

# **BIDDING DOCUMENT**

**for**

## **PROCUREMENT OF THE SUPPLY, INSTALLATION AND COMMISSIONING OF THE PROBING BASED QUALITY OF SERVICE MEASUREMENT SYSTEM**

**International Competitive Bidding (ICB)  
IFB No. 01/QOSMS/NTA/2021**

**Issued on: 4th February, 2021**

**Bid Document issued to: 4th February, 2021**

**Project Name : Probing based Quality of Service  
Measurement System**

**Office Name : *Nepal Telecommunications Authority***

**Office Address: *Kamaldi, Kathmandu***

# Abbreviations

BDS.....	Bid Data Sheet
BD .....	Bidding Document
DCS.....	Delivery and Completion Schedule
DP .....	Development Partner
EQC .....	Evaluation and Qualification Criteria
GCC .....	General Conditions of Contract
GoN .....	Government of Nepal
ICC.....	International Chamber of Commerce
IFB .....	Invitation for Bids
Incoterms.....	International Commercial Terms
ITB .....	Instructions to Bidders
LGRS .....	List of Goods and Related Services
PAN .....	Permanent Account Number
PPMO .....	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SS .....	Schedule of Supply
TS.....	Technical Specifications
UNCITRAL .....	United Nations Commission on International Trade Law
VAT .....	Value Added Tax

# Table of Contents

## Invitation for Bids

### **PART 1 – Bidding Procedures**

<b>Section I.</b>	<b>Instructions to Bidders</b>	<b>1-1</b>
<b>Section II.</b>	<b>Bid Data Sheet</b>	<b>2-1</b>
<b>Section III.</b>	<b>Evaluation and Qualification Criteria</b>	<b>3-1</b>
<b>Section IV.</b>	<b>Bidding Forms</b>	<b>4-1</b>

### **PART 2 – Supply Requirements**

<b>Section V.</b>	<b>Schedule of Supply</b>	<b>5-1</b>
-------------------	---------------------------	------------

### **PART 3 – Conditions of Contract and Contract Forms**

<b>Section VI.</b>	<b>General Conditions of Contract</b>	<b>6-1</b>
<b>Section VII.</b>	<b>Special Conditions of Contract</b>	<b>7-1</b>
<b>Section VIII.</b>	<b>Contract Forms</b>	<b>8-1</b>

# Invitation for Bids

Nepal Telecommunications Authority (NTA)

## Invitation for Bids for the Supply, Installation and Commissioning of the Probing based Quality of Service Measurement System

Contract Identification No: 01-NTA-QOSMS-2021

Date of Re publication: 4th February, 2021

1. NTA has own fund and part of the proceeds of this fund will be used for payment under the contract for the Supply, Installation and Commissioning of the Probing based Quality of Service Measurement System.
2. NTA invites *electronic* bids from eligible bidders for the procurement of ***Supply, Installation and Commissioning of the Probing based Quality of Service Measurement System under international competitive bidding procedures specified in Public Procurement Act and Regulations.***
3. Eligible Bidders may obtain further information and inspect the bidding documents at the office of Nepal Telecommunications Authority, Kamaladi, Kathmandu, Nepal, Tel: 977-1-4255474, Fax: +977-1-4255250, Email: [ntra@nta.gov.np](mailto:ntra@nta.gov.np), [www.nta.gov.np](http://www.nta.gov.np) or may visit PPMO e-gp system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp).
4. Bidder may download the bidding documents for e-submission from PPMO's e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp). Bidders, submitting their bid electronically, should deposit the cost of USD 100 for bidding document in the following Rajaswa (revenue) account as specified below .

### Information to deposit the cost of bidding document in Bank:

Bank Account No.: 0106011664201

Name of the Account holder: Nepal Telecommunications Authority Page

Name and address of Bank: Nabil Bank Limited, Kathmandu

5. Pre-bid meeting shall be held at Nepal Telecommunications Authority, Kamaladi, Kathmandu, Nepal at 4 March, 2021 at 14:00 Hr.
6. Electronic bids must be submitted to the office Nepal Telecommunications Authority, Kamaladi, Kathmandu, Nepal through PPMO's e-GP system [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) on or before 12:00 Hr on 21 March, 2021. Bids received after this deadline will be rejected.
7. The bids will be opened in the presence of Bidders' representatives who choose to attend at 21 March, 2021 at 12:30 Hr at the office of Nepal Telecommunications Authority, Kamaladi, Kathmandu. Bids must be valid for a period of 120 days counting from the date of bid opening and must be accompanied by a bid security, amounting to a minimum of USD 32,000.00, which shall be valid for 30 days beyond the validity period of the bid.
8. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
9. Nepal Telecommunications Authority will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of Bids.

# **Section I. Instructions to Bidders**

# Section I. Instructions to Bidders

## Table of Contents

<b>A. General</b>	<b>1-Error! Bookmark not defined.</b>
1. Scope of Bid	1-8
2. Source of Funds	1-Error! Bookmark not defined.
3. Fraud and Corruption	1-Error! Bookmark not defined.
4. Eligible Bidders	1-Error! Bookmark not defined.
5. Eligible Goods and Related Services	1-Error! Bookmark not defined.
<b>B. Contents of Bidding Document</b>	<b>1-Error! Bookmark not defined.</b>
6. Site Visit	
7. Sections of the Bidding Document	1-13
8. Clarification of Bidding Document/Pre-Bid Meeting	1-Error! Bookmark not defined.
9. Amendment of Bidding Document	1-14
<b>C. Preparation of Bids</b>	<b>1-Error! Bookmark not defined.</b>
10. Cost of Bidding	1-Error! Bookmark not defined.
11. Language of Bid	1-Error! Bookmark not defined.
12. Documents Comprising the Bid	1-Error! Bookmark not defined.
13. Bid Submission Sheet and Price Schedules	1-Error! Bookmark not defined.
14. Alternative Bids	1-Error! Bookmark not defined.
15. Bid Prices and Discounts	1-15
16. Currencies of Bid	1-Error! Bookmark not defined.
17. Documents Establishing the Eligibility of the Bidder	1-Error! Bookmark not defined.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	1-19
19. Documents Establishing the Qualifications of the Bidder	1-Error! Bookmark not defined.
20. Period of Validity of Bids	1-Error! Bookmark not defined.
21. Bid Security	1-21
22. Format and Signing of Bid	1-Error! Bookmark not defined.
<b>D. Submission and Opening of Bids</b>	<b>1-Error! Bookmark not defined.</b>
23. Sealing and Marking of Bids	1-Error! Bookmark not defined.
24. Deadline for Submission of Bids	1-Error! Bookmark not defined.
25. Late Bids	1-Error! Bookmark not defined.
26. Withdrawal and Modification of Bids	1-Error! Bookmark not defined.
27. Bid Opening	1-Error! Bookmark not defined.

<b>E. Evaluation and Comparison of Bids</b>	<b>1-Error! Bookmark not defined.</b>
28. Confidentiality	1-Error! Bookmark not defined.
29. Clarification of Bids	1-Error! Bookmark not defined.
30. Deviations, Reservations, and Omissions	1-Error! Bookmark not defined.
31. Determination of Responsiveness	1-Error! Bookmark not defined.
32. Nonmaterial Nonconformi-ties	1-Error! Bookmark not defined.
33. Correction of Arithmetical Errors	1-Error! Bookmark not defined.
34. Conversion to Single Currency	1-Error! Bookmark not defined.
35. Margin of Preference	1-Error! Bookmark not defined.
36. Evaluation of Bids	1-Error! Bookmark not defined.
37. Comparison of Bids	1-Error! Bookmark not defined.
38. Post-qualification of the Bidder	1-Error! Bookmark not defined.
39. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids	1-Error! Bookmark not defined.
<b>defined.</b>	
<b>F. Award of Contract</b>	<b>1-Error! Bookmark not defined.</b>
40. Award Criteria	1-Error! Bookmark not defined.
41. Purchaser’s Right to Vary Quantities at Time of Award	1-Error! Bookmark not defined.
42. Notification of Intention to Award	1-Error! Bookmark not defined.
43. Performance Security	1-30
44. Signing of Contract	1-Error! Bookmark not defined.
45. Complaint and Review	1-Error! Bookmark not defined.
46. Provision of PPA and PPR	

## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

1.1 The Purchaser **indicated in the BDS** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the **BDS**.

1.2 Throughout this Bidding Document :

(a) the term “in writing” means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) “day” means calendar day.

#### 2. Source of Funds

2.1 DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) **indicated in the BDS** toward the cost of the project **named in the BDS**. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

Or

GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency **indicated in the BDS** plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.

#### 3. Fraud and Corruption

3.1 The Government of Nepal (GoN) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of



such contracts. In this context , the Purchaser;

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) “obstructive practice” means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below.

(cc) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(dd) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

1.2 The Bidder shall not carry out or cause to carryout 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 Employer the benefit of open competitive bid price,
- (g) contacting the Employer with an intention to influence the Employer 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.

1.3 PPMO on the recommendation of the Purchaser may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct including the following grounds and seriousness of the act committed by the bidder:

- (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

1.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.

1.5 The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.

1.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.

- (aa) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (bb) will cancel the portion of the loan/ credit/ grant allocated to a

contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.

**3.6 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.**

## **2. Eligible Bidders**

2.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- (a) all parties to the JV shall be jointly and severally liable; and
- (b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

2.2 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; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this Bid; or
- (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; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) 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.

2.3 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.

2.4 Government-owned enterprises in Nepal shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser.

2.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

2.6 Firms shall be excluded in any of the cases, if

(aa) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.

(bb) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;

(cc) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.

2.7 **DP Funded:** A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP.

2.8 Domestic Bidders shall be eligible only if the bidder has obtained Permanent Account Number (PAN), Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of income return **as stated in BDS** from the Inland Revenue office. Foreign Bidders shall be eligible only if the bidder submits the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement.

### **3. Eligible Goods and Related Services**

3.1 **DP Funded:** If so required in the **BDS**, all goods and related services to be supplied under the contract and financed by DP, shall have as their country of origin an eligible country of the DP.

5.1 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the

related services are supplied.

5.2 The origin of goods and services is distinct from the nationality of the Bidder.

4. Site Visit
- 4.1 For goods contracts requiring installation/ commissioning networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.
- 4.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 4.3 The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Contents of Bidding Document**

5. Sections of the Bidding Document
- 5.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

### **PART 2 Supply Requirements**

- Section V. Schedule of Supply

### **PART 3 Conditions of Contract and Contract Forms**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

5.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

5.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.

5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

**6. Clarification of Bidding Document/Pre-Bid Meeting**

6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit specified in the **BDS** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB **9** and **24.2**.

6.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date and time as specified in the **BDS** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB **9** and ITB **24.2**.

**7. Amendment of Bidding Document**

7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**

**C. Preparation of Bids**

**8. Cost of Bidding**

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**9. Language of Bid**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed

literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**10. Documents  
Comprising the  
Bid**

10.1 The Bid shall comprise the following:

- (aa) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses **13, 15, and 16**;
- (bb) Bid Security, in accordance with ITB **21**;
- (cc) alternative bids, if permissible, in accordance with ITB **14**;
- (dd) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB **22**;
- (ee) **documentary** evidence in accordance with ITB **17** establishing the Bidder's eligibility to bid;
- (ff) **documentary** evidence in accordance with ITB Clauses **18 and 31**, that the Goods and Related Services conform to the Bidding Document;
- (gg) **documentary** evidence in accordance with ITB **19** establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (hh) **any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO ,required in the BDS.**

**11. Bid  
Submission Sheet  
and Price  
Schedules**

11.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in **Section IV, Bidding Forms**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in **Section IV, Bidding Forms**.

**12. Alternative  
Bids**

12.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.

**13. Bid Prices  
and Discounts**

13.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

13.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the

prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB **32.3**

13.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.

13.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.

13.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or **as specified in the BDS.**

13.6 Prices shall be quoted as specified in each Price Schedule included in **Section IV, Bidding Forms.** The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:

(aa) For Goods manufactured in Nepal :

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties, Value Added Tax and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;

(ii) Value Added Tax and all other taxes applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**

.

(bb) For Goods manufactured outside Nepal, to be imported:

i. the price of the goods quoted CIF (named port of destination), or CIP(border point), or CIP(named place of destination), named place of destination as specified in the BDS;

i. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of



destination to their final destination (Project Site) specified in the **BDS**;

**i.** in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;

(c) For Goods manufactured outside Nepal, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.

(d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the local currency cost component of each item comprising the Related Services; and

(ii) the foreign currency cost component of each item comprising the Related Services,

inclusive of all custom duties, Value Added Tax and other taxes applicable in the Purchaser's country, payable on the

related services ,if the contract is awarded to the Bidder.:

13.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB **15.4**, provided the bids for all lots are submitted and opened at the same time.

#### **14. Currencies of Bid**

14.1 Bid prices shall be quoted in the following currencies:

(aa) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the Nepalese currency.

(bb) All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.

#### **15. Documents Establishing the Eligibility of the Bidder**

15.1 To establish their eligibility in accordance with ITB 4, Bidders shall:

(aa) complete the eligibility declarations in the Bid Submission Sheet, included in **Section IV, Bidding Forms**; and

(bb) if the Bidder is an existing or intended JV in accordance with ITB **4.1** , submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be

signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

15.2 Bidders, applying for eligibility for domestic preference as indicated in ITB 35 shall submit the certification of country of origin issued by authorized agency to satisfy the offered goods are produced in Nepal as described in section III, Evaluation and Qualification Criteria.

**16. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**

16.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in **Section V, Schedule of Supply**.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of **Section V, Schedule of Supply**.

16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in **Section V, Schedule of Supply**.

**17. Documents Establishing the Qualifications of the Bidder**

17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in **Section III, Evaluation and Qualification Criteria**.

17.2 If so required in the **BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in **Section IV, Bidding Forms** to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.

17.3 If so **required in the BDS**, a Bidder that does not conduct

business within Nepal shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

17.4 A foreign Bidder wishing to have or already having a local agent shall state the following:

- a. Name and address of the Agent/Representative,
- b. The Agent/Representative providing type of services,
- c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,
- d. Other agreement with Agent/Representative, if any,
- e. Bidder 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:

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

17.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its 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 blacklist such bidder in accordance with ITB 3.3.

## **18. Period of Validity of Bids**

18.1 Bid shall remain valid for a period **specified in the BDS** after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid

validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.

## 19. Bid Security

19.1 Unless otherwise *specified in the BDS*, the Bidder shall furnish as part of its bid, in original form, a Bid Security *as specified in the BDS*.

19.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be in any of the following forms at the Bidder's option:

(aa) **original copy of an unconditional bank guarantee from reputed commercial foreign bank or;**

(bb) **original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal or;**

(cc) **original copy of cash deposit voucher in the Purchaser's Account as *specified in BDS*.**

In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in *Section IV, Bidding Forms*. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

A bid security issued by foreign bank must be counter – guaranteed by an **Commercial Bank or Financial Institution** eligible to issue Bank Guarantee as per prevailing Law in Nepal acceptable to the Purchaser.

19.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive.

19.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 43.

19.5 If a Bid Security is specified pursuant to ITB **21.1**, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

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

(bb) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB **44**; or

(ii) furnish a Performance Security in accordance with ITB **43**.

19.7 The Bid Security of a 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 as named in the letter of intent mentioned in ITB **17.1**.

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

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number *specified in the BDS* and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be attached with the Bid.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

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

### **21. Submission, Sealing and Marking of Bids**

21.1 Bidders may always submit their bids by mail or by hand or by courier. When so *specified in the BDS*, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures *specified in the BDS*.

21.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative

bids, if permitted in accordance with ITB **14**, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB **23.3** and **23.4**.

21.3 The inner and outer envelopes shall:

- (aa) bear the name and address of the Bidder;
- (bb) be addressed to the Purchaser in accordance with ITB **24.1**;
- (cc) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the **BDS**; and
- (dd) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING", in accordance with ITB **27.1**.

21.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Purchaser at the address and no later than the date and time *indicated in the BDS*.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB **24**. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal and Modification of Bids**

24.1 A Bidder may withdraw or modify its Bid after it has been submitted by sending a written Notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB **22.2** (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the respective written Notice. All Notices must be:

- (aa) submitted in accordance with ITB Clauses **22** and **23** (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked

“Withdrawal”, or “Modification”; and

(bb) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

24.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

24.3 No Bid shall be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

24.4 Sealed envelope pursuant to ITB 26.1 shall be opened only on the date and time of opening of bid.

26.5 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.

26.6 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.

## 25. Bid Opening

25.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time specified in the **BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the **BDS**.

25.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for “WITHDRAWAL”, or “MODIFICATION” of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked “WITHDRAWAL” shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. 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.

25.3 All other envelopes shall be opened one at a time, and the



following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB **25.1**.

25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

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

**26. Confidentiality** 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB **44. 2**.

26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB **28.2**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

**27. Clarification of Bids** 27.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the

Purchaser in the evaluation of the Bids, in accordance with ITB 33.

**28. Deviations, Reservations, and Omissions**

28.1 During the evaluation of bids, the following definitions apply:

(aa) “Deviation” is a departure from the requirements specified in the Bidding Document;

(bb) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(cc) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Determination of Responsiveness**

29.1 The Purchaser’s determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(aa) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in **Section V, Schedule of Supply**; or

(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or

(bb) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of **Section V, Schedule of Supply** have been met without any material deviation or reservation.

**31.4** In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder’s bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.

**30. Non-material Non-conformities**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or

documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in **Section III, Evaluation and Qualification Criteria.**

30.4 If minor differences are found such as in technical specification, description, feature which do not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.

30.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of minor differences pursuant to ITB 32.4, such bid shall be considered ineffective in substance and shall not be considered for evaluation.

### **31. Correction of Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(aa) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(bb) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(cc) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security shall be forfeited..

### **32. Conversion to Single Currency**

32.1 For evaluation and comparison purposes, the price quoted in different currency(ies) of the bid shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra

Bank and on the date of bid opening.

**33. Domestic Preference**

33.1 Unless otherwise **specified in the BDS**, domestic preference shall be a factor in bid evaluation.

**34. Evaluation of Bids**

34.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

34.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in **Section III, Evaluation and Qualification Criteria**. No other criteria or methodology shall be permitted.

34.3 To evaluate a Bid, the Purchaser shall consider the following:

(aa) evaluation will be done for Items or Lots, as **specified in the BDS**; the bid price as quoted in accordance with ITB 15;

(bb) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

(cc) price adjustment due to discounts offered in accordance with ITB 15.4; and

(dd) price adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in **Section III, Evaluation and Qualification Criteria**. These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise **specified in Section III Evaluation and Qualification Criteria**.

(ee) price adjustment due to the application of a margin of preference in accordance with ITB clause 35.

34.4 The Purchaser's evaluation of a bid will exclude and not take into account:

(aa) in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;

(bb) in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and

(cc) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

34.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in

accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

34.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

**36.7** In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.

**35. Comparison of Bids**

35.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB **36**.

**36. Post-qualification of the Bidder**

36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB **19**.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

## F. Award of Contract

- 38. Award Criteria** 38.1 The Purchaser shall select for awarding the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's Right to Vary Quantities at Time of Award** 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in **Section V, Schedule of Supply**, provided this does not exceed the percentages **indicated in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 40. Notification of Intention to Award** 40.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB **40.1** within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and the information regarding name, address and bid amount of the selected bidder shall be given to all other bidders using the "Letter of Intention" form included in Section VIII. **Contract Forms**
- 40.2 If no bidder submits an application pursuant to ITB **45.1** within a period of seven days of providing the notice under ITB **42.1**, the Purchaser shall accept the bid selected in accordance with ITB **40.1** prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.
- 40.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
- 41. Performance Security** 41.1 Within Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.
- i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
- ii) For the bid price of the bidder selected for acceptance is more than

15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:

**Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.**

The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

#### **42. Signing of Contract**

42.1 The successful Bidder shall sign the contract in the form included in **section VIII** after the submission of performance security in accordance with **ITB 43**.

42.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, the contract award results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.

42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with **ITB 42.2**, requests in writing the grounds on which its bid was not selected

#### **43. Complaint and Review**

43.1 If a Bidder,, is not satisfied with the procurement process or Client's decision provided as per **ITB 42.1** 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

43.2 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 ITB **45.1**:

- (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.

43.3 If the Bidder, who has submitted the complaint application, is not satisfied with the decision of the Office Chief in accordance with ITB **45.2**, or the decision by the Office Chief is not given within five (5) days of receipt of the complaint application pursuant to ITB **45.1**, 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 provided that its bid amount is above the amount **specified in the BDS.** Together with the review application, the applicant shall furnish a guarantee, in the form of cash or Bank guarantee equivalent to one percent (1%) 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.

43.4 Late application filed after the deadline pursuant to ITB **45.3** shall not be processed

43.5 The Public Procurement Review Committee, shall give its decision within 30 days after receiving the review application filed pursuant to ITB 45.3 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.

43.6 If the claim made by the Bidder pursuant to ITB **45.3** is justified, the Review Committee shall return the security deposit to the applicant, pursuant to ITB **45.3**, within seven (7) days of the Public Procurement Review Committee's decision.

43.7 If the claim made by the Bidder pursuant to ITB **45.3** is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB **45.3** shall be forfeited.

#### **44. Provision of PPA and PPR**

44.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provisions of this document shall be void to the extent of such inconstancy and the provisions of PPA and PPR shall prevail.



## **Section II. Bid Data Sheet**

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	<p>Name of the Purchaser: <b>Nepal Telecommunications Authority (NTA)</b></p> <p>Name and identification number of the contract: <b>Supply, Installation and Commissioning of the Probing based Quality of Service Measurement System under IFB No. 01-NTA-QOSMS-2021</b></p>
<b>ITB 2.1</b>	<p>Name of the Project: <b>Probing based Quality of Service Measurement System</b></p> <p>Implementing Agency: <b>Nepal Telecommunications Authority</b></p> <p>Funding : <b>PE's own resource</b></p>
<b>ITB 2.1</b>	<p>Name of Contract/s:</p> <p><b>Supply, Installation and Commissioning of the Probing based Quality of Service Measurement System under IFB No. 01-NTA-QOSMS-2021</b></p>
<b>ITB 4.3</b>	<p>A list of debarred firms is available at <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a></p>
<b>ITB 4.8</b>	<p>Tax clearance certificate or proof of submission of income return for 2076/77</p> <p>The foreign Bidder shall declare to submit following documents at the time of contract agreement : VAT Registration</p> <p>Resident foreign bidder shall submit PAN/VAT certificate and tax clearance certificate at the time of bid submission.</p>
<b>ITB 5.1</b>	<p>Bidders from the following countries are not eligible: <b>Not Applicable</b></p>
<b>B. Bidding Document</b>	
<b>ITB 8.1</b>	<p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p>For <b>clarification purposes</b> only, the Purchaser's address is:</p> <p>Attention: <b>Chairman</b>, Nepal Telecommunications Authority</p> <p>Name of the Purchaser: Nepal Telecommunications Authority</p> <p>City/Town: Kamaladi, Kathmandu</p> <p>District: Kathmandu,</p> <p>Country: Nepal</p> <p>Telephone: +977-1-4255474</p> <p>Facsimile Number: +977-1-4255250</p>

	Electronic Mail Address: ntra@nta.gov.np
<b>ITB 8.1</b>	The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10 days prior to the deadline date for submission of bid.
<b>ITB 8.2</b>	A Pre-Bid meeting " <b>shall take place at the following date, time and place</b> ": <b>Date: 4 March 2021</b> <b>Time: 14:00 Hrs</b> <b>Place: Meeting Hall, Nepal Telecommunications Authority</b>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	The language of the Bid is: English
<b>ITB 12.1 (h)</b>	The Bidder shall submit the following additional documents with its Bid: (i) Self declaration letter of authenticity of submitted documents (ii) Tender Document purchased from NTA with Seal and Sign on each and every Pages with Compliance Statement on each and every clause of technical specification.
<b>ITB 14.1</b>	Alternative Bids " <i>shall not be</i> " permitted
<b>ITB 15.5</b>	The Incoterms edition is: <i>Incoterms 2000 or recent versión of Incoterms</i>
<b><u>ITB 15.6 (b) i</u></b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterm: CIP Custom entry point for all goods are India/Nepal border of Joghani/Biratnagar, Raxaul/Birgunj, Sunauli/Bhairahawa, Rupadiya/Nepalgunj, Gaurifanta/Dhangadi, China/Nepal border of Zhangmu (Khasa)/Tatopani, Keryrong/Rasuwa (Timure). Thribhuvan International Airport (TIA), Kathmandu
<b>ITB 15.6 (b) ii and (c) (v)</b>	Final Destination(Project Site): Nepal Telecommunications Authority (NTA)
<b>ITB 15.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Nepal shall be quoted: N/A.
<b>ITB 15.7</b>	The prices quoted by the Bidder <i>shall not</i> be adjustable.
<b>ITB 15.8</b>	N/A
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts):As per Technical Specification
<b>ITB 19.2</b>	Manufacturer's authorization is: " <i>required</i> " : A Manufacturer's Authorization letter is only required for the following items:

	<p>(i) Probe for mobile Network</p> <p>(ii) Probe for Mobile/Broadband Network</p> <p>(iii) SIM Multiplexer/ Server</p> <p>(iv) Voice Call Terminating Unit</p> <p>(v) Central Server</p>
<b>ITB 19.3</b>	<p>After sales service is: "required"</p> <p>If required, the Bidder shall include with its bid, evidence that it will be represented by an Agent in the country.</p>
<b>ITB 20.1</b>	<p>The bid validity period shall be <b>120</b> days.</p>
<b>ITB 21.1</b>	<p>A Bid Security is required;</p> <p>The amount and the currency of the Bid Security shall be:US\$ 32,000.00 (In word Thirty Two Thousand only)</p>
<b>ITB 21.2</b>	<p>If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account:</p> <p>Account Name: Nepal Doorsanchar Pradhikaran Deposit A/C Account Number:1703217500409</p> <p>Bank Name: Nabil Bank Ltd</p> <p>Swift Code:NARBNPKA</p> <p>If the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, the bidder should submit the original copy of the guarantee along with the bid.</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>In addition to the original of the Bid, the number of copies is: <b>Only Electronic Submission.</b></p>
<b>ITB 23.1</b>	<p>Bidders "<i>shall</i>" submit their bids electronically.</p>
<b>ITB 23.1</b>	<p>If bidders submit their bids electronically, the electronic bidding submission procedures shall be:</p> <p>(a) Bidders submit their bids electronically, the electronic bidding submission procedures shall be: Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.</p> <p>i.The bidder is required to register in the e-GP system <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a> following the procedure specified in e-GP guideline.</p>

- i. Interested bidders may either purchase the bidding document from the Purchaser 's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.
- i. The registered bidders need to maintain their profile data required during preparation of bids.
- v. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.
- v. The bidder can prepare their bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.
- i. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.
- i. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

**The required forms and documents shall be part of bids.**

No.	Document	Requirement	Remarks
1.	Letter of Bid	Mandatory	PDF
2.	Bid Security	Mandatory	PDF
3.	Company registration	Mandatory	PDF
4.	VAT registration	Mandatory for domestic bidders	PDF
5.	Business Registration Certificate	if required, Mandatory	PDF
6.	Tax clearances certificate or evidence of tax return submission or extension of time	Mandatory for domestic bidders	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Bank Voucher for cost of bid document	Mandatory	PDF
9.	Joint venture agreement	Mandatory in case of JV Bid	PDF
10.	Completed Price Schedule	Mandatory	PDF or Web Forms
11.	Qualification Documents	Mandatory	PDF
12.	Technical specifications	Mandatory	PDF or Web Forms
13.	Delivery and Completion Schedule	Mandatory	PDF or Web Forms
14.	Additional Documents specified in ITB 12.1 (h)	If applicable	PDF

	<p>i. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.</p> <p>k. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.</p> <p>k. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</p> <p>aa) The e-submitted bids must be readable through PDF reader.</p> <p>bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e-submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility.</p> <p>When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p>
<b>ITB 23.3 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: <b>N/A</b>
<b>ITB 24.1</b>	<p>The address and deadline for bid submission is:</p> <p>Place: <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a></p> <p>Date: 21 March, 2021</p> <p>Time: 12:00 Hr (Local Time)</p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at:</p> <p>Place: Meeting Hall, Nepal Telecommunications Authority, Kamladi, Kathmandu</p> <p>Date: 21 March, 2021</p> <p>Time: 12:30 Hr (Local Time)</p>
<b>ITB 27.1</b>	If electronic bid submission is permitted in accordance with ITB 22.1, the specific bid opening procedures shall be: <b>Not Applicable</b>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 35.1</b>	Domestic preference “ <i>shall not</i> ” be a bid evaluation factor.
<b>ITB 36.3 (a)</b>	<b><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></b>

<b>ITB 36.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>No</i></p> <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <i>No</i>.</p> <p>(d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid: <i>No</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment: <i>No</i></p> <p>(f) the performance and productivity of the equipment offered; <i>No</i>.</p>
<b>ITB 36.6</b>	Bidders “ <i>shall not</i> ” be allowed to quote separate prices for one or more lots.
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>
<b>ITB 45.3</b>	<p>No application can be submitted before the Review Committee for review against the decision made by the <u>Office Chief of the Procuring Entity</u> (Purchaser) for the bid amount less than the value of Twenty Million (NRs. 20,000,000)</p>

## **Section III. Evaluation and Qualification Criteria**

The purpose of the Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Bids and post-qualify the lowest-evaluated Bidder. The Purchaser must prepare the EQC and include it as a part of the Bidding Document. The EQC is not a Contract document and, therefore, it is not a part of the Contract.



# **Section III. Evaluation and Qualification Criteria**

## **Table of Criteria**

### **1. Evaluation Criteria**

#### **1.1 Technical Criteria**

#### **1.2 Domestic Preference**

#### **1.3 Economic Criteria**

#### **1.4 Multiple Contracts**

### **2. Qualification Criteria**

# 1. Evaluation Criteria

## 1.1 Technical Criteria

These criteria should specify the minimum technical level that the Goods and Related Services shall have in order to comply with the Section V. Schedule of Requirements. Whenever possible, these criteria should be evaluated on a pass–fail system, with a minimum acceptable level for each criteria enumerated.

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. An example of such non-substantive deficiency is the case of an auxiliary motor of which the power rating falls short of that specified, or a proposal to supply cross-ply tires for a vehicle instead of radial-ply as specified. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the nonconforming items or components deducted.

***“The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section V. Schedule of Requirements shall be evaluated. The Procuring Entity will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids”***

## 1.2 Domestic Preference

If the BDS so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in Nepal, The nationality of the manufacturer or supplier is not a condition for such eligibility. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

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

(a) **Group A:** bids exclusively offering goods manufactured in for which (i) labor, raw material, and component from within Nepal account for 30 percent or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/ assembling such goods at least since the time of bid submission.

(b) **Group B:** all other bids offering goods manufactured in Nepal.

(c) **Group C:** bids offering goods manufactured outside Nepal that have been already imported or that will be directly imported.

### 1.2.1 Method A

1. The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or component purchased in the domestic market or imported, but shall exclude the value added tax and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on DDP or CIP (place of destination), which is inclusive of transportation, insurance, customs duties and other import taxes already paid or to be paid.

2. In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the lowest, it shall be selected for the award.

3. If as a result of the comparison under paragraph three above, the lowest evaluated bid is a bid from group C, the lowest evaluated bid from group C shall be further compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group C, for the purpose of this further comparison only, an amount equal to fifteen (15%) percent of the DDP or CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.

### **1.3 Economic Criteria**

The economic criteria are most important when evaluating a Bid. In most cases, they are the only criteria for evaluating Bids that have passed the technical evaluation. Price, however, may not be the only criterion, as there could be other criteria that may be expressed in monetary terms. For energy consuming equipment and facilities, adjustment for efficiency over and above the minimum functional guarantees specified in the specifications (e.g. generators, pumps), losses (e.g. transformers), and future operating costs of the equipment may be taken into account in the determination of the evaluated Bid Price. The financial cost for these adjustments (added to or deducted from the Bid Price as the case may be) shall be made only when it is specified in the Bidding Document that these functional guarantees and projected operating costs are factors in bid evaluation. The methods of calculation for these evaluation factors shall be clearly specified in the Bidding Document. Deviations from the specified manner of cost calculation shall not be introduced.

**Examples of such criteria appear below:**

1

2

3

#### **1.3.1 Adjustment for Scope**

##### **1.3.1.1 Local Handling and Inland Transportation**

If the Procuring Entity wishes to consider during bid evaluation the costs for inland transportation, insurance, and other services within Nepal incidental to delivery of the goods to their final destination, then the Procuring Entity must define these service items in Section V. Schedule of Requirements, List of Goods and Related Services; and

Bidders must be required to quote for these service items as part of their bid price in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms.

In such case, the following provision should be used:

*“Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section V. Schedule of Requirements, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Procuring Entity on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to CIP price.”*

#### **1.3.1.2 .Minor Omissions or Missing Items**

The cost of minor omissions or missing items in the scope of supply, services, etc. should be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming Bids. The price adjustment should be based on the fair price of the omitted item. The most frequently used methods assign to the missing item a price:

equal to the highest price quoted for the same item by the other Bidders; or

equal to the average price quoted for the same item by the other Bidders; or

estimated by the Procuring Entity.

Of these three methods the Procuring Entity should preferably use (i) or (ii), as Bidders frequently challenge (iii) because of its lack of transparency.

*“Pursuant to Sub-Clause 30.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.”*

#### **1.3.2 Adjustment for Deviations from the Terms of Payment**

The Procuring Entity must state here whether deviations from the terms of payment as specified in Special Conditions of Contract, Sub-Clause 16.1, are permitted or not. If permitted, the Procuring Entity shall evaluate deviations from the terms of payment in the following manner. The Procuring Entity shall first evaluate the Bids based on the terms of payment specified in the Special Conditions of Contract, Clause 16.1. The Procuring Entity shall then add an adjustment to the Bid Price to take into account the differences in cash flows. The adjustment shall be calculated as the discounted cash flow of the incremental payments of the alternative compared with those of the terms of payment specified by the Procuring Entity.

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

#### **1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule**

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section V. Schedule of Requirements. The Procuring Entity must state here whether deviations from the specified Delivery and Completion Schedule are permitted or not. If permitted, the

Procuring Entity shall evaluate deliveries by adding the corresponding price adjustment in accordance with the procedure outlined below.

*“Deviations from the Delivery and Completion Schedule specified in Section V. Schedule of Requirements, are not permitted.”*

#### **1.3.4 Operating and Maintenance Costs**

The Operating and Maintenance costs (O&M) need to be taken into account for bid evaluation purposes when such costs over the life cycle of the Goods represent an important cost in relation to the capital or investment cost of the Goods. Different technologies may involve large variations in the capital costs of the Goods and the costs associated with their O&M. Normally, more elaborate technologies and materials used in the manufacturing of the Goods involve higher investment costs and lower O&M costs. O&M costs are evaluated at their present value over the life cycle of the Goods and then added to the price of the Goods.

Typical O&M cost factors for calculation are:

(a) Number of years for initial period of operation. It is recommended that the initial period of operation does not exceed the usual period before a major overhaul of the Goods is required, usually between five and ten years. The load or working cycle (hourly, daily, monthly, seasonal) of the Goods shall be as specified by the Procuring Entity).

(b) Operating costs such as fuel, electricity, spare parts, labour and/or other inputs required for the operation of the Goods.

(c) Rate, in percent, to be used to discount to present value, all of the annual future costs calculated under (b) above for the period specified in (a).

#### **1.3.5 Spare Parts**

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

*“The list of items and quantities of (... specify spare parts, tools, major assemblies, and selected components), likely to be required during the initial period (... specify period) of operation is indicated in Section V. Schedule of Requirements. The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price.”*

#### **1.3.6 Performance and Productivity of the Goods**

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in Section V. Schedule of Requirements, and the corresponding value guaranteed by the Bidder in its Bid. Choose and insert one of the following:

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or

efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 36.3(d).

**or**

(ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3(d).

### **1.3.7 Specific additional Criteria**

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS sub clause 36.3(d)

### **1.4 Multiple Contracts: Not Applicable**

If Goods and Related Services are grouped in multiple lots, the following provision must be used:

[Insert: "Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot, or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts."]

If a Bidder submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to ***[Purchaser to list here the qualifying requirements set for individual contracts/lots, i.e., production capacity, size of operation]***.

# Qualification Criteria

## Qualification Requirements:

Following qualification requirement as needed

- a) The offered goods/equipment shall be latest and in current production for a minimum of 2 years. If the offered model is a new, the manufacturer must have experience in producing the similar model for a minimum of 2 years.
- b) The bidder shall furnish a list of users who had purchased same/similar goods/equipment in last 3 years, and number of equipment sold to them, the contract amount. They will be used as references to check the performance of the offered model, if necessary.
- c) Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification.
- d) No bid will be considered if the offered quantity is different from that specified in the Technical Specification.
- e) An agent shall submit bids on behalf of more than one manufacturer but separate complete bids including bid security shall be submitted for each manufacturer.
- f) The Bidder shall submit satisfactory performance certificate for at least two same or similar type of project experience in which at least one in National telecom regulator in last three years. The Bidder can use manufacturers' credentials.
- g) The minimum supply value of goods under a single contract in the last three years shall be US \$ 700,000.00 (Seven hundred thousand).
- h) The minimum amount of liquid assets or working capital or credit facility shall be US \$ 1.00 (one) million.
- i) The networth of the Bidder shall be positive.
- j) All pending claims, arbitration, or other litigation shall represent in total not more than 50 (fifty) percent of the Bidder's net worth.
- k) The Bidder shall provide the record that the product from the manufacturer supports all available technology and shall be compatible with emerging new technologies including 5G technology. The Bidder can use manufacturers' credentials.
- l) The Bidder shall acquire an exclusive authorization for this bid and shall provide the required technical and AMC for the next 4 year if needed.
- m) The Bidder must be ready to provide one technical expert for three months to operate and train the staff of NTA.
- n) The Bidder who has supplied *billing network system and telecom billing system* to the mobile service operators in Nepal is not eligible to participate in the Bidding process.
- o) The Bidder must have average annual Revenue of 1,500,000.00 (One million and Five hundred thousand) US \$ in last three years.
- p) The Bidder must be ISO certified.
- q) The Bidder must provide commitment letter for Proof of Consent (PoC) to demonstrate that the features and requirements are complied as per Technical Specification.

# Section IV. Bidding Forms

## Table of Forms

**Bid Submission Form**

**Bidder's Information Form.....**

**Joint Venture Information Form .....**

**Financial Situation Form**

**Average Annual Turnover Form**

**Financial Resources Form**

**Pending Litigation Form**

**Specific Experience Form**

**Bid Security**

**Manufacturer's Authorization Letter**

**Price Schedule For Goods**



## a. Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

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

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts];*

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in the amount of .....percent of the Contract Price for the due performance of the contract.

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 4.3;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

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

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*  
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

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

## **b. Bidder Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  € Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  € In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  € In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## **c. Joint Venture Partner Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*  
ICB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2.	JV's Party legal name: <i>[insert JV's Party legal name]</i>
3.	JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4.	JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5.	JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6.	JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  € Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  € In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## d. Financial Situation Form

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years (in NRs)		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>

### Information from Balance Sheet

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

### Information from Income Statement

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

### **e. Average Annual Turnover Form**

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported. Each Bidder or member of a JV must fill in this form.

<b>Year</b>	<b>Amount (in NRs)</b>
<b>Average Annual Turnover</b>	

## **f. Financial Resources Form**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (in NRS)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		

**Note : If Bidder's proposed source of financing is Line of Credits, the letter from the Bank must be in the prescribed format and stated details/terms and conditions as per the Bid Forms "Letter of Commitment for Bank's Undertaking for Line of Credit"**

**g. Pending Litigation Form**

Each Bidder or member of a JV must fill in this form

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth



## h. Specific Experience Form

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

IFB No.:

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract	Information		
Contract Identification	_____		
Award date _____			
Completion date _____			
_____			
Role in Contract	• Contractor	• Management Contractor	• Subcontractor
Total Contract amount	_____		Currency _____
Description of the Works performed by the Bidder	_____		
If partner in a JV or subcontractor, specify participation of total Contract amount	_____ %	_____	Currency _____
Purchaser's Name:	_____		
Purchaser's Address:	_____		
Purchaser's Telephone/fax number: _____			
Purchaser's E-mail _____			
_____			

The Bidder shall complete this form for each contract completed/in progress

## 9. Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

## 10. Letter of Commitment for Bank's Undertaking for Line of Credit

***Bank's Name, and Address of Issuing Branch or Office***

***(On Letter head of the commercial bank or Financial Institution)***

Invitation for Bids No:

Date:

Contract No:

Name of Contract :

To:

***[Name and address of the Procuring Entity]***

**CREDIT COMMITMENT No: *[insert number]***

We have been informed that *[name of Bidder]* (hereinafter called "the Bidder") intends to submit to you its Bid (hereinafter called "the Bid") for the execution of the Contract of ***[description of Contract]*** under the above Invitation for Bids (hereinafter called "the IFB").

Furthermore, we understand that, according to your conditions, the Bidder's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Bidder, we *[name and address of the Bank]* do hereby agree and undertake that *[name and address of the Bidder]* will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Contract viz. *[insert name of the Contract]*, for an amount not less than NRs .....*[in figure]* ( *in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until ***[Insert "Initial Contract Period"]*** months by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature

Signature

## 11- Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# Price Schedules

## Goods Manufactured Outside the Nepal, to be Imported

(Group C bids, goods to be imported)								Date: _____
Currencies in accordance with ITB Sub-Clause 15								ICB No: _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 15.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Nepal to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Note : Please Proper Incoterm as mentioned in BDS							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

## Price Schedule: Goods Manufactured Outside Nepal, already imported

(Group C bids, Goods already imported)

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

ICB No: \_\_\_\_\_

Currencies in accordance with ITB Sub-Clause 16

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.6(c)(i), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Nepal to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Nepal]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# Price Schedule: Goods Manufactured in Nepal

(Group A and B bids)								Date: _____	
Currencies in accordance with ITB Sub-Clause 16								ICB	No: _____
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Nepal % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
<b>Total Price</b>									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*



## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 16						Date: _____ _____ ICB No: _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Nepal to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price and currency per item]</i>	<i>[insert total price and currency per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**Notes :**

Column 5 and 6: Currencies in accordance with ITB Clause 16

Prices are to be quoted inclusive of all custom duties, sales and other similar taxes applicable in Nepal and payable on the Related Services, if the Contract is awarded to the Bidder

# Price Schedule: Goods Manufactured Outside Nepal, to be Imported

(Group C bids, goods to be imported)							Date: _____	ICB No: _____
Currencies in accordance with ITB Sub-Clause 15							Alternative No: _____	Page N° _____ of _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 15.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Nepal to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

## **Section V. Schedule of Requirements**

### **Contents**

<b>1.List of Goods and Related Services</b>	<b>Error! Bookmark not defined.</b>
<b>2.Delivery and Completion Schedule</b>	30
<b>3. Technical Specifications</b>	<b>Error! Bookmark not defined.</b>
<b>4. System Architecture and Drawing</b>	68
<b>5. Issuance of Certificates</b>	70

# 1. List of Goods and Related Services

## A. List of Goods

S. N.	Description	Country of Origin	Unit/Nos.
1.	Probe with at least 3 measurement unit per chassis (SW+HW) and communication interfaces for SIM Multiplexer/SIM Server such that each unit supports 2G/3G/LTE/LTE-A (Voice & Data).		4
2.	Ethernet based Probing system (HW+SW) for Broadband with LAN Interface 10/100/1000.		1
3.	SIM Multiplexer/ Server to store SIMs centrally with capacity to host at least 75 SIMs and expandable when required. The SIM Multiplexer/ Server must support all kinds of SIMs like Micro- and Nano. The SIM Multiplexer/ Server must have hot swap SIM Card replacement feature.		1
4.	Voice Call Terminating Unit.		1
5.	Central Server (for User Interface, Database and all required Test Software).		1
6.	VPN server (to connect fixed measurement units, probes).		1
7.	Basic test scenarios: Network Registration, Location update.		1
8.	Basic Voice call tests: 2G, 3G, CSFB, VoLTE, VoWifi.		1
9.	Basic Data DL/UL tests.		1
10.	Email based tests.		1
11.	FTP/HTTP DL/UL services tests.		1
12.	GPRS/UMTS/LTE service tests.		1
13.	SMS/MMS tests.		1
14.	Voice quality Tests as per ITU Recommendation.		1
15.	Video Quality Tests as per ITU Recommendation.		1
16.	Web Browsing Tests.		1
17.	Reporting, Alarming & Dashboard Feature.		1
18.	Metering & Billing Accuracy: CDR Comparison, Rating and Billing verification.		1
19.	OTT Services Testing with Probe: OTT App Package for testing OTT Apps like WhatsApp, Viber, YouTube, Dropbox, Facebook, Instagram, Twitter etc.		1

20.	Customizable Report Template.		1
21.	Laptop with Latest version of 64-bit Genuine Operating System, Antivirus, 8th Generation i7Processor, at least 16GB RAM, at least 1TB storage space (including at least 256GB Solid State Drive), Up to 13.3-in. touch display, Weight less than or equal to 1.25 kg).		1

Note: Each License shall support parallel tests on all probes.

**B. List of Services**

1.	Installation and Commissioning.	1 Package	
2.	Factory Inspection in Country of Origin for two Personal from NTA.	1 Package	
3.	Training in manufacturers' Testing Lab in Country of Origin for three Personnel from NTA for ten working days.	1 Package	
4.	One Technical Expert for three months support at NTA office.	1 package	
5.	AMC after warranty period( one year) for four years, to be paid on annual basis.	4 Year	

Note:It is obligation of supplier for maintenance during warranty period and AMC period.

## 2. Delivery and Completion Schedule

S. N.	Description	SW/ HW	Unit/ Nos.	Country of Origin	Final Desti- nation	Earliest Delivery Date	Accept- able Delivery Date(6 Month from date of Signing)	Bidder's offered Delivery Date
<b>Probe for Mobile Network</b>								
1.	Probe with at least 3 measurement unit per chassis (SW+HW) and communication interfaces for SIM Multiplexer/SIM Server such that each unit supports 2G/3G/LTE/LTE-A (Voice & Data).	SW + HW						
<b>Probe for Mobile/Broadband Network</b>								
1.	Ethernet based Probing system (HW+SW) for Broadband with LAN Interface 10/100/1000.	SW + HW						
<b>SIM Multiplexer/ Server to Store SIMs Centrally</b>								
1.	SIM Multiplexer/ Server to store SIMs centrally with capacity to host at least 75 SIMs and expandable when required. The SIM Multiplexer/ Server must support all kinds of SIMs like Micro- and Nano. The SIM Multiplexer/ Server must have hot swap SIM Card replacement feature.	SW + HW						
<b>Voice Call Central Termination Unit</b>								
1.	Voice Call Terminating Unit with at least eight channels placed at fixed location.	HW + SW						
<b>Reporting System</b>								
1.	Server based measurement data processing and reporting tool for 2G/3G/LTE/LTE-A.	SW						

2.	Customizable Report Template (Possibility to analyze data filtered by at least locations, probes, technology, KPI per probe, SIM slot, service, week, day, hour, single test and their combination).	SW						
----	--	----	--	--	--	--	--	--

**Controller Unit**

1.	Laptop with Latest version of 64-bit Genuine Operating System, Antivirus, 8th Generation i7Processor, at least 16GB RAM, at least 1TB storage space (including at least 256GB Solid State Drive), Up to 13.3-in. touch display, Weight less than or equal to 1.25 kg).	HW						
2.	User Interface for Configuration, Reporting and Control.	SW						

**Required Licenses for the Measurement and Reporting system**

1.	Basic test scenarios: Network Registration, Location update.	SW						
2.	Basic Voice call tests: 2G, 3G, CSFB, VoLTE, VoWifi.	SW						
3.	Basic Data DL/UL tests.	SW						
4.	Email based tests.	SW						
5.	FTP/HTTPDL/UL services tests.	SW						
6.	GPRS/UMTS/LTE service tests.	SW						
7.	SMS/MMS tests.	SW						
8.	Voice quality Tests as per ITU Recommendation.	SW						
9.	Video Quality Tests as per ITU Recommendation.	SW						
10.	Web Browsing Tests.	SW						
11.	Reporting, Alarming & Dashboard Feature.	SW						

12.	Metering & Billing Accuracy: CDR Comparison, Rating and Billing verification.	SW						
13.	OTT Services Testing with Smartphone: Smartphone OTT App Package for testing OTT Apps like WhatsApp, Viber, YouTube, Dropbox, Facebook, Instagram, Twitter etc.	SW						
14.	Customizable Report Template.	SW						
<b>Training and Services</b>								
1.	Installation and Commissioning.							
2.	Factory Inspection in Country of Origin for two Personal from NTA.							
3.	Training in manufacturers' Testing Lab in Country of Origin for three Personnel from NTA for ten working days.							
4.	One Technical Expert for three months support at NTA office.							
5.	AMC after warranty period of one year for four years, to be paid on annual basis.							



## 4. Technical Specifications

Bidders shall include Compliance Statement in each and every technical clause. Bidders shall also include sufficient documentation such that Nepal Telecommunications Authority 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 as “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.

- In case of **absence** or **unclear statements** of compliance for any specified requirement, Nepal Telecommunications Authority will interpret that particular requirement as being "**Non-Compliant**".
- If the bidder has stated ‘**Fully compliant**’ against technical clauses with comments resulting in material deviation, such statement shall be considered as "**Non-Compliant**".
- If the bidder has stated partially or non-compliant to some of the clauses, the successful bidder shall make provision for all such requirements and make the bid fully compliant to NTA’s all requirements at the time of signing of Contract.
- Deviation in the clauses marked with \* shall be considered as major deviation and the bid shall be rejected.

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.

S. N.	Requirement for QoS Testing	The Bidder shall state as: Fully Compliant/ Partially Compliant/Non-Compliant
<b>General Requirement</b>		
1.	The test tool shall support 2G, 3G, LTE, LTE-A technologies and shall be extendable to 5G Technology.	
2.	The test tool shall support various tests like Call, FTTP Download/Upload, VoLTE, ViLTE, Voice quality Testing, Video Quality Testing, YouTube, FTP, HTTP, Ping, HTML browsing, Twitter, Instagram, WhatsApp, Facebook, LinkedIn, Netflix, iPERF, UDP, TCP, SMS, MMS.	
3.	Test Tool shall support voice quality testing as per ITU Recommendations.	
4.	Test Tool shall support Video Quality testing as per ITU Recommendations.	
5.	The tool shall be able to give all standard KPI related to Service Accessibility, Retainability and Integrity for different OTT test (Not limited to Facebook, YouTube, WhatsApp, Twitter, Netflix etc.) through inbuilt script/sequence (auto mode) as well as through manual mode. KPIs shall be not limited to OTT messaging, calls, profile load, feed load, status/tweet upload, photo upload, video upload, video streaming etc. whenever applicable.	
6.	The setup shall follow ITU Standard E.807 for Voice Call Reports.	
7.	Test Tool shall support Multiple simultaneous data transfers on a single terminal.	
8.	Test Tool shall support several types of map applications like Google Map, Bing Map, Open Street Map etc.	
9.	Test Tool shall support an option to pause the logging of the logfile.	
10.	Test tool shall create separate logs for each probe.	
11.	Test shall conduct automated active end-to-end testing and observation.	
12.	Test shall give full picture on service quality as well as on end user experience.	
13.	Test shall give high level overview of service performance based on Single Service Indicators to illustrate performance of particular services.	
14.	Test shall give real-time reporting, alarming and visualization of affected geographical locations.	
15.	Test shall give large libraries of test cases to simulate any service provided by the Operator and report templates.	
16.	Individual definitions and tests to be possible.	

17.	<p><b>Scheduling/Automatization of testing</b></p> <p>(a) Automatization for testing different services in order to achieve more efficient use of the system.</p> <p>(b) A scheduling application shall be able to provide overview of all the test executions scheduled at the system.</p> <p>(c) With an integrated scheduler it shall be possible to setup testing of different services on any time of the days as required.</p> <p>(d) It shall be possible to prioritize the testing based on different user profiles.</p> <p>(e) Capability to configure measurement periods:</p> <ul style="list-style-type: none"> <li>i. Absolute start time, stop time;</li> <li>ii. Daily start time, stop time;</li> <li>iii. Scheduled intervals (e.g. predefined days of the week).</li> </ul> <p>(f) Capability to configure the repetition of measurements between selected start and stop times and based on failure of desired results.</p>	
18.	<p><b>Graphical User Interface (GUI)</b></p> <p>(a) The system shall have a web based graphical user interface.</p> <p>(b) The GUI shall be user friendly and the learning curve shall not be too complex.</p> <p>(c) Users of the system shall be able to access the GUI from any system having web browsing capability.</p>	
19.	<p><b>Database Information</b></p> <p>(a) The application shall use standard open source database.</p> <p>(b) It shall be possible for the user to access the supplied database using standard SQL scripts and create customized ad-hoc reports.</p> <p>(c) The database shall be relational and shall have the possibility to separate the measurement database on a separate server in order to enhance performance.</p> <p>(d) The data shall be exportable into different data format such as CSV, HTML and XML.</p>	
20.	<p><b>System scalability</b></p> <p>(a) The Solution shall be modular in construction both software wise and hardware wise. The supplier shall state the modularity of the offered solution in terms of applications or functions.</p> <p>(b) In order to increase Solution performance, it shall be possible to do it without replacing the current hardware.</p> <p>(c) The selected hardware and software shall be provisioned for scalability.</p>	

21.	<p><b>System availability</b></p> <p>(a) The Solution shall be proven in service and capable of operating continuously with a high degree of reliability/availability.</p> <p>(b) Suppliers shall mention any maintenance and downtime requirements which the proposed Solution may need.</p>	
22.	<p><b>Support for development of new test cases</b></p> <p>(a) The Solution shall provide support for creation of new test scripts.</p> <p>(b) It shall be possible to create new test cases using a friendly graphical user interface.</p> <p>(c) The test cases building shall follow the modular approach such that elements from other test scripts could be used for a new one.</p>	
23.	<p><b>Overview of Solution health</b></p> <p>(a) System shall be able to send configurable alarms when a service is failing.</p> <p>(b) It shall be possible to disable or enable a certain Solution element such as a local unit or probe via the main GUI.</p>	
<b>Test interfaces</b>		
1.	<p><b>Air/Radio, PSTN and LAN Interfaces</b></p> <p>(a) The main aim of the probe is to check if network services are running and raise alarms when failures occur; and also to capture the real-life experiences of a customer while in different geographic areas.</p> <p>(b) It shall be possible to place the test probes on fixed, fast-changing and mobile locations.</p> <p>(c) The system shall support the transmission of data through LAN/WAN and GPRS/3G/HSPA/LTE for connecting the probes to the central server.</p> <p>(d) The supplier shall state the maximum number of probes which can be supported by the system.</p> <p>(e) The functioning of probes shall not be affected in case of a temporary outage in the central server.</p> <p>(f) There shall not be any data loss in case of interruption of LAN/WAN or GPRS/3G/HSPA/LTE connection between the probes and the central server. The probes shall independently capture and store data and whenever the connection to the central server is restored the probes shall be able to send the data to the central server.</p> <p>(g) The probe shall be operational 24x7 unattended; an alarm shall be generated in case of probe interruption.</p> <p>(h) The probe shall be capable of scanning the network for available access technologies (e.g. GSM, WCDMA, LTE...). The probe shall be configurable either automatically or manually to select the</p>	

	<p>radio access technology.</p> <p>(i) The probes shall support GPS (Global Positioning System) and GIS (Geographical Information System).</p> <p>(j) The radio environment measurements shall be available in both dedicated and idle modes.</p> <p>(k) Radio interface layer 3 traces shall be integrated with 2G and 3G and LTE probes. The traces shall be stored in the system for analysis of any abnormal call setup failure or call drop.</p> <p>(l) The system shall generate a status report indicating the probes status.</p> <p>(m) It shall be possible to restart the probe remotely.</p> <p>(n) Each probe will be able to be locked by software within test sequence to be:</p> <ul style="list-style-type: none"> <li>1. GSM 900/EDGE only;</li> <li>2. GSM1800/EDGE only;</li> <li>3. UMTS only;</li> <li>4. LTE only;</li> <li>5. GSM900/GSM1800/EDGE/UMTS/LTE auto switching.</li> </ul> <p>(o) The probes shall support 2G, GPRS, EDGE, 3G, UMTS, HSDPA, HSUPA, HSPA+, DC-HSDPA, LTE, LTE Advanced, PSTN, ISDN, LAN, DSL and WLAN interfaces.</p> <p>(p) It shall be possible to test single technology such as 2G-2G and cross technology such as 2G-3G-LTE testing for various services.</p> <p>(q) It shall be possible to place multiple test probes in one box without affecting the efficiency of testing of the any particular service.</p> <p>(r) It shall be possible to use different test probes in the same box or unit.</p>	
2.	<p><b>Circuit Switched FallBack (CSFB)</b></p> <p>(a) It shall be possible to test Circuit Switch Fall Back function using real smart phones.</p> <p>(b) It shall be possible to test Circuit Switch Fall Back function over wireless modules.</p> <p>(c) It shall be possible to obtain a fall back to 2G or 3G delay KPI when a call arrives on the phone when the phone is attached to the 4G network.</p>	

3.	<p><b>Data Capacity</b></p> <p>(a) It shall be possible test maximum data throughput on both IP and application layer (TCP).</p> <p>(b) It shall be possible to test IP data throughput for DL/UL based on customized IPERF testing tool.</p> <p>(c) It shall be possible to test overall application data throughput at higher layers for DL/UL based on customized IPERF testing tool. FTP and HTTP servers could also replace the IPERF server.</p> <p>(d) It shall be possible to test the one-way delay, the packet loss, the diffservarchitecture and the exposure of route or route path tracing with the IP Link Performance add-on.</p>	
4.	<p><b>IPv4/IPv6 Dual Stack</b></p> <p>(a) It shall be possible to perform test cases based on IPv4, IPv6 and on IPv4/IPv6 dual support on radio and LAN interfaces.</p>	
5.	<p><b>Multiple Radio Access Bearer (Multi RAB)</b></p> <p>(a) It shall be possible to test Multi-RAB support using real smart phones.</p> <p>(b) It shall be possible to actively monitor Multi-RAB support.</p> <p>(c) It shall be possible to test 3G Multi-RAB (parallel voice and data active calls).</p> <p>(d) It shall be possible to perform Voice over LTE (VoLTE) calls with active data session ongoing including PS handover.</p> <p>(e) It shall be possible to test CSFB with Multi-RAB.</p>	
6.	<p><b>Real Device</b></p> <p>(a) It shall be possible to connect real phones to provide user perception level KPIs.</p> <p>(b) It shall be possible to test applications that can run on a smartphone such as, WhatsApp, YouTube, Line, Speedtest.net, Facebook, Twitter, Viber, Instagram, Dropbox etc.</p> <p>(c) Itshall be able to test CSFB through a real device.</p> <p>(d) It shall be able to test Multi RAB support through a real device.</p> <p>(e) It shall be able to test VoLTE through a real device.</p> <p>(f) It shall be possible to support AMR-WB through a real device.</p> <p>(g) It shall be able to test HTTP, FTP and SMS through a real device.</p> <p>(h) Smart phones shall be integrated with probes to ensure robustness of real device and battery emulation</p>	
<b>Services to be tested</b>		

<p>1.</p>	<p><b>Basic test scenarios</b>  The tool shall be able to support basic service scenarios:</p> <ul style="list-style-type: none"> <li>(a) Network registration.</li> <li>(b) The tool shall be able to perform a network attach (location update) test.</li> <li>(c) This test scenario shall be supported by following test interfaces: <ul style="list-style-type: none"> <li>i. GSM;</li> <li>ii. UMTS;</li> <li>iii. LTE.</li> </ul> </li> <li>(d) The test scenario shall support the following test specific KPI sets: <ul style="list-style-type: none"> <li>i. Duration of the network registration process;</li> <li>ii. RX Level or equivalent;</li> <li>iii. Service Type of the tested network (e.g. GSM/ EDGE/ UMTS/LTE).</li> </ul> </li> <li>(e) The test results shall be available for the reporting solution of the tool.</li> <li>(f) In case of a failure, a corresponding failure message shall be stated by the tool.</li> </ul>	
<p>2.</p>	<p><b>Basic call tests</b></p> <ul style="list-style-type: none"> <li>(a) The tool shall be able to perform a voice call establishment test. The test scenarios shall check the call bearer establishment by sending specific tone sequences.</li> <li>(b) The test scenarios shall be as flexible to send or receive calls from external parties (none system interfaces e.g. real handsets).</li> <li>(c) The test scenarios shall support call scenarios where the calling and the called party are controlled by the tool. It shall be possible to release the call by the calling or the called party.</li> <li>(d) This test scenario shall be supported by following test interfaces: <ul style="list-style-type: none"> <li>i. GSM;</li> <li>ii. UMTS;</li> <li>iii. LTE;</li> <li>iv. PSTN.</li> </ul> </li> <li>(e) The test scenario shall support the following test specific KPI sets: <ul style="list-style-type: none"> <li>i. Call establish duration;</li> <li>ii. Duration of the call;</li> <li>iii. Call setup alert duration;</li> <li>iv. Used Carrier;</li> <li>v. Speech codec on the calling and the called party site.</li> </ul> </li> <li>(f) The test results shall be available for the reporting solution of</li> </ul>	

	<p>the tool.</p> <p>(g) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>3.</p>	<p><b>Call scenarios no charging</b></p> <p>(a) The tool shall be able to perform a voice call establishment test. The test scenarios shall check the call establishment without answer or pick the call.</p> <p>(b) The test scenarios shall be as flexible to send or receive calls from external parties (none system interfaces e.g. real handsets).</p> <p>(c) The test scenarios shall support call scenarios where the calling and the called party are controlled by the tool.</p> <p>(d) This test scenario shall be the supported by following test interfaces.</p> <p>i.GSM;  i.UMTS;  i.LTE;  i.PSTN</p> <p>(e) The test scenario shall support the following test specific KPI sets:</p> <p>i.Call setup alert duration;  i.Used Carrier.</p> <p>(f) The test results shall be available for the reporting solution of the tool.</p> <p>(g) In case of a failure, a corresponding failure message shall be</p>	



	<p>stated by the tool.</p>	
<p>4.</p>	<p><b>Basic Data calls</b></p> <p>(a) The tool shall be able to perform a call establishment for DATA test. The B-Channel shall be checked for this service.</p> <p>(b) The test scenarios shall support call scenarios where the calling and the called party are controlled by the tool.</p> <p>(c) This test scenario shall be supported by following test interfaces:</p> <ul style="list-style-type: none"> <li>i. GSM</li> <li>ii. UMTS</li> <li>iii. LTE</li> </ul> <p>(d) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>i. Call establish duration;</li> <li>ii. Call setup alert duration;</li> <li>iii. Call duration;</li> <li>iv. Used carrier.</li> </ul> <p>(e) The test results shall be available for the reporting solution of the tool.</p> <p>(f) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>5.</p>	<p><b>Circuit Switched FallBack (CSFB) tests</b></p> <p>(a) The tool shall be able to perform a voice call establishment test on LTE. On both sides this test case enters IP level with an LTE device. The tool then shall establish a voice call to the B party. This will force the A side device to do a CSFB (Circuit Switch Fall Back). The B side</p>	

	<p>waits for an incoming voice call and answers it. This will force the B side device to do a CSFB as well.</p> <p>(b) The test scenarios shall be as flexible to send or receive calls from other interfaces and, support call scenarios where the calling and the called party are controlled by the tool.</p> <p>(c) This test scenario shall be supported by following test interfaces:</p> <p>1.LTE</p> <p>(d) The test scenario shall support following test specific KPI sets:</p> <p>1.Call establish duration;</p> <p>1.Duration of the call;</p> <p>1.Call setup alert duration;</p> <p>7.Call Release;</p> <p>7.CallRelease4G Duration;</p> <p>1.CallRelease4G Success Rate;</p> <p>1.CSFB completed successfully.</p> <p>(e) The test results shall be available for the reporting solution of the tool.</p> <p>(f) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>6.</p>	<p><b>General Packet Radio Services (GPRS) IP tests</b></p> <p>(a) The tool shall be able to support IP bearer-based call scenarios.</p> <p>(b) PDP context activation / deactivation.</p> <p>(c) The tool shall be able to perform a PDP context activation test to establish an IP based bearer.</p> <p>(d) This test scenario shall be supported by the following test interfaces:</p> <p>1.GSM;</p> <p>1.UMTS/ HSPA;</p> <p>1.LTE.</p> <p>(e) The test scenario shall support the following test specific KPI sets:</p> <p>1.Used GPRS access point;</p> <p>1.Time to activate/deactivate the PDP context;</p> <p>1.Time to activate/deactivate the PDP context and start the IP session;</p> <p>7.Service type of the tested network(According to ETSI TS 102.250).</p> <p>(f) The test results shall be available for the reporting solution of the tool.</p> <p>(g) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	

<p>7.</p>	<p><b>General Packet Radio Services (GPRS) service tests</b></p> <p>(a) The tool shall be able to perform a GPRS service attach request the packet transport network.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>i.GSM;</li> <li>i.UMTS;</li> <li>i.LTE.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>i.Duration of the GPRS attach request;</li> <li>i.Service type of the tested network.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool</p>	
<p>8.</p>	<p><b>Domain Name System (DNS) based tests</b></p> <p>(a) The tool shall be able to perform a DNS service request supported by an IP based bearer.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>i.GSM;</li> <li>i.UMTS/ HSPA;</li> <li>i.LTE;</li> <li>i.LAN or DSL.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>i.String of the DNS query;</li> <li>i.Start of the DNS request;</li> <li>i.Duration of the DNS request;</li> <li>i.Used GPRS access point;</li> <li>i.Time needed to perform a GPRS attach;</li> <li>i.Time to activate the PDP context;</li> <li>i.Time to activate the PDP context and start the IP session;</li> <li>i.Service type of the tested network (According to ETSI TS 102.250).</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	

9.	<p><b>Email based tests</b></p> <p>(a) The tool shall be able to perform an email send request via SMTP. To fetch the message the test shall support POP3 or IMAP mail server access. The configuration of the email account settings shall be flexible on user level.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS /HSPA;</li> <li>3. LTE;</li> <li>4. LAN or DSL.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Email address on the sending side;</li> <li>2. Email address on the receiving side;</li> <li>3. Size of the email message;</li> <li>4. Duration to fetch the email;</li> <li>5. Duration to send the email (in case of GPRS bearer).</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool</p>	
----	---	--

10.	<p><b>File Transfer Protocol (FTP) based tests</b></p> <p>(a) The tool shall be able to perform up and download of data files via FTP protocol. The FTP server as well the used transport bearer shall be configurable.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE;</li> <li>4. LAN or DSL.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Time to up/or download a file;</li> <li>2. Name of the FTP server host;</li> <li>3. Size of the used file;</li> <li>4. Mean download rate (in case of GPRS bearer);</li> <li>5. Used GPRS access point;</li> <li>6. Time needed to perform a GPRS attach;</li> <li>7. Time to activate the PDP context;</li> <li>8. Time to activate the PDP context and start the IP session;</li> <li>9. Service type of the tested network (According to ETSI TS 102.250).</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
-----	--	--

<p>11.</p>	<p><b>Hyper Text Transfer Protocol (HTTP) service tests</b></p> <p>(a) The tool shall be able to perform a web page download via web browser and store the complete session as well as the session content. The test shall be able to check the content provided by the server against user given key words.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE;</li> <li>4. LAN or DSL.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Duration to download the web page;</li> <li>2. ETSI based KPI for mean download rate;</li> <li>3. Content of the web page;</li> <li>4. Used URL;</li> <li>5. Sum of bytes received during the session;</li> <li>6. Popup warning messages (in case of GPRS bearer);</li> <li>7. Time needed to perform a GPRS attach;</li> <li>8. Time to activate the PDP context;</li> <li>9. Time to activate the PDP context and start the IP session;</li> <li>10. Service type of the tested network.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>12.</p>	<p><b>Hyper Text Transfer Protocol (HTTP) Speed-test</b></p> <p>(a) The tool shall be able to perform the flash-based HTTP speed-test application on the speedtest.net webpage.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE;</li> <li>4. LAN or DSL.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Download rate to the used test server in kBits/s;</li> <li>2. HTTP code of the first server response;</li> <li>3. Ping duration to the used test server in milliseconds;</li> <li>4. ID of the used test server;</li> </ul>	

	<ul style="list-style-type: none"> <li>.Upload rate to the used test server in kBits/s;</li> <li>.Warning popup if any occurs during download.</li> <li>(d) The test results shall be available for the reporting solution of the tool.</li> <li>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</li> </ul>	
13.	<p><b>Hyper Text Transfer Protocol (HTTP) Speed-test</b></p> <ul style="list-style-type: none"> <li>(f) The tool shall be able to perform the flash-based HTTP speed-test application on the speedtest.net webpage.</li> <li>(g) This test scenario shall be supported by the following test interfaces: <ul style="list-style-type: none"> <li>.GSM;</li> <li>.UMTS;</li> <li>.LTE;</li> <li>.LAN or DSL.</li> </ul> </li> <li>(h) The test scenario shall support the following test specific KPI sets: <ul style="list-style-type: none"> <li>.Download rate to the used test server in kBits/s;</li> <li>.HTTP code of the first server response;</li> <li>.Ping duration to the used test server in milliseconds;</li> <li>.ID of the used test server;</li> <li>.Upload rate to the used test server in kBits/s;</li> <li>.Warning popup if any occurs during download.</li> </ul> </li> <li>(i) The test results shall be available for the reporting solution of the tool.</li> <li>(j) In case of a failure, a corresponding failure message shall be stated by the tool.</li> </ul>	
14.	<p><b>Round Trip Time (RTT) based tests</b></p> <ul style="list-style-type: none"> <li>(a) The tool shall be able to perform a round trip test to a specific IP host. The ICMP PING command shall be used to perform this task.</li> <li>(b) This test scenario shall be supported by the following test interfaces: <ul style="list-style-type: none"> <li>.GSM;</li> <li>.UMTS;</li> <li>.LTE;</li> <li>.LAN or DSL.</li> </ul> </li> <li>(c) The test scenario shall support the following test specific KPI sets: <ul style="list-style-type: none"> <li>.Number of received ICMP packets;</li> <li>.Number of send ICMP packets;</li> <li>.Target host;</li> <li>.Size of the ICMP packets (in case of GPRS bearer);</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>1. Time needed to perform a GPRS attach;</li> <li>2. Time to activate the PDP context;</li> <li>3. Time to activate the PDP context and start the IP session;</li> <li>4. Service type of the tested network.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
15.	<p><b>Secure File Transfer Protocol (SFTP) based tests</b></p> <p>(a) The tool shall be able to perform up and download of data files via SFTP protocol. The SFTP server as well the used transport bearer shall be configurable.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE;</li> <li>4. LAN or DSL.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Time to up/or download a file;</li> <li>2. Name of the SFTP server host;</li> <li>3. Size of the used file;</li> <li>4. Mean download rate (in case of GPRS bearer);</li> <li>5. Time needed to perform a GPRS attach;</li> <li>6. Time to activate the PDP context;</li> <li>7. Time to activate the PDP context and start the IP session;</li> <li>8. Service type of the tested network.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
16.	<p><b>Routing based tests</b></p> <p>(a) The tool shall be able to perform a trace route path analysis test to a specific IP host address.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE;</li> <li>4. LAN or DSL.</li> </ul>	



	<p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Number of hops;</li> <li>2. Start and end of the trace route process (in case of GPRS bearer);</li> <li>3. Time needed to perform a GPRS attach;</li> <li>4. Time to activate the PDP context;</li> <li>5. Time to activate the PDP context and start the IP session;</li> <li>6. Service type of the tested network.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>17.</p>	<p><b>Wireless Session Protocol (WSP) based MMS</b></p> <p>(a) The tool shall be able to perform a Multi Media Message test based on WSP service tests.</p> <p>(b) The test scenarios shall be as flexible to send or receive MMS from external parties (none system interfaces e.g. real handsets or POT's), as well as email addresses.</p> <p>(c) The test scenarios shall support MMS scenarios where the sending and the receiving party are controlled by the tool.</p> <p>(d) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE.</li> </ul> <p>(e) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. A number / B number and external number or address (if applicable);</li> <li>2. MMS file size;</li> <li>3. Time used for WAP post;</li> <li>4. Time to send and receive the delivery report;</li> <li>5. WSP post replay as response status;</li> <li>6. Time from GPRS attach to MMS send;</li> <li>7. Time from GPRS attach to retrieve the MMS on the destination;</li> <li>8. Time from retrieve the push SMS and fetch the MMS;</li> <li>9. Used GPRS access point;</li> <li>10. Time needed to perform a GPRS attach;</li> <li>11. Time to activate the PDP context;</li> <li>12. Time to activate the PDP context and start the IP session;</li> <li>13. Service type of the tested network (According to ETSI TS 102.250).</li> </ul> <p>(f) The test results shall be available for the reporting solution of the tool.</p>	

	<p>(g) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>18.</p>	<p><b>Hyper Text Transfer Protocol (HTTP) based MMS</b></p> <p>(a) The tool shall be able to perform a Multi Media Message test based on HTTP/ 1.1 service tests.</p> <p>(b) The test scenarios shall be as flexible to send or receive MMS from external parties (none system interfaces e.g. real handsets or POT's).</p> <p>(c) The test scenarios shall support MMS scenarios where the sending and the receiving party are controlled by the tool.</p> <p>(d) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1.GSM;</li> <li>2.UMTS;</li> <li>3.LTE.</li> </ul> <p>(e) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1.A number/ B number and external number (if applicable);</li> <li>2.Time from GPRS attach to MMS send;</li> <li>3.Time from GPRS attach to MMS receive on the B side;</li> <li>4.Time to download the MMS message via HTTP;</li> <li>5.Size of the MMM file sent as MMS message;</li> <li>6.Time needed to perform a GPRS attach;</li> <li>7.Time to activate the PDP context;</li> <li>8.Time to activate the PDP context and start the IP session;</li> <li>9.Service type of the tested network (According to ETSI TS 102.250);</li> <li>10.The HTTP status code in the Downlink and Uplink.</li> </ul> <p>(f) The test results shall be available for the reporting solution of</p>	

	<p>the tool.</p> <p>(g) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>19.</p>	<p><b>Open Mobile Alliance (OMA)Digital Rights Management (DRM) (generic content download over the air)</b></p> <p>(a) The tool shall be able to perform service requests to follow links to objects to be downloaded (e.g. ring tones, music or video content) including images or style sheets.</p> <p>(b) This test scenario shall be supported by the following test interfaces as bearer:</p> <ul style="list-style-type: none"> <li>i.GSM;</li> <li>i.UMTS;</li> <li>i.LTE.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>i.Duration after the HTTP request and the start to load the content;</li> <li>i.Duration of the download session;</li> <li>i.Duration of the download for the media.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be</p>	

	stated by the tool.	
20.	<p><b>SMS tests</b></p> <p>(a) The tool shall be able to perform Short Messages tests.</p> <p>(b) The test scenarios shall be as flexible to send or receive SMS from external parties (none system interfaces e.g. real handsets or POTs), as well as SMPP and UCP interfaces.</p> <p>(c) The test scenarios shall support SMS scenarios where the sending and the receiving party are controlled by the tool.</p> <p>(d) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>i.GSM;</li> <li>i.UMTS;</li> <li>i.LTE.</li> </ul> <p>(e) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>i.A number/ B number and external number (if applicable);</li> <li>i.SMSC number;</li> <li>i.Number of concatenated SMSs (if applicable);</li> <li>v.SMS send and receive duration;</li> <li>v.SMS send duration at Layer 3;</li> <li>i.Time form SMS submit to SMS delivery;</li> <li>i.Time to deliver the SMS after submit acknowledgement;</li> <li>i.Status of SMS delivery report.</li> </ul> <p>(f) The test results shall be available for the reporting solution of the tool.</p> <p>(g) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	

<p>21.</p>	<p><b>SMS over IP tests</b></p> <p>(a) The tool shall be able to perform Short Messages tests by using SMSoIP service over the P-CSCF and IP-SM-GW within an IMS network. The test scenarios shall be as flexible to send or receive SMS from external parties (none system interfaces e.g. real handsets or POT's), as well as SMPP and UCP interfaces.</p> <p>(b) The test scenarios shall support SMS scenarios where the sending and the receiving party are controlled by the tool.</p> <p>(c) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>i.GSM;</li> <li>i.UMTS;</li> <li>i.LTE.</li> </ul> <p>(d) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>i.IMS registration/deregistration duration;</li> <li>i.PCSCF address used;</li> <li>i.SMSoIP end-to-end duration;</li> <li>y.SMSoIP send-response duration;</li> <li>y.Local IP address;</li> <li>i.DNS resolution duration.</li> </ul> <p>(e) The test results shall be available for the reporting solution of the tool.</p> <p>(f) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
------------	--	--

<p>22.</p>	<p><b>Video streaming tests – HTTP Adaptive Bit Rate Streaming</b></p> <p>(a) The tool shall be able to perform video streaming tests by accessing an ABR stream (live or on demand) by using the particular URL of the stream. The supported Codecs can be any of HLS (Apple), DASH (Universal), MSS (Microsoft) &amp; HDS (Adobe).</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE;</li> <li>4. LAN or DSL</li> <li>5. WLAN, WLAN_EAP_SIM.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Number of downloaded video chunks;</li> <li>2. URL of the .m3u8 file with the streaming file list;</li> <li>3. Data rate of the video file downloads;</li> <li>4. Veristream value.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool</p>	
------------	---	--

23.	<p><b>Voice quality Test based on ITU Recommendation</b></p> <p>(a) The tool shall be able to perform a voice call test and exchange a reference file between the calling parties. The algorithms recommended by ITU shall be used to evaluate the service quality.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE;</li> <li>4. PSTN.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets whenever applicable:</p> <ul style="list-style-type: none"> <li>1. Length of the speech stream;</li> <li>2. Attenuation value;</li> <li>3. Detected delay value (average and max);</li> <li>4. Background noise level;</li> <li>5. Five grade impairment (Excellent, Good, Fair, Poor, Bad);</li> <li>6. MOS Noise value and MOS speech value;</li> <li>7. Number of drop outs;</li> <li>8. Recorded audio file;</li> <li>9. Call establish duration;</li> <li>10. Duration of the call;</li> <li>11. Call setup alert duration;</li> <li>12. Speech codec on the calling and the called party site;</li> <li>13. Used Carrier;</li> <li>14. Received Command Line Interface (CLI) Information.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
24.	<p><b>Video Quality Test based on ITU Recommendation</b></p> <p>(a) The tool shall be able to perform a video call test and exchange a reference file between the calling parties. The Algorithms Recommended by ITU shall be used to evaluate the service quality.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. UMTS;</li> <li>2. LTE.</li> </ul> <p>(c) The test scenario shall support all standard KPI sets for Video Quality Testing:</p>	

<p>25.</p>	<p><b>Voice over LTE (VoLTE) Call</b></p> <p><b>The tool shall be able to register to the IMS network to establish VoLTE calls and perform a speech quality test between IMS subscribers, IMS and Mobile subscribers, IMS and FixedNet and IMS and external parties (none system interfaces e.g. real handsets)</b></p> <p>(a) The test scenarios shall support call scenarios where the calling and the called party are controlled by the tool. It shall be possible to release the call by the calling or the called party.</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <p>i.LTE</p> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <p>i.IMS registration duration;</p> <p>i.End to end session establishment duration;</p> <p>i.IPsec algorithms;</p> <p>i.End to end alert duration;</p> <p>i.SIP INVITE duration;</p> <p>i.SIP send BYE duration;</p> <p>i.Audio codec used;</p> <p>i.Received SIP To and From header;</p> <p>i.MOS for listening quality;</p> <p>i.MBR (dedicated and default) for UL and DL;</p> <p>i.PCSF used address;</p> <p>i.Quality of Service Class Identifier (QCI) for dedicated and default EPS bearer.</p> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool</p>	
------------	--	--



<p>26.</p>	<p><b>Video over LTE</b></p> <p>(a) The tool shall be able to register to the IMS network to establish ViLTE calls and perform a speech and video quality test between IMS subscribers and IMS and external parties (none system interfaces e.g. real handsets).</p> <p>(b) The test scenarios shall support call scenarios where the calling and the called party are controlled by the tool. It shall be possible to release the call by the calling or the called party.</p> <p>(c) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. LTE</li> </ul> <p>(d) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. IMS registration duration;</li> <li>2. End to end session establishment duration;</li> <li>3. IPsec algorithms;</li> <li>4. End to end alert duration;</li> <li>5. SIP INVITE duration;</li> <li>6. SIP send BYE duration;</li> <li>7. Audio codec used;</li> <li>8. Video codec used;</li> <li>9. Received SIP To and From header;</li> <li>10. PCSF used address;</li> <li>11. Quality of Service Class Identifier (QCI) for dedicated and default EPS bearer.</li> </ul> <p>(e) The test results shall be available for the reporting solution of the tool.</p> <p>(f) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
<p>27.</p>	<p><b>Voice over WiFi</b></p> <p>(a) The tool shall be able to register to the IMS network to establish VoWiFi calls and perform a speech quality test between IMS subscribers, IMS and Mobile subscribers, IMS and FixedNet and IMS and external parties (none system interfaces e.g. real handsets).</p> <p>(b) The test scenarios shall support call scenarios where the calling and the called party are controlled by the tool. It shall be possible to release the call by the calling or the called party.</p> <p>(c) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. WLAN</li> </ul> <p>(d) The test scenario shall support the following test specific KPI sets:</p>	

	<ul style="list-style-type: none"> <li>1. IMS registration duration;</li> <li>2. End to end session establishment duration;</li> <li>3. IPsec algorithms;</li> <li>4. End to end alert duration;</li> <li>5. SIP INVITE duration;</li> <li>6. SIP send BYE duration;</li> <li>7. Audio codec used;</li> <li>8. Received SIP To and From header;</li> <li>9. MBR (dedicated and default) for UL and DL;</li> <li>10. PCSF used address;</li> <li>11. Quality of Service Class Identifier (QCI) for dedicated and default EPS bearer.</li> </ul> <p>(e) The test results shall be available for the reporting solution of the tool.</p> <p>(f) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	
28.	<p><b>Web browsing tests</b></p> <p>(a) The tool shall be able to create a user defined web browsing session including user defined browsing commands (e.g. user authentication, support of form).</p> <p>(b) This test scenario shall be supported by the following test interfaces:</p> <ul style="list-style-type: none"> <li>1. GSM;</li> <li>2. UMTS;</li> <li>3. LTE.</li> </ul> <p>(c) The test scenario shall support the following test specific KPI sets:</p> <ul style="list-style-type: none"> <li>1. Description of the browsing session;</li> <li>2. Duration between DNS request and DNS response;</li> <li>3. Duration between first and last HTTP packet;</li> <li>4. Size of the HTTP data;</li> <li>5. Duration of the browsing session (in case of GPRS bearer);</li> <li>6. Used GPRS access point;</li> <li>7. Time needed to perform (E)PS attach procedure;</li> <li>8. Time to activate the PDP (or Default EPS Bearer) context;</li> <li>9. Time to activate the PDP context and start the IP session;</li> <li>10. Service type of the tested network.</li> </ul> <p>(d) The test results shall be available for the reporting solution of the tool.</p> <p>(e) In case of a failure, a corresponding failure message shall be stated by the tool.</p>	

**Probes (Measurement Units)**

1.	The unit shall support 2G Mobile, 3G Mobile, 4G Mobile and LAN at the same time.	
2.	The unit shall support external USB modem.	
3.	The unit shall support SIM Multiplexer/ Server.	
4.	The Unit shall be controlled remotely for Data Collection, modification in test scripts and sequencing of test.	
5.	The unit shall run 24/7 as per requirement.	
6.	The unit shall support MultiRAB Functions.	
7.	The unit shall run for at least 1 hour with backup power.	
8.	The unit shall have ability to reboot without opening the chassis or remotely.	
9.	The unit shall have ability to send the captured logfiles directly to the server.	
10.	The unit shall have ability to upload captured logfiles manually to the server as a back-up option.	
11.	The unit shall support Global Positioning System (GPS) and Geographical Information System (GIS)	
<b>Metering &amp; Billing Accuracy</b>		
1.	Operator's business rules and criteria are defined and configured so that data is assigned to reconciliation, thresholds are defined, and processing rules are applied.	
2.	Ingested datasets are sequenced in real time for processing.	
3.	The system shall be capable of independently verifying the completeness of call streams along the billing chain (Mobile Post-Paid, Mobile Pre-Paid, Interconnection).	
4.	The system shall be capable of verification of the compliance of the information contained in the CDRs collected from the operator with the information from the test scenario and Mobile Operators tariff catalogue (call details, start time, end time, exact duration, price, etc.).	
5.	The system shall be capable of validating the accuracy of operators CDR valuations/costing of the tested tariff.	
6.	The system shall be capable of verifying the completeness of the generation of Operators CDRs specific to the tested tariff	
7.	The solution proposed must be able to generate test events on GSM, GPRS, UMTS and LTE networks.	
8.	The solution proposed must be instantly/on periodic basis and automatically able to process the comparison of the CDRs when they are acquired.	
9.	The indication of the start of the call and the charging of the length of calls must be stated by the supplier.	

10.	The solution must allow easy modification of the tariff plans in force without limitation on the number of modifications. The supplier must provide a procedure for updating the rate catalogues.	
-----	---	--

<b>Processing and Reporting System for QoS</b>		
<b>1.</b>	<p><b>General features for reporting and alarming</b></p> <p>(a) The report solution shall be fully integrated into the test system.</p> <p>(b) The report solution shall be supported by a graphical user interface.</p> <p>(c) The user shall be able to create reports.</p> <p>(d) The user shall be able to view reports.</p> <p>(e) The user shall be able to forward reports.</p> <p>(f) The user shall be able to save / backup report definitions as well as import them.</p> <p>(g) The system shall support user friendly drag and drop functionality for reports, report definitions.</p> <p>(h) Reports shall be forwarded by e-mail.</p> <p>(i) Reports shall be exported to an external FTP server via FTP/SFTP.</p> <p>(j) The reporting system shall support different graphical chart types.</p> <p>(k) The reporting system shall support an interactive dashboard.</p> <p>(l) The reporting solution shall be customizable to restrict users to work with the reporting solution. This shall be possible on user level and supported by an administrator.</p> <p>(m) The reporting tool shall support following data aggregation timings for data collection.</p> <p>(n) The user shall be able to save reportable data in any format (table, trace, pcap, etc.)</p> <p>(o) The user shall be able to zoom in to the reports to have a better view of a specific portion of the report.</p> <p>(p) The user shall be able to move backward or forward within the report in order to see the comparison between the values given in the report.</p>	
<b>2.</b>	<p><b>Data structure and interworking</b></p> <p>(a) The reporting solution shall support any set of measurements (KPIs) generated by the test system.</p> <p>(b) The data structure shall support multiple time zone settings based on user level.</p>	

<p>3.</p>	<p><b>Reporting functions</b></p> <p>(a) The reporting solution shall support the following aggregation methods:</p> <ul style="list-style-type: none"> <li>i. Minimum value within the aggregation interval;</li> <li>ii. Maximum value within the aggregation interval;</li> <li>iii. Average value for the aggregation interval;</li> <li>iv. Standard derivation for the aggregation interval;</li> <li>v. Percentile for the aggregation interval;</li> <li>vi. Sum of the values within the aggregation interval;</li> <li>vii. Count - number of events within the aggregation interval;</li> <li>viii. Raw values within the aggregation interval.</li> </ul> <p>(b) The reporting solution shall support a hierarchical approach for data presentation. This means a report definition shall contain multiple chart elements. Every chart element shall support multiple KPI measurements.</p> <p>(c) The reporting solution shall allow the planned distribution (schedule) of reports. The features shall be allowed on report level. Following schedule method shall be supported: single schedule order, periodic schedule order based on time zone settings, start and end timing as well as flexible distribution periods starting from a granularity of minutes.</p> <p>(d) The reporting solution shall support the diverse presentation types of KPI values. Those are:</p> <ul style="list-style-type: none"> <li>i. Markers and lines;</li> <li>ii. Lines;</li> <li>iii. Markers;</li> <li>iv. Areas;</li> <li>v. Bar stack and bar group (bar charts);</li> <li>vi. Table reports and matrix reports.</li> </ul> <p>(e) The reporting solution shall support ad hoc reporting functions to create results out of the test analysis.</p> <p>(f) The reports shall be viewable via smartphones and tablets too.</p>	
-----------	--	--

4.	<p><b>Alarming functions</b></p> <p>(a) The system shall allow the assignment of different alarm levels. Those are:</p> <ul style="list-style-type: none"> <li>i. Warning;</li> <li>ii. Minor;</li> <li>iii. Major;</li> <li>iv. Critical.</li> </ul> <p>(b) The alarm function shall support the variable threshold conditions:</p> <ul style="list-style-type: none"> <li>i. Above;</li> <li>ii. Above – or – equal;</li> <li>iii. Below;</li> <li>iv. Below – or – equal;</li> <li>v. Equal;</li> <li>vi. Not equal.</li> </ul> <p>(c) The alarm shall allow the activation and deactivation on user level.</p> <p>(d) The alarm activation shall be supported by status changes of the underlying KPI level or the alarm condition will be fulfilled.</p> <p>(e) The supervision of non-aggregated KPI thresholds shall be supported by the alarm function.</p> <p>(f) The alarm function shall support a graphical alarm report view showing the KPI (incl. Alarm threshold) history. The export and distribution of this report shall be supported</p>	
5.	The reporting tool shall support 2G, 3G, LTE, LTE-A technologies and Extendable to 5G.	
6.	The reporting tool shall have predefined report templates for each technology.	
7.	The reporting tool shall support automation to process and generate reports.	
8.	If required the reporting tool shall be scalable to client server architecture.	
9.	The Report tool shall support Merging multiple devices and data sets to create a single large data set.	
10.	The Report tool shall have predefined failure analysis dashboards for automatic reporting.	
11.	The Reporting tool shall have ability to create/build customized reports using drag-and-dropbased GUI.	
12.	The Reporting tool shall support both server-based licensing as well as dongle-based licensing.	
13.	The Reporting tool shall follow ITU Standard E.807 for Voice Call Reports.	

14.	The system shall support quick transition from the test cases management to trace analysis.	
15.	It shall be possible to export any trace files from the system.	
16.	The system shall be able to record traces of layer 3 messages; For 2G/3G/LTE: Non-Access Stratum (NAS). For 3G: Radio Resource Control (RRC). For LTE: E-RRC (E-UTRAN RRC).	
<b>System use cases</b>		
1.	<p><b>Periodical QoS testing and Monitoring</b></p> <p>(a) The system shall be capable of automated measurements 24x7 taken at the user's interface.</p> <p>(b) The system shall be capable of testing end-to-end quality for voice and data services by e.g. measuring call setup success rates, HSDPA HTTP average throughput or Mean Opinion Score for VoLTE calls.</p> <p>(c) The system shall support standardized KPI matrices to be deployed by several divisions, e.g. Service Operations, Service Quality Assurance, Network Operations, International Roaming and Revenue Assurance.</p> <p>(d) The system shall have scheduling function to start planned tests (5 min, 15 min, 30 min, 1-hour, daily trend charts).</p> <p>(e) The system shall be capable of configuring measurement periods (absolute start time, stop time; daily start time, stop time; predefined days of the week).</p> <p>(f) The system shall be capable of configuring the number of measurements in a selected period.</p> <p>(g) The system shall be capable of configuring the repetition of measurements between selected start and stop times.</p> <p>(h) The probes shall be operational 24x7 unattended.</p> <p>(i) Alarms shall be generated in case of probe interruption.</p> <p>(j) Upload of KPIs to a centralized alarming system shall be possible.</p> <p>(k) The system shall provide real-time feedback on the state of the network on service level.</p> <p>(l) It shall be possible to generate threshold triggered alarms based on the aggregated summary results.</p>	



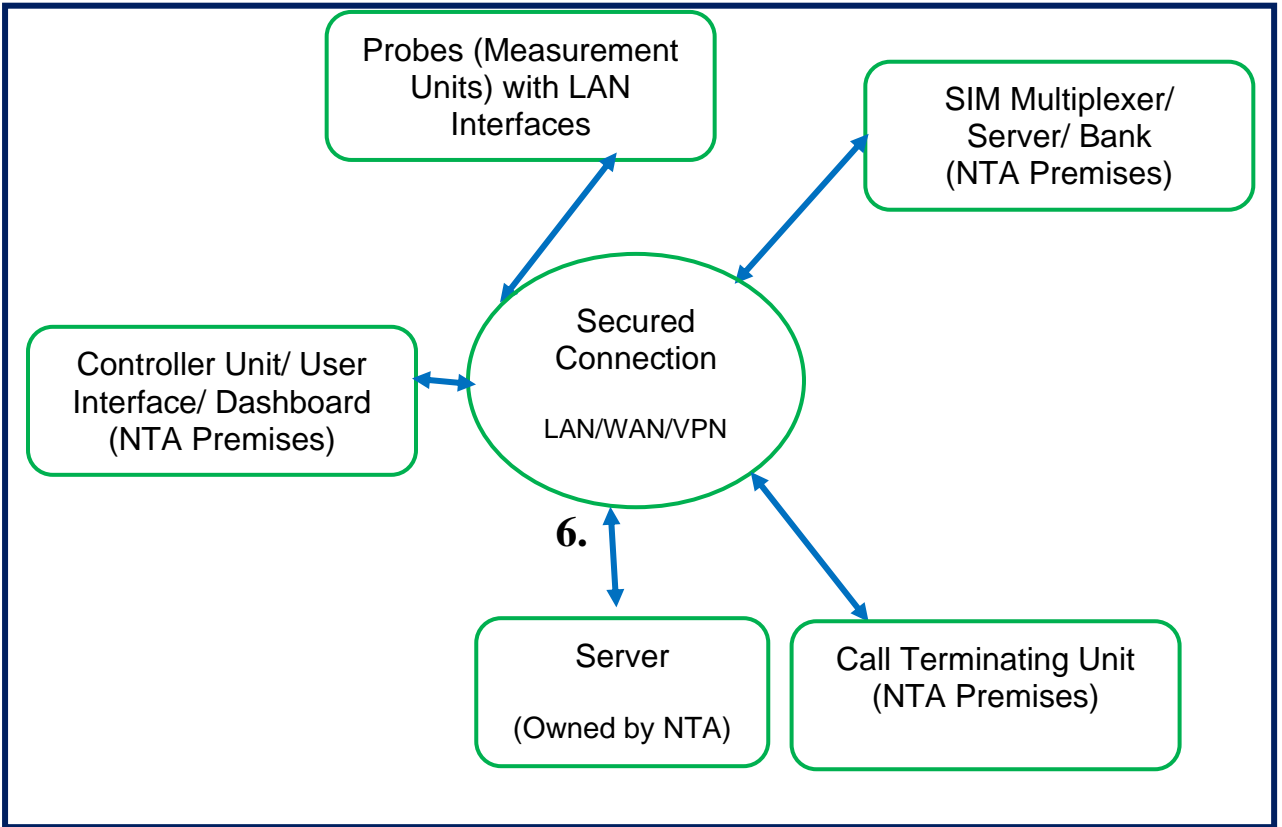
2.	<p><b>On-demand testing</b></p> <p>(a) The system shall support ad hoc testing.</p> <p>(b) The system shall enable connection to hosted probes in foreign countries.</p> <p>(c) The system shall ensure replication of test cases.</p> <p>(d) The system shall support various user profiles.</p>	
3.	<p><b>Network diagnosis</b></p> <p>(a) The system shall be capable of correlation of events in order to model the network and find the root cause of service outages.</p> <p>(b) Drill-down functionality and trace information shall be provided, from service chain visualization to raw measurement values</p>	
<b>Central Server</b>		
1.	Form Factor: 2URack Mountable with Rack mounting kit and cable management kit	
2.	Processor Type and Speed: 2 x Intel® Xeon® E5-2600Series v4, 3.5GHz CPU Frequency,25M Cache,8GT/s QPI, Power 85W, Memory Frequency 2133MHz or higher Processor Type and Speed	
3.	Memory: 32GB RDIMM DDR4 RAM, upgradable up to 128 GB registered DIMM or higher	
4.	Bays: Minimum 8 internal HDD bays	
5.	Hard Disk Drives: 4 x 500GB in HDD or higher	
6.	Networking features: 4 x 1 GB Ethernet Interface	
7.	Ports: USB 3.0 supporting with5 Total: (2) front, (1) internal and (2) rear accessible USB ports, 2 VGA Port, 1 Serial Port and 1 Secure Digital (SD) slot	
8.	PCIe slots: Minimum 6PCIe Slots	
9.	Optical drive Optional: Internal DVD RW Drive	
10.	Power Supply & Fans: Redundant platinum Power Supplies 500W (Max.) and Redundant hot-plug system fans	
11.	OS Support: Microsoft Windows Server/ Microsoft Windows Server Hyper-V/ RedHat Enterprise Linux (RHEL)/ SUSE Linux Enterprise Server (SLES)/ Ubuntu/ VMware/ Citrix Xen Server	
12.	Remote Manageability Software: System remote management software shall support browser based Graphical Remote Console with KVM feature and Dedicated Management Port.	
13.	Server Management: The Systems Management software shall be provided.	
14.	Warranty: 1year Parts and Labor	

<b>VPN Server</b>		
1.	Form Factor: 2URack Mountable with Rack mounting kit and cable management kit	
2.	Processor Type and Speed: Intel® Xeon® E5-2600Series v4, 2.2 GHz CPU Frequency, 20MB Cache,6.4GT/s QPI, Power 85W, Memory Frequency 2133MHz or higher Processor Type and Speed	
3.	Memory: 16GB RDIMM DDR4 RAM, upgradable up to 128 GB registered DIMM or higher	
4.	Bays: Minimum 8 internal HDD bays	
5.	Hard Disk Drives: 2 x 500GB in HDD or higher	
6.	Networking features: 4 x 1 GB Ethernet Interface	
7.	Ports: USB 3.0 supporting with5 Total: (2) front, (1) internal and (2) rear accessible USB ports, 1 VGA Port, 1 Serial Port and 1 Secure Digital (SD) slot	
8.	PCIe slots: Minimum 2PCIe Slots	
9.	Optical drive Optional: Internal DVD RW Drive	
10.	Power Supply & Fans: Redundant platinum Power Supplies 500W (Max.) and Redundant hot-plug system fans	
11.	OS Support: Microsoft Windows Server/ Microsoft Windows Server Hyper-V/ RedHat Enterprise Linux(RHEL)/ SUSE Linux Enterprise Server(SLES)/ Ubuntu/ VMware/ Citrix Xen Server	
12.	Remote Manageability Software: System remote management software shall support browser based Graphical Remote Console with KVM feature and Dedicated Management Port.	
13.	Server Management: The Systems Management software shall be provided.	
14.	Warranty: 1year Parts and Labor	
<b>Services and Technical Manpower</b>		
1.	The supplier shall provide the complete service for installation and commissioning of the system.	
2.	The supplier shall provide one dedicated technical expertfor three months period to support NTA officials in all related aspects of the complete system (not limited to configuration, operation, troubleshooting etc.). The expert shall be present at the NTA office (and server/ probes locations) during office hours of working days and be available on other days and time if required.	
3.	The supplier shall provide support anytime during the warranty period.	
4.	The supplier shall provide after sales support for next 5 years as per NTA requirement.	

5.	Supplier shall be ready to provide AMC for 4 years after warranty period (if requested by NTA), payment will be made by NTA on an annual basis.	
----	---	--

## **5. System Architecture and Drawing**

- a) The system shall be composed of the Central Server, which has all the required software to test different KPIs and Probes, which will carry the necessary test.
- b) The probes are used to run scheduled test calls/scenarios. Tests results shall be stored in the system central server database, and shall be used to create KPI trends for success rates and quality performance.
- c) The required system architecture shall be a client-server configuration, with the probes installed at different locations. The probes shall be connected to the central server using a GPRS/3G/HSDPA connection. The probes shall not cause any deterioration on the connected network, the broadband probe to be LAN/WAN supportive.
- d) The application shall be user-friendly to handle the operation and configuration of the probes
- e) Central server deployed would ideally be of high availability design for both hardware and software.
- f) The bidder is to indicate the maximum capacity of the central server(e.g. in terms of number of probes it can support).
- g) It shall be possible to easily create any required test scenario using the test cases available in the library and to validate the designed test scenario to ensure its proper functionality.
- h) The client workstations shall be normal PC running Windows, Linux, Mac etc. with the latest hardware/software releases.



## **5. Issuance of Certificates**

### Proof of Consent (PoC) Certificate:

After the issuance of Letter of Intent (LoI), the Supplier/ Successful Bidder shall be ready to demonstrate the features and requirements complied in the technical specifications within one week. PoC shall be concluded by the Supplier/ Successful Bidder within 2 weeks from the date of LoI.

After the successful completion of PoC, Nepal Telecommunications Authority shall issue Proof of Consent Certificate within 7 days from the completion of PoC.

### Provisional Acceptance Certificate (PAC)

After the successful installation and testing, Supplier/ Successful Bidder shall invite Nepal Telecommunication Authority for Provisional Acceptance Test (PAT). Nepal Telecommunication Authority shall form the PAT team and commence the PAT within 15days from the date of invitation for PAT. Nepal Telecommunication Authority with the support of Supplier shall complete PAT and submit the PAT report within 30days from the date of formation of team. After successful PAT, Nepal Telecommunication Authority and Supplier jointly submit the PAT report mentioning all the pending deficiencies (if exists). PAT also includes the physical verification of the goods as per Schedule of Requirements (SoR) of tender document. It is the responsibility of the Supplier/ Successful Bidder to ensure that it has supplied the system as per the Schedule of Requirements (SoR).

If the deficiencies that do not affect the immediate commercialization of the System are observed during the PAT, those deficiencies shall be mentioned in the PAT report and shall be corrected within Stabilization Period.

However, the Supplier/ Successful Bidder shall deliver all the minor goods before issuance of Final Acceptance Certificate (FAC).

After the successful completion of PAT, Nepal Telecommunication Authority shall issue PAC within 15 days.

### Stabilization period

After the issuance of the provisional acceptance certificate (PAC), the stabilization period of 30days shall commence.

### Final Acceptance Certificate (FAC)

Nepal Telecommunication Authority shall issue the Final Acceptance Certificate (FAC) within 15days from date of successful completion of Stabilization period.

### Warranty Period

The Warranty period shall be 1 year from the date of Issuance of FAC.

### Warranty Completion Certificate (WCC)

Nepal Telecommunication Authority shall issue the Warranty Completion Certificate (WCC) within 30days after the successful completion of warranty as specified in general technical specification of this section.

Training Completion Certificate

Training Completion Certificate shall be issued after the successful completion of respective service.

Factory Inspection Certificate

Factory Inspection Certificate shall be issued after the successful completion of respective service.

## **Section VI. General Conditions of Contract**

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC are a Contract document and, therefore, are a part of the Contract.



# Section VI. General Conditions of Contract

## Table of Clauses

1. Definitions	6-1
2. Contract Documents	<b>6-Error! Bookmark not defined.</b>
3. Fraud and Corruption	<b>6-Error! Bookmark not defined.</b>
4. Interpretation	6-4
5. Language	6-5
6. Joint Venture, Consortium or Association	6-6
7. Notices	6-6
8. Governing Law	6-6
9. Settlement of Disputes	6-6
10. Scope of Supply	6-6
11. Delivery	6-7
12. Supplier's Responsibilities	6-7
13. Purchaser's Responsibilities	6-7
14. Contract Price	6-7
15. Terms of Payment	6-7
16. Taxes and Duties	6-8
17. Performance Security	6-8
18. Copyright	6-8
19. Confidential Information	6-9
20. Subcontracting	6-9
21. Specifications and Standards	6-10
22. Packing and Documents	6-10
23. Insurance	6-10
24. Transportation	6-11
25. Inspections and Tests	6-11
26. Liquidated Damages	6-12
27. Warranty	6-12
28. Patent Indemnity	6-13
29. Limitation of Liability	6-14
30. Change in Laws and Regulations	6-14
31. Force Majeure	6-14
32. Change Orders and Contract Amendments	6-15
33. Extensions of Time	6-15
34. Termination	6-16
35. Assignment	6-18

**1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

(c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) “Day” means calendar day.

(e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) “GCC” means the General Conditions of Contract.

(h) “GoN” means the Government of Nepal.

(i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(j) “Purchaser’s Country” is the country of Nepal .

(k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.

(l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

(m) “SCC” means the Special Conditions of Contract.

(n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is

subcontracted by the Supplier.

(o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(p) “The Site,” where applicable, means the place named in the SCC.

## **2. Contract Documents**

1.2 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **3. Fraud and Corruption**

3.1 Public procurement act, 2063 requires that public Entities, Bidders, Supplies, Contractors and consultant under Public contract to serve the highest standard of ethics during the procurement and execution of such contract.

3.2 If the Purchaser determines at any time that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 15 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything 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 or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) “obstructive practice” means

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.

1.3 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years including on the following grounds and seriousness of the act committed by the bidder:

(a) if it is established that the Supplier has committed acts specified in ITB 3.2,

(b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

3.3 In case of DP funded bid, DP:

(a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

(c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

#### **4. Interpretation**

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

1.5 Incoterms

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

(b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

#### 1.6 Entire Agreement

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

#### 1.7 Amendment

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

#### 1.8 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 1.9 Severability

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

### 5. **Language**

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

translation shall govern.

1.11 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**6. Joint Venture, Consortium or Association**

1.12 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

1.13 **The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.**

**7. Notices**

1.14 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

1.15 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

**8. Governing Law**

1.16 The Contract shall be governed by and interpreted in accordance with the laws of the Nepal, unless otherwise specified in the SCC.

**9. Settlement of Disputes**

1.17 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

1.18 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms **specified in the SCC.**

**10. Scope of Supply**

1.19 Subject to the SCC, the Goods and Related Services to be supplied shall be as **specified in Section V, Schedule of Supply.**

1.20 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract

but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

**11. Delivery**

1.21 Subject to GCC Sub-Clause **32.1**, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier **are specified in the SCC.**

**12. Supplier's Responsibilities**

1.22 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause **10**, and the Delivery and Completion Schedule, as per GCC Clause **11.**

**13. Purchaser's Responsibilities**

1.23 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities of Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

1.24 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause **13.1.**

**14. Contract Price**

1.25 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

1.26 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

**15. Terms of Payment**

1.27 The Contract Price shall be paid as specified in the SCC.

1.28 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.

1.29 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

1.30 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.

1.31 In the event that the Purchaser fails to pay the Supplier any

payment by its due date or within the period set forth in the GCC 15.3, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.

**16. Taxes and Duties**

1.32 For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal.

1.33 For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.

1.34 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**17. Performance Security**

1.35 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

1.36 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.37 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

1.38 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

**18. Copy right**

1.39 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.



**19. Confidential Information**

1.40 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

1.41 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

1.42 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Donor or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

1.43 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

1.44 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

**20. Sub-contracting**

1.45 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

1.46 Subcontracts shall comply with the provisions of GCC Clauses

3.

**21. Specifications and Standards**

1.47 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

1.48 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

**22. Packing and Documents**

1.49 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

1.50 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**23. Insurance**

1.51 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified**

**in the SCC.**

**24. Transportation**

1.52 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Supply.

**25. Inspections and Tests**

1.53 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.

1.54 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as **specified in the SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

1.55 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause **25.2**, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

1.56 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

1.57 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

1.58 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

1.59 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the

specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause **25.4**.

1.60 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause **25.6**, shall release the Supplier from any warranties or other obligations under the Contract.

**26. Liquidated Damages**

1.61 Except as provided under GCC Clause **31**, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause **34**.

**27. Warranty**

1.62 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.63 Subject to GCC Sub-Clause **21.1**, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.64 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

1.65 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.66 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the

defective Goods or parts thereof, at no cost to the Purchaser.

1.67 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **28. Patent Indemnity**

1.68 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

1.69 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

1.70 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

1.71 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

1.72 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**29. Limitation of Liability**

1.73 Except in cases of gross negligence or willful misconduct :

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**30. Change in Laws and Regulations**

1.74 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

**31. Force Majeure**

1.75 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1.76 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is

unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

1.77 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **32. Change Orders and Contract Amendments**

1.78 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

1.79 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

1.80 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **33. Extensions of Time**

1.81 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly and **at least twenty one (21) days** before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the

Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided under GCC Clause **31**, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause **26**, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause **33.1**.

**34. Termination**

**34.1 Termination for Default**

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**34.2 Termination for Insolvency.**

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

**34.3 Termination for Convenience.**

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which



such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## **35. Assignment**

## **Section VII. Special Conditions of Contract**

The Special Conditions of Contract (SCC) contain provisions that the GCC require be specified for a particular bidding process. The Purchaser should include at the time of issuing the Bidding Document, all information or specifications that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses. This Guide helps the Purchaser to input all information required. It includes a SCC format that summarizes all information to be provided.

The SCC are a Contract document and, therefore, are a part of the Contract.

## Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(k)</b>	The Purchaser is: Nepal Telecommunications Authority
<b>GCC 1.1 (p)</b>	The Site is: Nepal Telecommunications Authority, Kamaladi, Kathmandu
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <u>2010 or Higher</u>
<b>GCC 5.1</b>	The language shall be: <u>English</u>
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association <u>shall</u> jointly and severally liable.
<b>GCC 7.1</b>	For <b>notices</b> , the Purchaser's address shall be: Name and Address of the Purchaser: Nepal Telecommunications Authority (NTA), Kamaladi, Kathmandu, Nepal Telephone number: +977-1-4255474 Facsimile number: +977-1-4255250 e-mail Address: ntra@nta.gov.np
<b>GCC 8.1</b>	The governing law shall be the law of: <i>Nepal</i>
<b>GCC 9.2</b>	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at Kathmandu, Nepal
<b>GCC 10.1</b>	The Scope of Supply shall be defined in <i>Section V, Schedule of Supply</i> or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Supply included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.
<b>GCC 11.1</b>	Details of shipping and documents to be furnished by the Supplier shall be:  <b>“For Goods supplied from abroad as per Incoterms CIP:</b>  Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the

	<p>Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>a) Five (5) copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>b) original and Four (4) copies of the negotiable, clean, on-board bill of lading marked —freight prepaidll and four (4) copies of nonnegotiable bill of lading;</li> <li>c) Five (5) copies of the packing list identifying contents of each package;</li> <li>d) insurance certificate;</li> <li>e) Manufacturer’s or Supplier’s warranty certificate;</li> <li>f) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</li> <li>g) Certificate of origin.</li> </ul> <p>The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b>For Goods from within the Purchaser’s country as per Incoterm EXW:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>a) Five (5) copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>b) delivery note, airway, railway receipt, or truck receipt;</li> <li>c) Manufacturer’s or Supplier’s warranty certificate;</li> <li>d) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</li> <li>e) Certificate of origin.</li> </ul> <p>The Purchaser, shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p><b>GCC 14.2</b></p>	<p>The price adjustments shall be: <b>Not Applicable</b></p>
<p><b>GCC 15.1</b></p>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p><b>The payment shall be made:</b></p> <ul style="list-style-type: none"> <li>(a) through an irrevocable confirmed letter of credit opened in favour of the Supplier, or</li> <li>(b) through accounts section of the Purchaser,</li> </ul>

**100% Payment for the Goods supplied from abroad shall be made through Irrevocable Letter of Credit (L/C) opened in favour of Supplier.**

- All payment under this contract shall be made only after deduction of withholding tax (TDS – Tax Deduction at Source) as per the Income tax law of Nepal.
  - Supplier shall submit error free Pro-Forma Invoice within 7 days from the date of signing the Contract. NTA shall open L/C within 15 days from the date of receipt of the error free Pro-Forma invoice from Supplier.
  - Opening of L/C For Extended Warranty One month prior to the completion of Warranty period, the Contractor shall submit Performance security amounting equivalent percentage as determined from GCC17.1 of the total price of Extended warranty.
-

**GCC 15.1**

GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied from abroad:**

Payment of foreign currency portion shall be made in (\_\_\_\_) [*currency of the Contract Price*] in the following manner:

(i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

(ii) **On Shipment: Sixty** (60) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.

(iii) **On Acceptance:** Fifteen (15) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

(iv) **On Acceptance of warranty: Five** (5) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of claim supported by the warranty acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in NPR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**Payment for Goods and Services supplied from within the Purchaser's country:**

Payment for Goods and Services supplied from within the Purchaser's country shall be made in NPR. Payment mode shall be as mention above.

<b>GCC 15.4</b>	<b>The currencies for payments shall be: NPR/USD/Euro</b>
<b><u>GCC 15.5</u></b>	<b><u>The interest rate that shall be applied for payment delay is : 10%</u></b>
<b>GCC 17.1</b>	<p>The Supplier shall provide a Performance Security of five (5) percent of the Contract Price.</p> <p>The Supplier shall provide a Performance Security at the time of signing the Contract as per Sample Form attached in Section VIII "Contract Forms". The currency of the bank guarantee shall be in currency of contract or equivalent amount in US\$. The validity of the bank guarantee shall cover one month more than the warranty period as mentioned in Section GCC 27.</p> <p>The amount of Performance Security shall be as follows:</p> <p>If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (Five) percent of the bid price.</p> <p>For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>For the purpose of calculation of Performance Security amount, the prices quoted in foreign currency exclusive of custom duties &amp; VAT and the prices quoted in NPR inclusive of VAT shall be considered.</p>
<b>GCC 17.3</b>	<p>The types of acceptable Performance Securities are:</p> <p><i>A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</i></p>
<b>GCC 22.2</b>	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <ol style="list-style-type: none"> <li>a. Contract number :</li> <li>b. Name and address of the Purchaser:</li> <li>c. Country of origin,</li> <li>d. Gross weight</li> <li>e. Net weight</li> <li>f. Package number of total number of packages</li> <li>g. Brief description of content Upright markings,</li> </ol>

	<p>Where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p>
<b>GCC 23.1</b>	<p>The insurance coverage shall be in accordance with:</p> <p><i>“The Supplier must insure the Goods in an amount equal to 110 percent of the CIP price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks, Arson and Strikes.”</i></p>
<b>GCC 24.1</b>	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p><i>The supplier is required under the contract to transport the Goods to a specified place of final destination within the purchaser’s country, defined as the project site, transport to such place of destination in the Purchaser’s country including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.</i></p>
<b>GCC 25.2</b>	<p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:</p> <p><u>Proof of Consent (PoC) Certificate:</u></p> <p>After the issuance of Letter of Intent (LoI), the Supplier/ Successful Bidder shall be ready to demonstrate the features and requirements complied in the technical specifications within one week. PoC shall be concluded by the Supplier/ Successful Bidder within 2 weeks from the date of LoI.</p> <p>After the successful completion of PoC, Nepal Telecommunications Authority shall issue Proof of Consent Certificate within 7 days from the completion of PoC..</p> <p><u>Factory Inspection Certificate</u></p> <p>Factory Inspection Certificate shall be issued after the successful completion of respective service.</p> <p><u>Provisional Acceptance Certificate (PAC)</u></p> <p>After the successful installation and testing, Supplier/ Successful Bidder shall invite Nepal Telecommunication Authority for Provisional Acceptance Test (PAT). Nepal Telecommunication Authority shall form the PAT team and commence the PAT within 15days from the date of invitation for PAT. Nepal Telecommunication Authority with the support of Supplier shall complete PAT and submit the PAT report within 30days from the date of formation of team. After successful PAT, Nepal Telecommunication Authority and Supplier jointly submit the PAT report mentioning all the pending deficiencies (if exists). PAT also includes the physical verification of the goods as per Schedule of Requirements (SoR) of tender document. It is the responsibility of the Supplier/ Successful Bidder to ensure that it has supplied the system as per the Schedule of Requirements (SoR).</p> <p>If the deficiencies that do not affect the immediate commercialization of the</p>



	<p>System are observed during the PAT, those deficiencies shall be mentioned in the PAT report and shall be corrected within Stabilization Period.</p> <p>However, the Supplier/ Successful Bidder shall deliver all the minor goods before issuance of Final Acceptance Certificate (FAC).</p> <p>After the successful completion of PAT Nepal Telecommunication Authority shall issue PAC within 15days.</p> <p><u>Stabilization period</u></p> <p>After the issuance of the provisional acceptance certificate (PAC), the stabilization period of 30 days shall commence.</p>
<b>GCC 26.1</b>	<p><u>Final Acceptance Certificate (FAC)</u></p> <p>Nepal Telecommunication Authority shall issue the Final Acceptance Certificate (FAC) within 15days from date of successful completion of Stabilization period.</p> <p><u>Warranty Period</u></p> <p>The Warranty period shall be 1 year from the date of Issuance of FAC.</p> <p><u>Warranty Completion Certificate (WCC)</u></p> <p>Nepal Telecommunication Authority shall issue the Warranty Completion Certificate (WCC) within 30days after the successful completion of warranty as specified in general technical specification of this section.</p> <p><u>Training Completion Certificate</u></p> <p>Training Completion Certificate shall be issued after the successful completion of respective service at the place of manufacturer</p>
<b>GCC 26.1</b>	<p>The maximum amount of liquidated damages shall be: <i>maximum amount for liquidated damages, i.e. ten (10) percent of the Contract Price.</i></p>
<b>GCC 27.3</b>	<p>The period of validity of the Warranty shall be: <b>1 Year</b></p>
<b>GCC 27.5</b>	<p>The Supplier shall correct any defects covered by the Warranty within : <i>15of being notified by the Purchaser of the occurrence of such defects</i></p>

# Section VIII. Contract Forms

## Table of Forms

<b>Letter of Intent</b>	
<b>Letter of Acceptance</b>	
<b>Agreement Form</b>	<b>8-10</b>
<b>Performance Security</b>	<b>8-15</b>
<b>Advance Payment Security</b>	<b>8-16</b>

---

# Letter of Intent

*[on letterhead paper of the Purchaser]*

.....*[insert date]*.

To: ..... *[insert name and address of the Contractor]*

Subject:*Issuance of letter of intent to award the contract .*

This is to notify you that, it is our intention to award the contract ..... *[insertdate]* for execution of the ..... *[insert.name of the contract and identification number]* to you as your bid price .....  
.. *[insert currency and .amount in figures and words]*. as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

**CC:**

*[Insert name and address of all other Bidders, who submitted the bid]*

***[Notes on Letter of Intent***

*The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.]*

---

# Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *date* .....

To: ..... *name and address of the Supplier* .....

Subject:            *Notification of Award*

This is to notify that your Bid dated . . . .*[insert date]* for execution of the . . . . .*[insert .name of the contract and identification number]* for the Contract price of .....*[insert currency and amount in figures and words]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

**Name and Title of Signatory:**



# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called “the Purchaser”), and

(2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the

---

Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of “Nepal” on the day, month, and year indicated above.

Signed by **[insert authorized signature for the Purchaser]** (for the Purchaser)

Signed by **[insert authorized signature for the Supplier]** (for the Supplier)

---

# Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

**[insert complete name and number of Contract]**

To: **[insert complete name of Purchaser]**

WHEREAS **[insert complete name of Supplier]** (hereinafter “the Supplier”) has received the notification of award for the execution of **[insert identification number and name of contract]** (hereinafter “the Contract”). ] (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned notification of award that the Supplier shall furnish you with a security **[insert type of security]** issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency or currencies and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the **[insert day, month, year]**.

Name: **[insert complete name of person signing the Security]**

In the capacity of: **[insert legal capacity of person signing the Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: **[insert date of signing]**

---

## Advance Payment Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

**[insert complete name and number of Contract]**

To: **[insert complete name of Purchaser]**

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Supplier]** (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of **[indicate type of security]**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert full address of Guarantor]** (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until **(insert day, month, year)**. **[Contract completion date may be a basis for this date]**

Name: **[insert complete name of person signing the Security]**

In the capacity of: **[insert legal capacity of person signing the Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: **[insert date of signing]**

---