Proposals 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 Service Providers (INB)**.

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

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

Or,

The Service Provider, who submits bids through e-submission shall submit 3rd envelope with seal and marked as "**Original Documents of e-Submitted Bid**" and shall contain original documents as per **Part - B of Section II: Important Notice to Service Providers**.

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 Proposal shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to bind the Service Provider to the Contract along with the official seal of Service Provider.

All pages of the Proposal, except for un-amended printed literature, shall be initialed by the authorized person or persons signing the Proposal along with the official seal of Service Provider.

All pages of the Original RFP Document purchased from Nepal Telecom including the Amendments and Clarifications issued by Nepal Telecom shall be signed by authorized person and sealed with official seal of Service Provider.



Service Provider shall include compliance Statements on each and every clause on Conditions of Contract and Technical Specifications including all Amendments and Clarifications issued by Nepal Telecom. The compliance Statement Fully Compliant (FC)/Partial Compliant (PC)/Not Compliant (NC) shall be written in indelible ink and shall be signed by authorized person and sealed with official seal of Service Provider.

In pursuant to Clause No. 5.3.1 (b) and (c), if the Service Provider needs to write the reasons for their compliance statements and if the space available in the Original RFP Document is not enough to write the reasons, the Service Provider can use separate plain sheet. In such a case Service Provider shall clearly mention Section Number and Clause Number for which the reasons are sought. The separate sheet (s) shall be signed by authorized person and stamped with official seal of Service Provider.

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

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

**Nepal Telecom,
(Nepal Doorsanchar Company Limited),
Office of the Chief Commercial Officer,
Central Office, Doorsanchar Bhawan,
Bhadrakali Plaza, Kathmandu, Nepal.
Tel. No. : 977 1 4210204
Fax No. : 977 1 4210243
Website: <http://www.ntc.net.np>**

(b) Bearing “**Invitation for RFP No. NDCL/VAS-01/073-74 for Airtime Credit Service on Managed service Basis**” and the words “**Do Not Open Before Opening Date**” i.e **27th October 2015** and indicate the name and address of the Service Provider to enable the Proposal 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 Proposal's misplacement or premature opening of the Proposal submitted. **The Proposal thus received will be rejected.**

- 9.6 In order to facilitate evaluation of the Proposal, the Service Provider shall provide the complete RFP documents in hard copy as well as soft copy including Schedule of Commission, 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 Proposals

- 10.1 Proposals 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 October 27, 2016**
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 Proposals by amending the RFP documents at any time prior to opening date of the Proposal.

11. Modification and Withdrawal of Proposals

- 11.1 The Service Provider may modify or withdraw its Proposal after the Proposal'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 Proposals prescribed in Clause 10 of this section.

11.2 The Service Provider'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 Proposal may be withdrawn, modified after the deadline of submission of Proposals.

11.4 No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Service Provider on the Proposal Form.

12. Late Proposals

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

13. Opening of Proposals by the Nepal Telecom

The Nepal Telecom will open Proposals, in the presence of Service Provider's representatives who choose to attend at 12:00 noon on October 27, 2016 at the Nepal Telecom, Central Office, Bhadrakali Plaza, and Room No. 201. In case, the Proposal opening date happens to be an official holiday, Nepal Telecom will open the Proposals in the following working day. The Service Provider representatives who are present shall sign a Proposal opening checklists evidencing their attendance.

The Service Provider representatives who are authorized by the Service Provider can only participate in Proposal Opening. The Service Provider's representative shall submit the authorization letter as per the Sample No. 12 of Section V of respective package. The Service Provider's representative who is present in Proposal Opening shall sign a Proposal opening checklists evidencing their attendance.

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

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

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

13.5 The Service Provider's names, Proposal prices, modifications, Proposal withdrawals and the presence or absence of the 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 Proposal opening.

14. Service Delivery

Service Delivery shall be made in accordance with RFP.



15 Payment

Proposal with any deviation in payment term as mentioned in Clause No. –8 of Section IV: *Conditions of Contract (COC)* shall be rejected.

16 Service Provider's eligibility and qualification criteria

16.1 Service Provider for this RFP

The Service Provider shall be a Firm/Company/Agency that develops the Airtime Credit platform or service provider that has operated Airtime Credit services in managed services in telecom operators.

The Service Provider shall submit authentic evidence of being the Airtime Credit developer of platform or the service provider for Airtime Credit services under managed services in telecom operators, in the form of certificate issued by concerned authority or user/client certificates.

The Service Provider shall be registered in Income Tax and Value Added Tax and obtain PAN (Permanent Account Number) from the Department of Inland Revenue, Government of Nepal and shall submit all the certificates along with the proposal.

The Service Provider shall not be involved with the competitor operators of Nepal Telecom for Airtime Credit services in managed service model. The Service Providers providing the online billing system to Nepal Telecom are not eligible for the participation on this RFP invitation. Please refer to Clause No. 16.3.3 and 16.3.4 of this section for more details.

The Service Provider may participate in this RFP invitation in Joint Venture or Consortium. Please refer to Clause No. 16.5 of this section for details.

The Service Provider or Members of Joint Venture or Consortium shall submit the certificate of company registration or certification of company incorporation/establishment along with the Proposal.

16.2 Service Provider's Experience and Goods/Equipment Field Proven-Ness

16.2.1 Service Provider's Experience

16.2.1.1 The Service Provider shall have at least 5 years' experience in providing Airtime Credit platform/services to Telecom Operators at the time of RFP notice published date. In order to prove the fulfillment of this requirement, the Service Provider shall submit user/client certificate from the telecom operators.

16.2.2 Airtime Credit System Field Proven-ness

16.2.2.1 The Service Provider shall have airtime credit service deployments (as per the technical specifications section VII of this document) in managed service basis to at least 3 different telecom operators in at least three (3) different countries. In order to prove the fulfillment of this requirement, the Service Provider shall submit user certificates from the telecom operators. The user/client certificate shall include at least all the information as mentioned in Annex-III. All the certificates shall clearly indicate that Credit advances is granted for air-time/online (without interruption/drop of call, data session or other session) if the customer runs out of balance.

16.2.2.2 The subscriber base of total deployments shall be at least fifteen (15) million. Such deployments shall be in satisfactory operation for at least one (1) year at date of RFP notice published. In order to prove the fulfillment of this requirement, the Service Provider shall submit satisfactory performance certificate from at least one operator. The certificate shall include the information about the customer base (at least 15 million subscribers).



16.2.3 Turnover

The Service Provider shall have annual sales turnover of and above USD 20 million or equivalent NPR of past three (3) consecutive years (any three consecutive years from 2011, 2012, 2013, 2014 and 2015) which shall be supported by audited financial statements.

16.2.4 Satisfactory Performance Certificate from Nepal Telecom

The Service Provider, who already provided Airtime Credit Services under any contract to Nepal Telecom within last five (5) years, must furnish the Satisfactory Performance Certificate (SPC) from Nepal Telecom in accordance with the Clause No. 28 of this section.

16.3 Service Provider's Eligibility

16.3.1 The Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Nepal. The Service Provider who are blacklisted or are under the process of being blacklisted shall not be eligible to participate this RFP process. The Proposal offered by such Service Provider shall not be considered for the Proposal evaluation. The declaration letter stating the requirement of this clause shall be submitted along with the Proposal.

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

16.3.3 The Service Provider shall not have any kind of contracts or been engaged or plan to have any contracts or engagements with competitors of Nepal Telecom or any other telecom operators in Nepal for providing Airtime Credit related services. The declaration letter stating the requirement of this clause shall be submitted along with the proposal.

16.3.4 The Service Provider shall not have supplied any kind of online billing system to Nepal Telecom. The Service Provider providing the online billing system to Nepal Telecom shall not be eligible for the participation in this RFP invitation.

16.3.5 Service Provider found to be involved in fraudulent activity such as curtailing in order to manipulate the percentage of commission, submission of fake certificates and fake information may be blacklisted and Proposal submitted shall be rejected.

16.3.6 Service Provider shall submit up to date firm/Company registration certificate, Tax clearance certificate, and VAT Registration Certificate from Government of Nepal along with proposal.

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

16.5 Participation on Joint Venture or Consortium

If the Service Provider is a joint venture, consortium 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 or



consortium. A Service Provider can submit only one Proposal either as a partner of the joint venture or in consortium or individually. The Joint Venture agreement among all the members shall be submitted. The composition or the constitution of the joint venture or Consortium shall not be altered without the prior consent of the Purchaser.

In case of joint venture or Consortium maximum three (3) members are allowed. One of the members of JV or Consortium shall meet all the requirement 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 of this section.

- 16.6 In case Service Provider or Joint Venture or Consortium is global company (Parent/Holding/Branch/Subsidiary Company), the Service Provider shall individually meet all the requirements as mentioned above in the clause 16.1, 16.2 and 16.3 of this section.

However, if the Service Provider or Joint Venture or Consortium wishes, the qualification and equipment field proven-ness of the Service Provider (branch/subsidiary company) and qualification and equipment field proven-ness of Service Provider's Parent/Holding companies and their equipment will also be combined for the purpose of verifying the criteria as mentioned in Clause No. 16.2 of this section, provided the Service Provider (Branch and Subsidiary), Parent and Holding companies individually meet the requirements of Clause No. 16.3. In such a case the Proposal 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 Proposal stating the following:

- a) Authorization to the branch/subsidiary whose product is being offered to submit and sign the Proposal
- b) Company Structure showing the relationship between Parent/ Holding/ Branch/ Subsidiary Companies

16.7 **Manufacturer Authorization (not applicable)**

16.8 **Conflict of Interest**

A Service Provider shall not have a conflict of interest. All Service Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to be in a conflict of interest with one or more parties in this RFP process if, including but not limited to:

- (a) have controlling shareholders in common;
- (b) receive or have received any direct or indirect subsidy from any of them;
- (c) have the same legal representative for purposes of this Proposal;
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Service Provider, or influence the decisions of the Purchaser regarding this RFP process;
- (e) a Service Provider or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Proposal.



16.9 *Any Proposal not submitted as per the above sub-clauses No. 16.1 to 16.8 of Clause No.16 of this section shall be rejected.*

16.10 **The user/client certificates that have to be submitted by Service Provider in order to fulfil the requirement of sub clauses of 16, shall include at least all the information mentioned in the Annex-III.**

Please also refer to clause No. 29 for more detail regarding the User/Client Certificate.

16.11 *All the user/client certificates and other documents to be submitted under the Clause No. 16 of this section shall be sealed and signed by person authorized to sign the Proposal.*

17 Proposal Evaluation and Award Criteria

17.1 In case a Service Provider 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 signing of contract with the successful Service Provider.

17.2 Preliminary Examination

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

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

17.2.3 Prior to the detailed evaluation, Nepal Telecom will determine the substantial responsiveness of each Proposal to certain critical provisions stipulated in the Nepal Telecom RFP document. For the purpose of this clause, a substantially responsive Proposal is the one, which conforms to all the terms and conditions of the RFP documents without major material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning **Payment Terms, Applicable Law and Taxes & Duties and the Technical requirements** marked with asterisk (*) will be deemed to be major deviations.

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

17.2.5 If a Proposal has one or more major deviations, found during preliminary examination, the Proposal is considered as Non Responsive Proposal and it will be rejected by the Nepal Telecom and will not substantially be made responsive by the Service Provider by correction of the nonconformity.

17.2.6 Further, if there are several minor deviations to the Proposal, and if such items constitute major deviation or affect the required purpose of the preliminary requirement, such



Proposal shall be considered as Non Responsive Proposal and rejected by the Nepal Telecom and will not substantially be made responsive by the Service Provider by correction of the nonconformity.

17.3 Detailed Technical Evaluation

- 17.3.1 Detailed Technical evaluation shall be carried out for those Proposals, 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, technical details, catalogues, brochures etc. furnished by each Service Provider.
- 17.3.2 If a Proposal has one or more major deviations, the Proposal is considered as Non-Responsive Proposal and it will be rejected by the Nepal Telecom and will not substantially be made responsive by the Service Provider by correction of the nonconformity.
- 17.3.3 Further, if there are several minor deviations to the Proposal, and if such items constitute major material deviation or affect the required purpose of module/sub module/technical requirements, such Proposal shall be considered as Non Responsive Proposal and rejected by the Nepal Telecom and will not substantially be made responsive by the Service Provider by correction of the nonconformity.
- 17.3.4 For the verification of Service Provider's Compliance Statement (FC/PC/NC), ONLY THE COMPLIANCE STATEMENTS mentioned in the Original RFP Document purchased from Nepal Telecom, Amendments and Clarification issued by Nepal Telecom shall be used (Please also refer to Clause No. 9 of Section III).

17.4 Detail Commercial Evaluation

- 17.4.1 Detailed Commercial Evaluation shall be carried out for those Proposals, 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 Proposal has one or more major deviations, the Proposal is considered as Non Responsive Proposal and it will be rejected by the Nepal Telecom and will not substantially be made responsive by the Service Provider by correction of the nonconformity.
- 17.4.3 Further, if there are several minor deviations to the Proposal, and if such items constitute major material deviation or affect the required purpose of the commercial requirement, such Proposal shall be considered as Non Responsive Proposal and rejected by the Nepal Telecom and will not substantially be made responsive by the Service Provider by correction of the nonconformity.
- 17.4.4 For the verification of Service Provider's Compliance Statement (FC/PC/NC), ONLY THE COMPLIANCE STATEMENTS mentioned in the Original RFP Document purchased from Nepal Telecom, Amendments and Clarification issued by Nepal Telecom shall be used (Please refer to Clause No. 9 of Section III).

17.5 Detail Financial Evaluation

- 17.5.1 Once the Proposals are considered substantially responsive after detailed Technical and Commercial evaluation, all those responsive Proposals 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 service.
- 17.5.2 If arithmetical error found in the Schedule of Commission Expected, the arithmetical error shall be corrected keeping the percentage of commission expected from Nepal Telecom (Column No. B of Section V: Schedule of Commission Expected) unchanged.



17.5.3 For the financial comparison purpose, the percentage of commission expected from Nepal Telecom (Column No. B of Section V: Schedule of Commission Expected) shall be considered.

17.5.4 Financial evaluation shall be based on the commission expected from Nepal Telecom proposed by the Service Provider.

17.6 Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, Nepal Telecom may ask the Service Provider 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 percentage of commission of the Proposal shall be sought, offered, or permitted.

If the Service Provider 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 Discussion with Service Provider

Based on evaluation as per above clause Nos. – 17.1, 17.2, 17.3, 17.4. 17.5 and 17.6, Nepal Telecom may invite the substantially responsive Service Provider with lowest expected commission for the discussion on technical and implementation issues.

17.8 Contract Award

17.8.1 Based on the evaluation as per the Clauses No. 17.2, 17.3, 17.4, 17.5, 17.6 and 17.7, the responsive Service Provider with lowest Percentage of commission expected from Nepal Telecom shall be determined as successful Service Provider.

17.8.2 The Nepal Telecom shall issue a **Letter of Intent (LOI)** to notify the concerned Service Provider whose Proposal has been selected in accordance with ITB 17.8.1, in writing that the Nepal Telecom has intention to accept his/her Proposal and the information regarding the name, address and amount of selected Service Provider shall be given to all other Service Providers who submitted the Proposal.

17.8.3 If no Service Provider submits an application for review pursuant to Clause No. 31.1 of this section within a period of seven (7) days of the notice provided under ITB 17.8.2, Nepal Telecom shall, accept the Proposals selected in accordance with ITB 17.8.1 and will subsequently issue a **Letter of Acceptance (LOA)** to furnish the performance security at the time of signing of contract between the Service Provider and the Nepal Telecom.

17.8.4 Within seven (7) days of the receipt of notification of award from Nepal Telecom, the successful Service Provider shall send its authorized representative for signing the contract. At the time of signing the contract, Service Provider 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 RFP document. Failure of the successful Service Provider 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. In that event Nepal Telecom may award the Contract to the next lowest evaluated Service Provider whose offer is substantially responsive. The process shall be repeated according to ITB 17.8.2.

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



Notwithstanding Clause No. – 17, the Nepal Telecom reserves the right to accept or reject partially or fully any Proposal, or award one or more than one Service Providers not exceeding the price of the Successful Service Provider and to annul the RFP process and reject all Proposals, at any time prior to award of contract, without thereby incurring any liability to the affected Service Provider, or Service Providers or any obligation to inform the affected Service Provider or Service Providers of the grounds for the Nepal Telecom's action.

19 Nepal Telecom's Right to vary Quantities (Not Applicable)

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 Service Provider shall send its authorized representatives within seven (7) days for signing of contract. At the time of signing the contract, the Service Provider shall submit a Performance Security in the form of bank guarantee of NPR 2000,000.00.

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

21 Local Agent [Not Applicable]

21.1 A foreign Service Provider wishing to have or already having a local agent shall 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) Service Provider shall certify in the Letter of Authorization as follows:
"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief"

If the agent has not been appointed:

- (i) Source of information about RFP invitation,
- (ii) The remuneration given to the individual or firm/company or organization to work on his behalf for submitting RFP, representation in the Proposal opening and other required action in connection with the RFP,
- (iii) Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the RFP,
- (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 Service Provider in his Proposal, has not provided the information mentioned in Sub Clause 21.1 or has submitted his Proposal stating that the Service Provider does not have a local agent and later it is proved that the Service Provider has a local agent or it is proved that the commission mentioned in the Proposal is less than the commission received by the local agent then the Purchaser shall initiate proceedings to black list such Service Provider.**[Not applicable]**

22 Visit for Proof of compliance (PoC) During Evaluation



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

This may be performed during the Proposal evaluation. The Service Provider shall make necessary arrangement with the administration to accommodate such visit and provide necessary information and access for evaluation. The Service Provider 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 may also visit manufacturer's premises during evaluation.

The cost of the visits shall be borne by Nepal Telecom and the duration shall be of two week. The Service Provider shall arrange with the operator (Service Provider's customer) for interactions and demonstrations.

23 One Proposal per Service Provider

Each Service Provider or Members of Joint Venture or Consortium shall submit only one Proposal. A Service Provider who submits or participates in more than one Proposal shall cause all the proposals with the Service Provider's participation to be disqualified.

The Service Provider who submits bids in hard copy (manual submission) as well as through e-submission shall be treated as two separate bids by a same Service Provider and hence will be disqualified. However, the Service Provider 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 Service Providers

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

The Service Provider 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 Service Providers,
- (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 Service Providers before or after submission of Proposals for distribution of works among Service Providers or fixing artificial/uncompetitive Percentage of Commission with an intention to deprive the Nepal Telecom the benefit of open competitive Percentage of Commission.
- (g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the Proposals or interference of any kind in examination and evaluation of the Proposals during the period from the time of opening of the Proposals until the notification of award of contract.

25 Blacklisting Service Providers

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



- (a) if it is established that the Service Provider/Supplier has committed acts specified in clause 24 of this section,
- (b) if the Service Provider fails to sign an agreement pursuant to clause 20 of this section,
- (c) if it is proved later that the Service Provider 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 Service Provider from participating in the contract.
- (e) if it is proved that the contract agreement signed by the Service Provider was based on false or misrepresentation of Service Provider's qualification information,

26 Corrupt or Fraudulent Practices

Government of Nepal requires that Nepal Telecom, as well as Service Providers 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 Service Providers (prior to or after Proposal submission) designed to establish Proposal 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 Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in questions.

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

27 Country of Origin [Not applicable]

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 Service Provider and Manufacturer who already provided or currently providing Airtime Credit System under any contract to Nepal Telecom within last five (5) years, must furnish the *Satisfactory Performance Certificate (SPC)* for this RFP issued by the Central Office of Nepal Telecom along with the Proposal or within three (3) weeks from the date of Proposal opening.

Not Submitting the SPC shall be treated as non-compliance and the Proposal shall not be included for evaluation.

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

Service Provider 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 Service Provider's/Manufacturer's experience and field proven-ness as mentioned as and where in this RFP document.

If Service Providers 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 Service Provider in other administrations. The Service Provider 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 Service Provider 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.

30 E-Submission

- 30.1 The Service Providers may submit their Proposal through **e-submission** which is available in Nepal Telecom e-procurement portal i.e. <http://eproc.ntc.net.np>. For **e-submission**, Proposal documents will be available in Nepal Telecom e-procurement portal (PDF Format). **Please also refer to Clause No. Part-B of Section II.**
- 30.2 For e-submission, Service Provider has to register in Nepal Telecom e-procurement portal. The registered Service Provider has to procure the Proposal document and prepare the entire proposal in document with sign and seal. The Service Provider has to scan all the documents as mentioned in **Part-B of Section II** 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>.
- 30.3 The Service Provider has to submit following three (3) envelopes to Nepal Telecom within seven (7) days from the date of Proposal opening. **Please also refer to clause 9.4 of Section III: Instructions to Service Providers (ITB):**
- i. **1st envelope** with seal and marked as "**Original**", shall contain original documents as per **Part - A of Section II: Important Notice to Service Providers (INSP)**.
 - ii. **2nd envelope** with seal and marked as "**Copy**", shall contain copy documents as per **Part - A of Section II: Important Notice to Service Providers (INSP)**.
 - iii. **3rd envelope** with seal and marked as "**Original Documents of e-Submitted Proposal**", shall contain original documents as per **Part-B of Section II: Important Notice to Service Providers**.
- 30.4 The Service Provider who submits Proposals in hard copy (manual submission) as well as through e-submission shall be treated as two separate Proposals by a same Service Provider and hence will be disqualified. However, the Service Provider who has submitted the Proposal electronically may submit the hardcopy before the Proposal submission dead line, only if they submit the valid official letter requesting the withdrawal of the e-submitted Proposal along with the Proposal.



31 Complain and Review

- 31.1 If a Service Provider, is not satisfied with the procurement process or Client's decision provided as per Clause No. 17.7 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the Service Provider may give an application for review of the decision to the Office Chief of the procuring entity (Purchaser) with reference to the error or breach of duty committed by the Client. The complaint application shall be given within 7 days of receipt of the information regarding the issue of intention to accept letter by the Client. Application, for review of Client's decision, filed after the deadline shall not be processed
- 31.2 The Office chief of the Procuring Entity (Purchaser shall), within five (5) days after receiving the complaint application, give its decision with reasons, in writing pursuant to Clause No 31.1 of this section:
- (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
 - (b) whether or not to reject a complaint application.
- 31.3 If the Service Provider, who has submitted the complaint application, is not satisfied with the decision of the Office Chief in accordance with Clause No. 31.2 of this section, or the decision by the Office Chief is not given within five (5) days of receipt of the complaint application pursuant to Clause No 31.1 of this section, then the applicant, within seven (7) days of receipt of such decision, may file an application with relevant supporting documents to the Public Procurement Review Committee of the GoN, stating the reason of its disagreement on the decision of the Office Chief.
- 31.4 Late application filed after the deadline pursuant to Clause No 31.3 of this section shall not be processed
- 31.5 The Public Procurement Review Committee, shall give its decision within 30 days after receiving the review application filed pursuant to Clause No 31.3 of this section on the basis of i) the information and comments received from the Purchaser, ii) evidence, documents submitted along with the application by the applicant and iii) information received on inquiring both the parties regarding the matter.
- 31.6 If the claim made by the Service Provider pursuant to Clause No 31.3 of this section is justified, the Review Committee shall return the security deposit to the applicant, pursuant to Clause No 31.3 of this section, within seven (7) days of the Public Procurement Review Committee's decision.
- 32 The Service Provider shall provide the Supply record of *deployments of Airtime Credit Service* with the name, address and the contact person information of all the operators in the format as specified in Annex-II.
- 33 The Service Provider shall submit **Product catalogue/ brochures** with technical specification, company profile of the manufacturer etc. to be furnished to establish that the manufacturer has the financial, technical and production capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out services. **[Not applicable]**
34. The audited Financial Statement of the Service Provider of last three consecutive years (any consecutive years from 2011, 2012, 2013, 2014 and 2015) shall be submitted.
35. In view of rapid technological developments taking place, the Service Provider shall offer updated (latest) versions of the field proven equipment. The changes introduced in such



equipment shall, however, be evolutionary and not revolutionary in nature. The Service Provider shall submit the full details of the technological changes incorporated in the hardware and software of the offered equipment. **[Not applicable]**.

End of Section III: Instructions to Service Providers (ITB)