Nepal Doorsanchar Company Limited

(Nepal Telecom)

Tender No. NDCL/ WSD-02/ 073-74

For

Caller Ring Back Tone (CRBT) Managed service on Revenue Sharing Basis

July, 2016

Wireless Service Directorate
Sajha Bhawan, Pulchowk
Lalitpur
Nepal

Tel. No. 977 1 5536791
Fax No. 977 1 5525291
E-mail: ntc.msd@ntc.net.np
Website: www.ntc.net.np
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Abbreviations and Acronyms

COC ........................................... Conditions of Contract
FC .............................................. Fully Compliant
GoN ............................................. Government Of Nepal
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
NC ............................................... Not Compliant
PC ............................................... Partially Compliant
PO ............................................... Purchase Order
PoC ............................................. Proof of Compliance
PPMO .......................................... Public Procurement Monitoring Office
SOP ............................................. Schedule of Revenue Share
SOR ............................................ Schedules of Requirements
TDS ............................................. Tax Deduction at Source
VAT ............................................... Value Added Tax
Glossary of Terms Used in this Document

**Bidder:** Bidder is an entity who submits the bid document under this tender and provides the service as mentioned in the Tender Document.

**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.

**Percentage of Sharing:** The percentage of revenue share the bidder wishes to offer to Nepal Telecom.

**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 Bidder, 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 percentage of revenue share of CRBT revenue included in the contract which will be payable to the Bidder 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 Bidder in accordance with the terms and conditions set forth in the contract.

**Corrected Percentage:** Percentage of sharing 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 Bidder 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 Bid”
- “... without which the Bid shall be rejected”
- “... deviation on which shall lead to rejection of the Bid”
- “...shall be rejected”

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

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

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

**Successful Bid:** The Bid that substantially complies with the technical, commercial and financial requirements of the tender and determined to be the highest percentage sharing proposer.

**Service:** Services: The Services are the CRBT services for Nepal Telecom Subscribers under Managed Services.

**Fully Compliant (FC):** If the offer of Bidder fully meets the Tender requirement.

**Partially Compliant (PC):** If the offer of Bidder 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.

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

**End of Abbreviations and Glossary**
Section I: Invitation for Bids (IFB)
Section I: Invitation for Bids (IFB)

Date: July 31, 2016
Tender No: NDCL/WSD-02/073-74

1. Tender is invited from the qualified and eligible CRBT service providers (national/international firms) for CRBT Services for Nepal Telecom Subscribers under Managed Service on Revenue Sharing Basis. The service provider shall provide “CRBT Services for Nepal Telecom Subscribers” as specified in the bid document. To full fill this purpose Nepal Telecom invites bid from national/international firms for the Tender No.: NDCL/WSD-02/073-74 for “CRBT Services for Nepal Telecom Subscribers under Managed Service on Revenue Sharing Basis”. The Service Providers, who meets the eligibility, qualification and experience criteria mentioned under the Clause No 16 of Section III: Instructions to Bidders can participate in this Tender.

Therefore, before purchasing the Tender Document, Bidders are requested to read carefully Section I to Section III of this Tender Document (especially Clause No. 16 of Section III “Bidder’s eligibility and qualification criteria”)

2. Interested bidders may obtain further information from the office of:
Nepal Telecom (Nepal Doorsanchar Company Limited),
Wireless Service Directorate,
Sajha Bhawan, Pulchowk,
Lalitpur, Nepal.
Tel. No. : 977 1 5536791
Fax No. : 977 1 5525291
E-mail : ntc.msd@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 NPR. 30,000.00 (Nepalese Rupees: Thirty Thousand).

4. The Bidder shall procure the Bidding document by themselves or a person authorized by bidder from the office mentioned in Clause No. 2 of this section and shall use the same bidding document for the preparation of the Bid proposal (Please refer to Sample no 11 of Section 5). The Bid proposal from the Bidder without procuring the bidding document by itself (or a person authorized by Bidder) from the office mentioned above shall not be accepted. Bidder shall submit copy of the receipt for the purchasing of the Bid Document obtained from the Nepal Telecom. The Bidder shall submit along with the Bid Proposal the original Tender Document purchased from Nepal Telecom with duly filled compliance statement on each and every clauses of Section IV and Section VIII. The submitted original tender document shall be sealed with official seal of Bidder and signed by authorized person on each and every page.

If interested bidder wishes to collect the document by courier service, additional US$ 70.00 (In words: United States Dollars: Seventy only) or Euro 60.00 (In words: Euro Sixty only) or NRs. 7,000.00 (In words: Nepalese Rupees: Seven thousand only) will be charged to the bidder.

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

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<th>Description</th>
<th>Nepalese Currency</th>
<th>USD Currency</th>
<th>EURO Currency</th>
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<tbody>
<tr>
<td>Name of the Bank</td>
<td>Global IMEBank Limited</td>
<td>Nabil Bank Limited</td>
<td>Everest Bank Limited</td>
</tr>
<tr>
<td>A/C No.</td>
<td>2801010000034</td>
<td>08062120121301</td>
<td>01401102200049</td>
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5. **Bids must be accompanied by a Bid Security of US$ 109,600.00 (In words: United States Dollars: One Hundred Nine Thousand Six Hundred Fifty only) or Euro 98,400.00 (In words: Euro: Ninety Eight Thousand Four Hundred Fifty only) or NPR. 11,800,000.00 (Nepalese Rupees: Eleven Million Eight Hundred Thousand only)**

The Performance Security shall be issued or counter guaranteed by one of the banks as mentioned 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 the bank mentioned in Clause No. 4 above and submit the receipt of the deposited amount of cash along with the bid.

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](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 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](http://eproc.ntc.net.np).

9.3 The bidder 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 bid opening in manner as mentioned in **clause 9.4 of Section III: Instructions to Bidders (ITB):**

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

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

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

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.
9.5 The bidder who submits bids through e-submission shall submit the Original Copy of Bid Security at the time of Bid Opening. Non submission of Original Copy of Bid Security at the time of Bid opening shall result in the rejection of 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.

The bidder who submits bids 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 Bid opening. Please also refer to Clause No. 9 of section III.

Part A

Bidders are requested to study the tender 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 Tender Document purchased from Nepal Telecom including all Amendments and Clarifications issued by Nepal Telecom.

(b) All the pages of the original tender 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 bidder. The Bidder shall submit the sealed and signed Original tender document in 1st Envelope. Please refer to Clause No. 9 of the Section III: ITB.

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

(c) Detailed technical description and the performance characteristics of the offered managed service shall be included along with the bid document.

(d) Bidders Eligibility, Field proven-ness and Supply records of the offered managed service 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 experience and field proven-ness of offered managed service as mentioned in the Clause No. – 16 of Section III: Instructions to Bidders (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 bid proposal.

(e) Quality Assurance certificate ISO 9001:2008 or above series certificates of the bidder as per clause no. 16 of Section III.

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

(h) Letter stating that the bidder is not having and not plan to have ownership with competitors of Nepal Telecom in Nepal until the completion of all the contractual obligations.

(i) Letter stating that the bidder is not having conflict of Interest as per the Clause 16.8 of Section III: ITB.

(j) Letter stating that the bidder 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 CRBT 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 bidders for bid opening purpose, without which the bid shall be rejected. In case of e-submission, the Bidder shall furnish the original copies of the e-submitted documents within 7 days from the date of bid opening. The original copies and scan copies, if varies, the varied documents are considered to be invalid and not considered for evaluation.

(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.

The bidder who submits bids through e-submission shall submit the Original Copy of Bid Security at the time of Bid Opening. Non submission of Original Copy of Bid Security at the time of Bid opening shall result in the rejection of the Bid.

(c) **Schedule of Revenue Sharing (SORS)** duly filled and signed with date by the Authorized Person and stamped with official seal in accordance with Section VII: Schedule of Revenue Sharing (SORS) offered goods and services.

(d) **Manufacturer’s Authorization Letter** as specified in Clause No. 16.2, Section III: Instructions to Bidders (ITB) if the bidder is not a manufacturer of offered goods. *(Not Applicable)*

(e) **Joint Venture (JV) or Consortium agreement** between all the members of JV or Consortium *(if Applicable)*

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

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

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

(b) The Bidder shall Fully Comply with the clauses related to **Delivery** (Clause No. 5) of Section IV: Conditions of Contract (COC).

(c) The bid shall be rejected if the bidder fails to Fully Comply with **Charging, Billing, validation and Revenue Sharing** as per Clause No. 7 of Section IV: Conditions of Contract (COC).
(d) The bid shall be rejected if the bidder fails to Fully Comply with **Payment Terms** as per Clause No. 8 of Section IV: Conditions of Contract (COC).

(e) The bid shall be rejected if the bidder fails to Fully Comply with clauses related to **Applicable Law** as per Clause No. 10 of Section IV: Conditions of Contract.

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

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

(h) For more detail information on bidding document preparation process, process of evaluation and determination of successful bidder and other processes, please refer to Section III: Instructions to Bidder (ITB).

**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 Schedule of Revenue Sharing
(f) Bid Security Form
(g) Contract Form
(h) Performance Security Form
(i) Manufacturer’s Authorization Letter (Not Applicable)
(j) Addendum/Clarifications issued in accordance with Clause No. 3, if any.

2.2 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
3.1 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.

Non submission of queries within the time stipulated as above shall be considered as acceptance by Bidder for all the Tender Document’s terms and conditions as interpreted by Nepal Telecom.

3.2 Pre-Bid Conference
Nepal Telecom may conduct Pre-Bid Conference in order to clarify issues and queries raised by bidders. Bidders are advised to read the tender document carefully and notify Nepal Telecom about issues and queries observed in Tender Document (if any) prior to Pre-Bid Conference. The Pre-Bid Conference shall be held Twenty One (21) days prior to Bid Opening Date. Exact date, venue and time of Pre-Bid Conference shall be notified to bidders at appropriate time. The bidders who have
purchased the bid document from the Nepal Telecom or from the e-procurement shall be eligible to participate in Pre-Bid Conference. The number of the participants from each bidder organization shall not exceed four (4). Nepal Telecom shall respond to issues and queries raised during the Pre-Bid conference as per Clause No. 4 of this section.

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.

The bidder who submits bids through e-submission shall submit the Original Copy of Bid Security at the time of Bid Opening. Non submission of Original Copy of Bid Security at the time of Bid opening shall result in the rejection of the Bid.

c. **Schedule of Revenue Sharing (SORS)** 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. (Please refer to Clause No.16 of Section III:ITB). (Not Applicable)

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

f. **Joint Venture (JV) or Consortium agreement** between all the members of JV or consortium (if Applicable)

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. **Bidders 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 Tender 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 bidder.
j. Quality Assurance certificate ISO 9001:2008 or above series certificates relating to the offered service as per clause no. 16 of Section III.
k. Letter stating that the bidder is not under a declaration of blacklisted or ineligibility for corrupt and fraudulent practices issued by Government of Nepal.
I. Letter stating that the bidder is not having and not plan to have ownership with competitors of Nepal Telecom in Nepal until the completion of all the contractual obligations.

m. Letter stating that the bidder is not having conflict of Interest as per the Clause 16.6 of Section III: ITB.

n. Letter stating that the bidder 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 CRBT 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 Bidder shall submit the above documents from (a) to (f) in 3rd envelope sealed and marked as “Document for bid Opening” and remaining documents from (g) to (m) shall be enclosed in 1st envelope “Original” and 2nd envelope “Copy” as mentioned in Clause No – 9: of Section III : Instructions to Bidders.

In case of e-submission, documents from (a) to (f) and other documents mentioned in Part-8 of Section II shall be enclosed in 3rd envelope sealed and marked as “Original Documents of e-submitted Bid”.

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 (FC): If the offer of Bidder fully meets the Tender requirement.

(b) Partially Compliant (PC): If the offer of Bidder 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 (NC): If the offer of Bidder 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. Bid Price and Currency
6.1 The Bidder shall quote the percentage of revenue share, not less than 50 percent (%), it wishes to offer to NT under the managed service it proposes to deliver under the contract on the Schedule of Revenue Sharing (SORS) as per Section V. All the payments under the contract shall be in Nepalese Currency Only.

6.2 The bidder 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.

6.3 Commissions and gratuities, if any, paid or to be paid by bidders and related to the assignment shall be listed in the Financial Proposal.

6.4 The Bidder 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. Whereas if the bidder is a global company and do not have registration in Nepal shall nominate local company having registered in Income Tax and Value Added Tax, the certificate of the same shall be submitted at the time of bid submission. The payment of revenue share will be paid to nominated local company and the currency of the payment will be Nepalese Rupees.

6.5 The Nepalese Company, wishing to furnish the Bid Security on behalf of the Principal company (Manufacturer/Bidder) shall state in the Bid Security, the Bidder’s name as “M/S____ (Name of Nepalese Company) submitting Bid Security on behalf of Bidder M/S_____ (Name of Principal Manufacturer/ Bidder)”. The name and address of principal company must be mentioned in the bid Security. However, if the bidder happens to be a successful bidder, the Performance Security shall be furnished by Principal Company in Nepalese Rupees. The Bid Security shall be forfeited in case of occurrence of any one of the conditions mentioned in the Clause No. 7.6 of Section III.

6.6 In case of Nepalese Company submitting bid proposal on behalf of a Principal Company (Manufacturer/ Bidder other than Nepalese):
   i. The Bidder (Principal Company) shall furnish Power of Attorney to Nepalese Company to submit a Bid.
   ii. The Bidder (Principal Company) shall quote the prices as stated in clause nos.6.2 to 6.5 of Section III: Instructions To Bidders (ITB).
   iii. If Nepalese Company wishing to furnish the bid security on behalf of Principal Company shall furnish the Bid security in the manner and terms & conditions as mentioned in Clause No. 6.7 above.
   iv. The Bidder (Principal Company) may authorize Nepalese Company to sign the Contract on behalf of Bidder (Principal Company).
   v. If the bidder happens to be a successful bidder, the Performance Security shall be furnished by Principal Company in currency of Contract or in equivalent US$.
   vi. Nepal Telecom shall open L/C in the name of Principal 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.

6.7 The percentage sharing shall be fixed and will not be subjected to any variation.

7. Bid Security
Pursuant to clause No - 4 of Section I, the bidder shall furnish, as part of its bid, Bid Security of US$ 109,600.00 (In words: United States Dollars: One Hundred Nine Thousand Six Hundred Fifty only) or Euro 98,400.00 (In words: Euro: Ninety Eight Thousand Four Hundred Fifty only) or NRs. 11,800,000.00 (Nepalese Rupees: Eleven Million Eight Hundred Thousand 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 mentioned in the Clause No 4 of section I and submit the receipt of the deposited amount of cash along with the bid.

7.2 **Bid Security shall remain valid up to March 14, 2017**

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 and shall be forfeited in case of occurrence of any one of the conditions mentioned in the clause no. 7.6 below of this section.

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 percentage of sharing 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.

(f) If the Bidder fails to extend the bid validity period as requested by Nepal Telecom as mentioned in clause 8.3 of this section.

7.7 The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners. JV shall abide by all prevailing Laws including Tax Law of Nepal.

7.8 The bid security of a consortium must be in the name of lead partner that submits the bid.

8. **Period of Validity of Bids**

8.1 **Bids shall remain valid up to one hundred twenty (120) days from the date of Bid opening. Bids, not valid up to the date mentioned above, 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. A Bidder granting the request will not be required nor permitted to modify its bid.
8.3 However, the bidder shall extend the bid validity period and Bid security period as per Nepal Telecom’s request if Letter of Intent (LOI) as per clause 17.7.3 of this section has already been issued by the Nepal Telecom during the period of bid validity.

8.4 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).

(a) 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.

Or,

The bidder, 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 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 along with the official seal of Bidder.

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

All pages of the Original Tender 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 bidder.

Bidder 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 Bidder.

In pursuant to Clause No. 5.3.1 (b) and (c), if the bidder needs to write the reasons for their compliance statements and if the space available in the Original Tender Document is not enough to write the reasons, the Bidder can use separate plain sheet. In such a case Bidder 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 Bidder.
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 (a) The inner and outer envelopes shall be addressed to the Nepal Telecom at the following address:

Nepal Telecom,
(Nepal Doorsanchar Company Limited),
Wireless Service Directorate,
Sajha Bhawan, Pulchowk,
Lalitpur, Nepal.
Tel. No. : 977 1 5536791
Fax No. : 977 1 5525291
E-mail: ntc.msd@ntc.net.np
Website: http://www.ntc.net.np

(b) Bearing “Invitation for Bids Tender No. NDCL/WSD-02/073-74 Caller Ring Back Tone (CRBT) Managed service on Revenue Sharing Basis “and the words “Do Not Open Before Opening Date” i.e September 16, 2016 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 Schedule of Revenue Share, 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 September 16, 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 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**

The Nepal Telecom will open bids, in the presence of bidder’s representatives who choose to attend at 12:00 noon on **September 16, 2016** at the Nepal Telecom, Wireless Service Directorate, Pulchowk. 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. The bidder representatives who are authorized by the Bidder can only participate in Bid Opening. The Bidder’s representative shall submit the authorization letter as per the Sample No. 12 of Section V of respective package. The Bidder’s representative who is present in Bid Opening 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. **Service Delivery**

Service Delivery shall be made in accordance with Clause No. – 4 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’s eligibility and qualification criteria**

16.1 **Bidder for this Tender**
The Bidder shall be a Firm/Company/Agency that develops the CRBT platform or service provider that has operated CRBT services in managed services in telecom operators. The bidder shall submit authentic evidence of being the CRBT developer of platform or the service provider for CRBT services under managed services in telecom operators, in the form of certificate issued by concerned authority or user/client certificates.

The Bidder 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.

If the bidder is a global company and do not have registration in Nepal shall participate either in Joint Venture or Consortium with local company having registered in Income Tax and Value Added Tax. Please refer to Clause No. 16.5 of this section for participation in JV or Consortium. The bidder shall submit the certificate of the same at the time of bid submission.

The bidder shall not be involved with the competitor operators of Nepal Telecom for CRBT services in managed service model. Please refer to Clause No. 16.3.3 of this section for more details.

16.2 **Bidder’s Experience and Goods/Equipment Field Proven-Ness**

16.2.1 **Bidder’s Experience**

16.2.1.1 The Bidder shall have at least 10 years’ experience in providing CRBT platform/services to Telecom Operators at the time of Tender notice published date. In order to prove the fulfillment of this requirement, the bidder shall submit user/client certificate from the telecom operators.

16.2.2 **CRBT System Field Proven-ness**

16.2.2.1 The Bidder must have undertaken at least 10 deployments of CRBT platforms/services. The Bidder shall provide supply record as per the Annex-II. The Bidder shall provide all the information mentioned in Annex-II. Nepal Telecom reserves right to verify the bidder’s claim as per the Clause No. 29 of this section.

16.2.2.2 The bidder must have 3 deployments in managed service model in at least 3 different telecom operators in at least three (3) different countries. At least one deployment shall be in South Asian County. In order to prove the fulfillment of this requirement, the bidder shall submit user certificates from the telecom operators. The user/client certificate shall include at least all the information as mentioned in Annex-III.

16.2.2.3 Any two (2) of the commercially active (till tender notice published date) deployments undertaken by the bidder shall be for an operator with a total subscriber base (which may include the operator base including all the circles in the same country) in wireless services of at least Fifteen (15) million. Such deployments shall be in satisfactory operation for at least one (1) year till tender notice published date. In order to prove the fulfillment of this requirement, the bidder shall submit satisfactory performance certificate from the Operators. The certificate shall include the information about the customer base (at least 15 million subscribers). The user/client certificate shall include at least all the information as mentioned in Annex-III.
16.2.3 **ISO Certificates**

The Bidder shall submit valid Quality Assurance certificate ISO 9001:2008 series or above certificates of the bidder.

16.2.4 **Turnover**

The Bidder shall have minimum cumulative sales turnover of and above USD 35 million or equivalent NPR of past three (3) consecutive years (any three consecutive years from 2011, 2012, 2013, 2014 and 2015) and shall have at least USD 4.5 million or equivalent NPR net worth in the latest year provided by the bidder which shall be supported by audited financial statements.
16.2.5 **Satisfactory Performance Certificate from Nepal Telecom**

The Bidder, who already provided CRBT 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 **Bidder’s Eligibility**

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

16.3.2 The Bidder shall not be a competitor (including all the service providers licensed by Nepal Telecommunication Authority) of Nepal Telecom in Nepal. The Bidder 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.

16.3.3 The bidder 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 CRBT related services. The declaration letter stating the requirement of this clause shall be submitted along with the Bid proposal.

16.3.4 Bidder 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.

16.3.5 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.

16.3.6 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, 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 Bidder’s experience 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 all the requirements mentioned in Clause No. 16.1, 16.2 and 16.3 of this section individually.

16.3.7 If the Bidder is a joint venture or 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 bidder can submit only one bid 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 shall not be altered without the prior consent of the Purchaser.

16.3.8 In case of joint venture or Consortium, 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 or Consortium has to submit bid security issued in the name of all the partners of such a joint venture.
16.3.9 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.

16.3.10 However, if the bidder wishes, the qualification and equipment field proven-ness of the Bidder (branch/subsidiary company) and qualification and equipment field proven-ness of Bidder’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 bidder (Branch and Subsidiary), Parent and Holding companies individually meet the requirements of Clause No. 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) Authorization to the branch/subsidiary whose product is being offered to submit and sign the bid

b) Company Structure showing the relationship between Parent/ Holding/ Branch/ Subsidiary Companies

16.4 Manufacturer Authorization (not applicable)

16.5 Conflict of Interest

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

(a) have controlling shareholders in common;

(b) receive or have received any direct or indirect subsidy from any of them;

(c) have the same legal representative for purposes of this Bid;

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process;

(e) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

16.6 Any bid not submitted as per the above sub-clauses No. 16.1 to 16.6 of Clause No.16 of this section shall be rejected.

16.7 The user/client certificates that have to be submitted by Bidder 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.

16.8 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 Bid Proposal.

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 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 & 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 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 & Duties and the Technical requirements marked with asterisk (*) will be deemed to be major deviations.

17.2.4 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.

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

17.2.6 Further, if there are several minor deviations to the bid, and if such items constitute major deviation or affect the required purpose of the preliminary requirement, such bid shall be considered as Non Responsive Bid and 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, technical details, catalogues, brochures etc. furnished by each bidder.

17.3.2 If a bid has one or more major deviations, the bid is considered as Non-Responsive Bid and 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 several minor deviations to the bid, and if such items constitute major material deviation or affect the required purpose of module/sub module/technical
requirements, such bid shall be considered as Non Responsive Bid and rejected by the Nepal Telecom and will not substantially be made responsive by the bidder by correction of the nonconformity.

17.3.4 For the verification of Bidder’s Compliance Statement (FC/PC/NC), ONLY THE COMPLIANCE STATEMENTS mentioned in the Original Tender 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 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, the bid is considered as Non Responsive Bid and 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 several minor deviations to the bid, and if such items constitute major material deviation or affect the required purpose of the commercial requirement, such bid shall be considered as Non Responsive Bid and rejected by the Nepal Telecom and will not substantially be made responsive by the bidder by correction of the nonconformity.

17.4.4 For the verification of Bidder’s Compliance Statement (FC/PC/NC), ONLY THE COMPLIANCE STATEMENTS mentioned in the Original Tender 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 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 service.

17.5.2 If arithmetical error found in the Schedule of Revenue Share, the arithmetical error shall be corrected keeping the percentage of sharing offered to Nepal Telecom (Column No. B of Section V: SOP) unchanged.

17.5.3 For the financial comparison purpose the percentage of revenue sharing, which the bidder proposes to Nepal Telecom (Column No. B of Section V: SORS) shall be considered.

17.5.4 Financial evaluation shall be based on the revenue share to Nepal Telecom purposed by the bidder.

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 percentage of revenue share 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 highest percentage of sharing to Nepal Telecom shall be determined as successful Bidder.

17.7.2 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.

17.7.3 If no bidder 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 17.7.3, 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 at the time of signing of contract between the bidder and the Nepal Telecom.

17.7.4 Within Fifteen (15) days of the receipt of notification of award from Nepal Telecom, the successful Bidder shall send its authorized representative 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 (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 bidder shall send its authorized representatives within fifteen (15) days for signing of contract. At the time of signing the contract, the Bidder shall submit a Performance Security in the form of bank guarantee amounting NPR 33,000,000.00
Non-submission of performance security at the time of signing the contract shall lead to the cancellation of the contract.
21 Local Agent

21.1 A foreign Bidder wishing to have or already 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 bidder 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 may also visit manufacturer’ premises during evaluation.

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

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.
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.

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 established that the Bidder/Supplier has committed acts specified in clause 24 of this section,
(b) if the bidder fails to sign an agreement pursuant to clause 20 of this section,
(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,

Corrupt or Fraudulent Practices
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 question.

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 and Manufacturer who already provided or currently providing CRBT System under any contract to Nepal Telecom within last five (5) years, must furnish the Satisfactory Performance Certificate (SPC) for this tender 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.

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.

30 **E-Submission**

30.1 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](http://eproc.ntc.net.np). For e-submission, Bid 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, 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 document with sign and seal. The bidder has to scan all the documents as mentioned in Part-B of Section II into
30.3 The bidder has to submit following three (3) envelopes to Nepal Telecom within seven (7) days from the date of bid opening. Please also refer to clause 9.4 of Section III: Instructions to Bidders (ITB):

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

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

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

30.4 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.

30.5 The bidder who submits bids through e-submission shall submit the Original Copy of Bid Security at the time of Bid Opening. Non submission of Original Copy of Bid Security at the time of Bid opening shall result in the rejection of the Bid.

31 Complain and Review

31.1 If a Bidder, 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 Bidder may give an application for review of the decision to the Office Chief of the procuring entity (Purchaser) with reference to the error or breach of duty committed by the Client. The complaint application should be given within 7 days of receipt of the information regarding the issue of intention to accept letter by the Client. Application, for review of Client’s decision, filed after the deadline shall not be processed

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 Bidder, 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. Together with the review application, the applicant shall furnish a guarantee, in the form of cash or Bank guarantee equivalent to zero point five percent (0.5%) of its quoted bid.
amount, with the validity period of at least ninety (90) days from the date of the filing of the review application.

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 Bidder 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.

31.7 If the claim made by the Bidder pursuant to Clause No 31.3 of this section is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to Clause No 31.3 of this section shall be forfeited.

32 The Bidder shall provide the Supply record of deployments of CRBT Service with the name, address and the contact person information of all the operators in the format as specified in Annex-II.

33 The Bidder 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.

34 The audited Financial Statement of the bidder 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 Bidder 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 bidder shall submit the full details of the technological changes incorporated in the hardware and software of the offered equipment.

End of Section III: Instructions to Bidders (ITB)
Application for Purchase of Tender Document

To: Nepal Telecom
   Nepal Doorsanchar Company Limited
   Wireless Service Directorate (WSD)
   Sajha Bhawan, Pulchowk, Lalitpur, Nepal

Subject: Purchase of Tender Document

We, ________________________________ (Specify name of the Bidder, having office at ______ (Specify Address) have gone through the Bidder’s Eligibility and Equipment Field Proven-ness criteria for Tender Invitation No. [insert name of the contract and identification number] published in daily newspaper “The Gorkhapatra, on ....... “ and in your Website (http://eproc.ntc.net.np) and willing to participate in said Tender Invitation.

Therefore, we are hereby submitting non-refundable fee of NRs. ...... (Nepalese Rupees: ... only) or US$ ... (US Dollars: ... Only) or Euro ... (Euro: ... only) and hereby authorize ________________________________ (Specify Name and Address of Bidder/Agent) to collect the Tender Document on behalf of our company.

Please find below the details of our authorized contact person and kindly request you to make all the correspondences related to Tender No. NDCL/WSD-02/073-74 before the opening of Bids.

Details of the Contact Person for the Correspondences:

Name:
Designation:
Company Name:
Tel:
Fax:
E-mail:

____________________________________
[Signature for and on behalf of Bidder]
[Name] ------------------------
[Designation] ------------------
Date:

Seal of the Company

Signature of Document Collector: ________________________________
Tender No. NDCL/WSD-02/073-74 Caller Ring Back Tone (CRBT) under Managed service on Revenue Sharing Basis