



NEPAL TELEVISION CORPORATION

BIDDING DOCUMENT

For

**25 MHz Standard C-Band Satellite
Bandwidth Acquisition**

**International Competitive Bidding (ICB)
Tender No. NTV 077/078-13**

Issued on: 28th June, 2021

Invitation for Bids No.: NTV- 077/78-13

Purchaser:

Nepal Television Corporation

Singhdurbar, Kathmandu, Nepal

Tel: +977 1 4200348 ext 110

Electronic Mail Address: procurement.ntv@gmail.com

Website: <http://www.ntv.org.np>

[Handwritten Signature]



Invitation for Bids (IFB)

Nepal Television Corporation (NTV)
Central Office, Kathmandu

Invitation for 25 MHz Standard C-Band Satellite Bandwidth Acquisition on Geostationary satellite.

International Competitive Bidding (ICB)
Contract Identification No: NTV-077/78-13

Date of publication: 28th June, 2021

Nepal Television Corporation intends to lease 25 MHz Standard C-Band satellite Segment on Geostationary satellite for content distribution and TV transmission of its five existing and upcoming HD channels in efficient way.

For this purpose, Nepal Television invites sealed bids from interested Bidders for the Bid No. NTV-077/78-13 for “Invitation for Invitation for 25 MHz Standard C-Band Satellite Bandwidth Acquisition”.

- 1. The Bidders, who meet the Qualification Criteria can participate in this Bid. Therefore, before purchasing the Bidding Document, Bidders are requested to read the document available in <http://bolpatra.gov.np/egp> carefully.***
- Eligible Bidders may obtain further information and the bidding documents from the the following address:

Nepal Television Corporation (NTV)
Singhdurbar, Kathmandu, Nepal
Tel. No. : 977-1-4200348
Fax No. : 977- 1-4200212
E-mail: procurement.ntv@gmail.com

- Bidding documents may be purchased by eligible bidders from the EGP portable of PPMO www.bolpatra.gov.np/egp upon by submitting bank receipt non-refundable fee of NPR.20,000.00 (In Words: Nepali Rupees: Twenty Thousand Only). Pre-bid meeting shall be held at Nepal Television, Central Office, Singhdurbar, Kathmandu, Nepal at 12:00 Noon on 18th July, 2021.
- Bids shall be opened in the presence of Bidders' representatives (if none of the representative is present, even the bid shall be opened) at 01:00PM on 12th August 2021 at Nepal Television, Central Office, Singhdurbar, Kathmandu, Nepal. Bids must be valid for a period of 120 days counting from the day of bid opening and must be accompanied by bid security, amounting to **US\$.1,00,000** (In Words: United State Dollar One hundred thousand only) which shall be ***valid for minimum 30 days*** beyond the bid validity period.
- If the bidder intends to submit the Bid Security in the form of cash shall deposit the cash in the account of the Purchaser and submit (upload) the receipt of the deposited amount of cash along with the bid. The account details of the Purchaser for depositing Cash for document purchase and Bid Security is as follows:





| Description | Nepali Currency |
|------------------|------------------------|
| Name of the Bank | Bank of Kathmandu Ltd. |
| A/C No. | 015900100615524 |
| Swift Code | BOKLNPKA |

6. If the last date of purchasing, submission and opening falls on a government holiday, then the next working day shall be considered as the last day. In such case, the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
7. 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.

End of IFB





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NTV-077/78- for “Invitation for 25 MHz Standard C-Band Satellite Bandwidth Acquisition ”.



PART 1 – Bidding Procedures

Section I.

Instructions to Bidders

Section I. Instruction to Bidders

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| A. General | |
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| 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 NTV 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 NTV intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. Or NTV Funded: In accordance with its annual program and budget, approved by the NTV, 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 NTV and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the NTV 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 NTV 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 (NTV) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under NTV/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: |




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| | <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> I. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NTV/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 II. Acts intended to materially impede the exercise of the NTV’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below. III. 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; IV. will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a NTV/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 NTV/DP-financed contract. |
| 3.2 | <p>The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> (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 |

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| | <p>property of any person to be involved in the procurement proceedings,</p> <p>(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,</p> <p>(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.</p> |
| 3.3 | <p>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:</p> <p>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,</p> <p>(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,</p> |
| 3.4 | <p>A bidder declared blacklisted and ineligible by the NTV, 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 NTV, PPMO and/or the DP.</p> |
| 3.5 | <p>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.</p> |
| 3.6 | <p>DP Funded: In pursuance of the fraud and corruption policy, the DP.</p> <p>(a) 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;</p> <p>(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the Goon 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 NTV having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.</p> |
| <p>4. Eligible Bidders</p> | |
| 4.1 | <p>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 as specified in BDS or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:</p> <p>(a) all parties to the JV shall be jointly and severally liable; and</p> <p>(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</p> |

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| | contract execution |
| 4.2 | <p>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:</p> <ul style="list-style-type: none"> (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. |
| 4.3 | <p>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.</p> |
| 4.4 | <p>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.</p> |
| 4.5 | <p>Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> |
| 4.6 | <p>Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none"> (a) 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. (b) 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; (c) 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 |

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| | fraud and corruption in projects financed by them. |
| 4.7 | DP Funded: A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP. |
| 4.8 | 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 Tax 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. |
| 5. Eligible Goods and Related Services | |
| 5.1 | 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. 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. |
| 6. Site Visit | |
| 6.1 | 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. |
| 6.2 | The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. |
| 6.3 | The costs of visiting the Site shall be at the Bidder’s own expense. |
| B. Contents of Bidding Document | |
| 7. Sections of the Bidding Document | |
| 7.1 | 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 <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms |

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| | <p style="text-align: center;">PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Supply <p style="text-align: center;">PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms |
| 7.2 | The Invitation for Bids issued by the Purchaser is not part of the Bidding Document. |
| 7.3 | The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser. |
| 7.4 | 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. |
| 8. Clarification of Bidding Document/Pre-Bid Meeting | |
| 8.1 | 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. |
| 8.2 | 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. |
| 9. Amendment of Bidding Document | |
| 9.1 | At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. |
| 9.2 | 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. |
| 9.3 | 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 |





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| | deadline for the submission of the Bids, pursuant to ITB 24.2 |
| C. Preparation of Bids | |
| 10. Cost of Bidding | |
| 10.1 | 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. |
| 11. Language of Bid | |
| 11.1 | 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 <i>specified in the BDS</i> . 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 <i>specified in the BDS</i> , in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 12. Documents Comprising the Bid | |
| 12.1 | The Bid shall comprise the following: <ul style="list-style-type: none"> (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16; (b) Bid Security, in accordance with ITB 21; (c) alternative bids, if permissible, in accordance with ITB 14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (h) any other document required in the BDS. |
| 13. Bid Submission Sheet and Price Schedules | |
| 13.1 | 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. |
| 13.2 | 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 . |

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| 14. Alternative Bids | |
| 14.1 | Unless otherwise indicated in the BDS , alternative bids shall not be considered. |
| 15. Bid Prices and Discounts | |
| 15.1 | 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. |
| 15.2 | 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 |
| 15.3 | The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. |
| 15.4 | The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet. Also Refer to BDS for instructions. |
| 15.5 | The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Inco-terms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS. |
| 15.6 | <p>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:</p> <p>(a) For Goods manufactured in Nepal:</p> <ol style="list-style-type: none"> 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. <p>(b) For Goods manufactured outside Nepal, to be imported:</p> |

- 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**;
- ii. 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*;
- iii. 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 customs duties and other import taxes already paid or to be paid on the Goods already imported.
- ii. the customs 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 customs duties, Value Added Tax and other taxes applicable in the Purchaser's country, payable on the

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| | related services, if the contract is awarded to the Bidder. |
| 15.7 | <p>a) 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.</p> <p>b) 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.</p> |
| 16. Currencies of Bid | |
| 16.1 | <p>Bid prices shall be quoted in the following currencies:</p> <p>(a) 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 currencies <i>as specified in BDS</i> in addition to the Nepali currency.</p> <p>(b) 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.</p> |
| 17. Documents Establishing the Eligibility of the Bidder | |
| 17.1 | <p>To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <p>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and</p> <p>(b) 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.</p> |
| 17.2 | 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. |

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| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | |
| 18.1 | 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 |
| 18.2 | 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. |
| 18.3 | 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. |
| 18.4 | 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. |
| 19. Documents Establishing the Qualifications of the Bidder | |
| 19.1 | 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. |
| 19.2 | 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. |
| 19.3 | 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. |
| 19.4 | A foreign Bidder wishing to have or already having a local agent shall state the following: |

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| | <p>(a) Name and address of the Agent/Representative,</p> <p>(b) The Agent/Representative providing type of services,</p> <p>(c) Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,</p> <p>(d) Other agreement with Agent/Representative, if any,</p> <p>(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",</p> <p style="padding-left: 40px;">If the agent has not been appointed:</p> <p>(f) Source of information about tender invitation,</p> <p>(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,</p> <p>(h) Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,</p> <p>(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.</p> |
| 19.5 | <p>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.</p> |
| <p>20. Period of Validity of Bids</p> | |
| 20.1 | <p>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.</p> |
| 20.2 | <p>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. Also refer to BDS for further instruction.</p> |
| <p>21. Bid Security</p> | |
| 21.1 | <p>Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in</p> |




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| | original form, a Bid Security as specified in the BDS. |
| 21.2 | <p>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:</p> <ul style="list-style-type: none"> (a) original copy of an unconditional bank guarantee from reputed commercial foreign bank or; (b) original copy of an unconditional bank guarantee from "A" class commercial bank in Nepal or; (c) Original copy of cash deposit voucher in the Purchaser's Account as specified in BDS. <p>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.</p> <p>A bid security issued by foreign bank must be counter – guaranteed by an "A" class commercial bank in Nepal acceptable to the Purchaser.</p> |
| 21.3 | <p>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.</p> <p>In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.</p> |
| 21.4 | 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. |
| 21.5 | 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. |
| 21.6 | <p>The Bid Security may be forfeited when the :</p> <ul style="list-style-type: none"> (a) If a Bidder requests for withdrawal or modification of its bid as against of the ITB clause 26.3 during the period of bid validity specified by the Bidder on the Bid submission form except as provided in ITB 20.2; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> i. sign the Contract in accordance with ITB 44; or ii. Furnish a Performance Security in accordance with ITB 43. <p>Refer to BDS for further instruction</p> |
| 21.7 | The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV |

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| | 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 intention mentioned in ITB 17.1. |
| 22. Format and Signing of Bid | |
| 22.1 | 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. |
| 22.2 | 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. |
| 22.3 | 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 | |
| 23. Submission, Sealing and Marking of Bids | |
| 23.1 | 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 . |
| 23.2 | 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. |
| 23.3 | The inner and outer envelopes shall: <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 24.1; (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and (d) Bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING", in accordance with ITB 27.1. |
| 23.4 | 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. |
| 24. Deadline for Submission of Bids | |
| 24.1 | Bids must be received by the Purchaser at the address and no later than the date and |

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| | <p>time <i>indicated in the BDS</i>.</p> <p>In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> |
| 24.2 | <p>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.</p> |
| <p>25. Late bids</p> | |
| 25.1 | <p>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.</p> |
| <p>26. Withdrawal and Modification of Bids</p> | |
| 26.1 | <p>A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows:</p> <ol style="list-style-type: none"> i. Bids submitted in hard Copy <ol style="list-style-type: none"> a. A bidder may withdraw or modify its bids 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 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: <ol style="list-style-type: none"> I. prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and II. Received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22. ii. E-submitted bids. <ol style="list-style-type: none"> a. Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-procurement portal system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid. |
| 26.2 | <p>Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.</p> |
| 26.3 | <p>In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the</p> |

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| | <p>expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p> <p>In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof.</p> |
| 26.4 | Sealed envelope pursuant to ITB 26.1 shall be opened only on the date and time of opening of bid. |
| 27. Bid Opening | |
| 27.1 | <p>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. The Purchaser shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time.</p> <p>Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p> |
| 27.2 | <p>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.</p> |
| 27.3 | <p>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.</p> |

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| 27.4 | 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. The Bidders' representatives who are present shall also be requested to sign an attendance sheet. |
| E. Evaluation and Comparison of Bids | |
| 28. Confidentiality | |
| 28.1 | 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. |
| 28.2 | 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. |
| 28.3 | 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. |
| 29. Clarification of Bids | |
| 29.1 | 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. |
| 30. Deviations, Reservations, and Omissions | |
| 30.1 | During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or |

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| | documentation required in the Bidding Document. |
| 31. Determination of Responsiveness | |
| 31.1 | 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. |
| 31.2 | 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, <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> 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 (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. |
| 31.3 | 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. |
| 32. Non-material Non-conformities | |
| 32.1 | 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. |
| 32.2 | 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. |
| 32.3 | 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. |
| 32.4 | 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. |
| 32.5 | If the value is found fifteen percent more than the quoted amount of the bidder on account of minor differences pursuant to as specified in BDS, such bid shall be |

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| | considered ineffective in substance and shall not be considered for evaluation. |
| 33. Correction of Arithmetical Errors | |
| 33.1 | <p>Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>(a) 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;</p> <p>(b) 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</p> <p>(c) 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.</p> |
| 33.2 | 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. |
| 34. Conversion to Single Currency | |
| 34.1 | For evaluation and comparison purposes, the price quoted in different currency(ies) of the bid shall be converted into Nepali Rupees using the selling exchange rates established by Nepal Rashtra Bank and on the date of bid opening. |
| 35. Domestic Preference | |
| 35.1 | Unless otherwise specified in the BDS , domestic preference shall be a factor in bid evaluation. |
| 36. Evaluation of Bids | |
| 36.1 | The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. |
| 36.2 | 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. |
| 36.3 | <p>To evaluate a Bid, the Purchaser shall consider the following:</p> <p>(a) evaluation will be done for Items or Lots, as specified in the BDS; the bid price as quoted in accordance with ITB 15;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB 15.4; and</p> <p>(d) Price adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification</p> |

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| | <p>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.</p> <p>(e) Price adjustment due to the application of a margin of preference in accordance with ITB clause 35.</p> |
| 36.4 | <p>The Purchaser's evaluation of a bid will exclude and not take into account:</p> <p>(a) 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;</p> <p>(b) 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</p> <p>(c) Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</p> |
| 36.5 | <p>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).</p> |
| 36.6 | <p>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.</p> |
| <p>37. Comparison of Bids</p> | |
| 37.1 | <p>The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 36.</p> |
| <p>38. Post-qualification of the Bidder</p> | |
| 38.1 | <p>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.</p> |
| 38.2 | <p>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.</p> |
| 38.3 | <p>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</p> |

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| | event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 39. Purchaser's Right to Accept Any Bid, and to reject any or All Bids | |
| 39.1 | 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. Also refer to BDS. |
| F. Award of Contract | |
| 40. Award Criteria | |
| 40.1 | 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. |
| 41. Purchaser's Right to Vary Quantities at Time of Award | |
| 41.1 | 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. |
| 42. Notification of Intention to Award | |
| 42.1 | 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 |
| 42.2 | 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. |
| 43. Performance Security | |
| 43.1 | 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. |
| 43.2 | Failure of the successful Bidder to submit the above-mentioned Performance Security |




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| | 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. |
| 44. Signing of Contract | |
| 44.1 | 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. |
| 44.2 | 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. |
| 44.3 | 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 |
| 44.4 | If the bidder whose bid is accepted fails to sign the contract as stated ITB 44.2, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity. |
| 45. Complaint and Review | |
| 45.1 | If a Bidder is not satisfied with the procurement process or purchaser's decision provided as per ITB 42.1 and believes that the purchaser 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 purchaser. 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 purchaser's decision, filed after the deadline shall not be processed |
| 45.2 | 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: <ul style="list-style-type: none"> (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. |
| 45.3 | If the Bidder, who has submitted the complaint application, is not satisfied with the |

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| | 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 zero point five percent (0.5%) of its quoted bid amount, with the validity period of at least ninety (90) days from the date of the filing of the review application. |
| 45.4 | Late application filed after the deadline pursuant to ITB 45.3 shall not be processed |
| 45.5 | 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. |
| 45.6 | 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. |
| 45.7 | 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. |
| 46. Provision of PPA and Financial Regulations of Nepal Television | |
| 46.1 | 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 (BDS)

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Signature



| A. Introduction | |
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| ITB 1.1 | Name of the Purchaser: Nepal Television Corporation (NTV) |
| | Name and identification number of the contract: Name: 25 MHz Standard C-band Satellite Bandwidth Acquisition. |
| | Identification No.: NTV 077/78-13 |
| | The number, identification and names of the lots comprising this contract: [Insert number, lists the lots and related Goods or any combination of contract (package)] Not Applicable |
| ITB 2.1 | Name of the Project: 25 MHz Standard C-band Satellite Bandwidth Acquisition. Name of the DP: Not Applicable Implementing Agency: Nepal Television Corporation (NTV) Funding: Government of Nepal |
| ITB 2.1 | Name of Contract: 25 MHz Standard C-band Satellite Bandwidth Acquisition. |
| ITB 4.1 | Participation in Consortium: Not Applicable <u>Bidding on behalf of a Principal Company</u> In case of Nepali Company submitting bid proposal on behalf of a Principal Company (Manufacturer/ Bidder other than Nepalese): i. The Bidder (Principal Company) shall furnish Power of Attorney to Nepali Company to submit a Bid. ii. The Bidder (Principal Company) shall quote the prices as stated in clause ITB 15. iii. Nepali Company wishing to furnish the bid security on behalf of Principal Company shall furnish the Bid security in the manner and terms & conditions as mentioned in ITB 21.2. iv. The Bidder (Principal Company) may authorize Nepali Company to sign the Contract on behalf of Bidder (Principal Company) if the bidder happens to be a successful bidder. v. If the bidder happens to be a successful bidder, the Performance Security shall be furnished by Principal Company in currency of Contract i.e. USD. vi. Nepal Television shall make payment only after deducting TDS (Tax Deduction at Source) applicable at the time of payment as per Income Tax Law of Nepal. |
| ITB 4.3 | A list of debarred firms is available at http://www.ppmo.gov.np |
| ITB 4.8 | 1. Domestic Bidder shall submit PAN and VAT Certificates and Tax Clearance Certificate or proof of submission of income tax return for latest FY. 2. The foreign Bidder responsible for supply and delivery of goods shall submit |

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| | <p align="center">Certificate of Incorporation / Certificate of Registration</p> <p>3. The foreign Bidder responsible for Services to be rendered inside Nepal shall declare to submit PAN and VAT Certificates at the time of contract.</p> <p>4. Resident foreign bidder shall submit: PAN/VAT Certificate and Tax Clearance Certificate at the time of bid submission.</p> |
| ITB 5.1 | Bidders from the following countries are not eligible: Not Applicable (NA) |
| ITB 7.1 | <p>This bidding document has 8 Sections:</p> <p>Section I. Instructions to Bidders (ITB)</p> <p>This Section provides relevant information to help the Bidders to prepare their bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contract.</p> <p>The Instructions to Bidders is not a Contract document and, therefore, is not a part of the Contract.</p> <p>Section II. Bid Data Sheet (BDS)</p> <p>The Bid Data Sheet (BDS) contains information and provisions that are specific to each bidding process.</p> <p>To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This Guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.</p> <p>Section III. Evaluation and Qualification Criteria (EQC)</p> <p>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.</p> <p>The EQC is not a part of the Contract document.</p> <p>Section IV. Bidding Forms</p> <p>This Section provides the standard format for the Bid Submission Form, Bidder Information Form, User (Client) Certificate, Bid Security (Bank Guarantee), and Price Schedule, Summary of the Supplied Goods/Services to Nepal Television (NTV), Supply Record, and the Manufacturer's Authorization Letter etc. to be submitted by the Bidder.</p> <p>Section V. Schedule of Requirements</p> <p>This Section provides the information on the List of Goods and Related Services, Delivery and Completion Schedules, Technical Specifications and Drawings.</p> <p>The Schedule of Supply shall provide sufficient information to enable Bidders to efficiently and accurately prepare bids that are realistic and competitive. The Schedule</p> |

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| | <p>of Supply is a part of the Contract document.</p> <p>Section VI. General Conditions of Contract (GCC)</p> <p>This Section provides the General Conditions of Contract that will apply to the Contract for which the Biding Document is issued. The GCC clearly identifies the provisions that may normally need to be specified for a particular bidding process and requires that such information be introduced through the SCC.</p> <p>The GCC is a Contract document and, therefore, is a part of the Contract.</p> <p>Section VII. Special Conditions of Contract (SCC)</p> <p>This Section provides Clauses specific to the particular Contract that modify or supplement Section VI: General Conditions of Contract.</p> <p>The Special Conditions of Contract (SCC) contains provisions that the GCC requires to be specified for a particular bidding process. To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses.</p> <p>The SCC is a part of the Contract Document.</p> <p>Section VIII. Contract Forms</p> <p>This Section contains the Sample letter for the intent of contract award, Letter of Acceptance, Contract Agreement Form, the forms for Performance Security and Advance Payment Security etc.</p> |
| <p>B. Bidding Document</p> | |
| <p>ITB 8.1</p> | <p>For clarification purposes only, the Purchaser's address is: Attention: Nepal Television Corporation (NTV) Name of the Purchaser: Nepal Television Corporation (NTV) Address: Central Office, Singhadurbar, Kathmandu Country: Nepal Telephone: +977 1 4200348 Facsimile Number: +977 1 4200212 Electronic Mail Address: procurement.ntv@gmail.com</p> |
| <p>ITB 8.1</p> | <p>The purchaser will respond in writing to any request for clarification provided that such request is received no later than 15 days prior to the deadline date for submission of bid. Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may issue clarification and corrections seven (7) days prior to the deadline for the submission of bids.</p> <p>Non submission of queries within the time stipulated as above shall be considered as acceptance by Bidder for all the Tender Document's terms and conditions as interpreted by Nepal Television (NTV).</p> |




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| ITB 8.2 | A Pre-Bid meeting shall take place at the following date, time and place: Place: Nepal Television, Central Office, Singhadurbar, Kathmandu, Nepal Date: 2021 Time: |
| C. Preparation of Bids | |
| ITB 11.1 | The language of the Bid is: English |
| ITB 12.1 (h) | 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 Nepal Television Corporation with Seal and Sign on each and every page with Compliance Statement on each and every clause of technical specification. |
| ITB 14.1 | Alternative Bids shall not be Permitted. Restriction in reuse plan Bidder shall quote price as per the requirement mentioned in the Section V. The evaluation of the bid shall be done based on the fulfillment of the requirements of Section V of bidding document. If any of the bidders is found to be presenting the reuse plan of the existing system/unit/software of the existing system of Nepal Television Corporation as a main offer, the bid of such Bidder shall be rejected. |
| ITB 15.4 | The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet. <i>The discounts mentioned somewhere else (other than Bid Submission Sheet) shall not be considered.</i> If the Methodology of Application of the Discounts is not mentioned in the Bid Submission form, the offered discount shall be proportionately absorbed in the unit price of all the goods, services and inland delivery at the time of contract. The offered discounts shall remain valid and applicable in all subsequent purchases on later dates. The offered discount shall also be used for the evaluation and loading / adjustment purpose. |
| ITB 15.5 | The Inco-terms edition is: 2012 or higher |
| ITB 15.6 | <u>The Bidders from Nepal</u> The Bidders from Nepal shall quote for goods / Services in USD. The prices shall be exclusive of taxes / duties such as VAT, Customs Duties, and Security Tax etc. applicable in Nepal. Such Bidder shall submit up to date firm / Company Registration Certificate and Tax Clearance Certificate from Government of Nepal. <u>The Bidder from outside Nepal</u> The bidder from outside Nepal shall quote for goods/Services in USD. The prices shall |

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| | <p>be exclusive of taxes / duties such as VAT, Customs Duties, and Security Tax etc. applicable in Nepal.</p> <p>The Bidder from outside Nepal, if wishes to supply goods and services with Nepal as country of origin shall quote in USD. This price shall be inclusive of taxes / duties such as VAT, Local Development Tax, Customs Duties, and Security Tax etc. applicable in Nepal. Such Bidder shall submit Tax Invoice with VAT number.</p> <p><u>Service to be rendered inside Nepal</u></p> <p>All the prices of services to be rendered in Nepal, including inland transportation cost shall be inclusive of taxes/ duties such as VAT, Local Development Tax, Customs Duties, and Security Tax etc. applicable in Nepal</p> <p>If the Bidder is other than Nepali Bidder, the Bidder shall submit VAT Registration Certificate issued by Nepal Government after the signing of the Contract or The bidder may authorize any other service provider (Manufacturer/ Subsidiary/ Local Partner/ Local Agent) to provide the service in Nepal. However, such other service provider (Manufacturer/ Subsidiary/ Local Partner/ Local agent) shall submit VAT Registration Certificate from Nepal Government.</p> <p><u>Service to be rendered outside Nepal</u></p> <p>The Bidder from outside Nepal shall quote in USD for services to be rendered outside Nepal. In such a case, price shall be <u>exclusive of VAT</u>.</p> <p>The Bidder shall be responsible to pay withholding tax (TDS – Tax Deduction at Source) as per the Income Tax Law of Nepal applicable at the time of the payment.</p> |
| ITB 15.6 (b) i | <p>For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the following Inco-term:</p> <p>i CIF Customs entry point for all Goods/Services is Tribhuvan International Airport (TIA), Kathmandu.</p> |
| ITB 15.6 (b) ii and (c) (v) | <p>Final Destination (Project Site):</p> <ol style="list-style-type: none"> 1. Nepal Television Corporation, Kathmandu, Nepal 2. Nepal Television Itahari Channel, Itahari, Nepal 3. Nepal Television Kohalpur, Kohalpur, Nepal |
| ITB 15.7 a | <p>The prices quoted by the Bidder shall be fixed and will not be subjected to any variation</p> |
| ITB 15.7 b | <p>Not Applicable</p> |
| ITB 16.1 | <p>Bidder shall quote price in US Dollar USD only</p> |
| ITB18.1 | <p>2. In the offer, the Bidder shall include clause by clause statement and sufficient</p> |

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| | <p>documentation such that Nepal Television Corporation can validate the compliance statements. In the statement of compliance, the bidder shall state:-</p> <p>(a) Fully Compliant (FC): If the offer of Bidder fully meets the Bidding document requirement;</p> <p>(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;</p> <p>(c) Non-Compliant (NC): If the offer of Bidder cannot meet the requirements, the bidder shall also state reasons for it;</p> <p>(d) Compliance statements such as ‘Agreed’, ‘Noted’, ‘OK’, Tick mark, Do (”) and ‘Understood’ etc. shall not be acceptable and shall be considered “Non-Compliant”</p> <p>Bidders shall mention, along with the compliance statement, the relevant <i>Clause No., Page No., Chapter/ Section/ Volume</i> of the offered bid document and/ or the brochure and catalogue, wherever applicable, for the purpose of verification of their technical compliance statement.</p> <p>2.1 In case of absence or unclear statements of compliance for any specified requirement, Nepal Television (NTV) will interpret that particular requirement as being "Non-Compliant".</p> <p>2.2 If the bidder has stated ‘Fully compliant’ against technical clauses with comments resulting in material deviation, such statements shall be considered as "Non-Compliant".</p> <p>2.3 If the bidder has stated partially or non-compliant to some of the clauses, the successful bidder shall provision for all such requirements and make the bid fully compliant to all Nepal Television Corporation requirements at the time of Signing of Contract.</p> |
| <p>ITB 18.3</p> | <p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): NA</p> <p>Price Validity: The bidder shall supply spare list of major spare parts with price detail for Five (5) years from the date of completion of Warranty Period as mentioned in the GCC and SCC and applicable in all subsequent purchases on later dates within or after the warranty period.NA</p> |
| <p>ITB 19.2</p> | <p>Manufacturer’s Authorization: Required</p> |




| | <p>If the bidder is not original equipment manufacturer and supplying the below listed equipment and accessories from the third-party manufacturers,</p> <p>A Manufacturer's Exclusive Authorization Letter is required for the following equipment Non- Submission of required Exclusive Manufacturer's Authorization Letter along with Bid shall result in the rejection of the Bid.</p> | | | | | | | | |
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| ITB 19.3 | <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> | | | | | | | | |
| ITB 20.1 | <p>The bid validity period shall be 90 days from the date of opening of Bids.</p> <p>If due to certain reasons, Bid Submission Date is extended, then the validity of the Bid shall be extended accordingly without which bid shall be rejected.</p> | | | | | | | | |
| ITB 20.2 | <p>The bidder shall extend the bid validity period and Bid security period as per Nepal Television's request if notification of Intention of Award and Notification of Award has already been issued during the period of bid validity as per ITB 42. A Bidder shall not be required nor permitted to modify its bid.</p> | | | | | | | | |
| ITB 21.1 | <p>A Bid Security is required;</p> <p>The amount and the currency of the Bid Security shall be : US\$.1,00,000.00 (In Words: United States Dollar: One hundred thousand Only)</p> | | | | | | | | |
| ITB 21.2 | <p>The bidder intending to submit the Bid Security in the form of cash, shall deposit the cash the account of the Purchaser as specified in Clause No. 8 of this section and submit the receipt of the deposited amount of cash along with the bid.</p> <p>The account details of the Purchaser for depositing the Cash for Bid Security is as follows:</p> <table border="1" data-bbox="402 1241 1235 1493"> <thead> <tr> <th>Description</th> <th>USD Currency</th> </tr> </thead> <tbody> <tr> <td>Name of the Bank</td> <td>Nabil Bank, Nepal</td> </tr> <tr> <td>A/C No.</td> <td>0103212288201</td> </tr> <tr> <td>Swift Code</td> <td>NARBNPKA</td> </tr> </tbody> </table> <p>Bidders are requested to deposit sufficient amount including respective bank charges so that the net amount as mentioned above and shall be deposited in account of purchaser.</p> <p>or</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. The format of Bid Security shall be as specified in Section IV: Bidding Forms.</p> <p>Bid Security issued by foreign bank must be counter- guaranteed by a</p> | Description | USD Currency | Name of the Bank | Nabil Bank, Nepal | A/C No. | 0103212288201 | Swift Code | NARBNPKA |
| Description | USD Currency | | | | | | | | |
| Name of the Bank | Nabil Bank, Nepal | | | | | | | | |
| A/C No. | 0103212288201 | | | | | | | | |
| Swift Code | NARBNPKA | | | | | | | | |

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| | <p>"A" class commercial bank in Nepal.</p> <p>The Nepali Company, wishing to furnish the Bid Security on behalf of the Principal Company (Manufacturer/Bidder) shall state in the Bid Security, the Bidder's name as "M/S ____ (Name of Nepali Company) submitting Bid Security on behalf of Bidder M/S ____ (Name of Principal Manufacturer / Bidder)". The name and address of Principal Company must be mentioned in the Bid Security. However, if the bidder happens to be a successful bidder, the Performance Security shall be furnished by Principal Company in currency of Contract US\$. The Bid Security shall be forfeited in case of occurrence of any one of the conditions mentioned in the Bid Security Form of Section III "Bidding Forms".</p> |
| ITB 21.6 | <p>The Bid Security shall be forfeited:</p> <p>(a) If a Bidder requests for withdrawal or modification of its bid as against the ITB clause 26.3 during the period of bid validity specified by the Bidder on the Bid submission form except as provided in ITB 20.2; or</p> <p>(b) if the Bidder does not accept the corrected bid price as per arithmetical error correction performed during financial evaluation; or</p> <p>(c) if the Bidder's response to the clarification sought by Nepal Television Corporation constitutes change in price and substance of the Bid; or</p> <p>(d) if the Bidder carries out or cause to carry out the acts mentioned in Clause No. ITB 3 with an intention to influence the implementation of the procurement process or the procurement agreement; or</p> <p>(e) if the Bidder fails to sign the Contract in accordance with ITB 44; or</p> <p>(f) if the Bidder fails to furnish a Performance Security in accordance with ITB 43.</p> <p>(g) If the Bidder fails to extend the Bid Validity Period and Bid Security Period as requested by Nepal Television (NTV) after issuance of notification of Intention of Award and Notification of Award as per ITB 42.</p> |
| ITB 22.1 | In addition to the original of the Bid, the number of copies required : 1 (One) |
| D. Submission and Opening of Bids | |
| ITB 23.1 | Bidders shall submit their bid electronically. |
| ITB 23.1 | <p>For <i>e-submission</i>, bid documents will be available in PPMO's E-Procurement portal (PDF Format). The bidders may submit their bid through <i>e-submission</i> which is available in. PPMO procurement portal http://www.ppmo.gov.np</p> <p>For e-submission, bidder has to register in PPMO's E-Procurement Portal for Nepal</p> |

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| | <p>Television. The registered bidder has to procure the bid document and prepare the entire bid proposal in traditional way with sign and seal. The bidder has to scan all the documents that have to be included in envelope "Document for Bid Opening" into <i>pdf</i> format. These soft-copy (document) has to be uploaded in their respective place.</p> <p>The bidder has to submit copy of e-submission bid to the address mentioned above in Clause ITB 8.1, within seven (7) Days from the Date of Bid Opening in manner as mentioned in ITB 22.1</p> <p>The bidder who submits bids through e-submission shall upload copy of the Original Bid Security; otherwise, the bid shall be rejected. The Original Bid Security shall be submitted along with documents as mentioned in ITB 22.1.</p> |
| ITB 23.2 | Not Applicable |
| ITB 23.3 (c) | <p>For the copy submitted to Nepal Television. The inner and outer envelopes shall bear the following additional identification marks:</p> <p>IFB title: 25 MHz Standard C-band Satellite Bandwidth Acquisition.</p> <p>IFB Number: NTV 077/78-13</p> |
| ITB 24.1 | <p>The address and deadline for bid submission is:</p> <p>PPMO's E-Procurement Portal for Nepal Television.</p> <p>Date: 12th August, 2021</p> <p>Time: 12:00 Noon</p> |
| ITB 27.1 | <p>The bid opening shall take place at:</p> <p>Place: Nepal Television Corporation, Singhadurbar, Kathmandu, Nepal</p> <p>Date: 12th August, 2021</p> <p>Time: 01:00 PM</p> |
| ITB 27.1 | <p>The opening procedures shall be:</p> <p>Electronically submitted Bid shall be downloaded and readout.</p> |
| E. Evaluation, and Comparison of Bids | |
| ITB 35.1 | Domestic preference shall not be a bid evaluation factor. |
| ITB 36.3 (a) | Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder. |
| ITB 36.3 (d) | <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: No</p> <p>(b) Deviation in payment schedule: No</p> <p>(c) Unit price inter head absorption for Services (Extended Warranty, Installation, Testing & Commissioning and Annual Maintenance Service) as per Clause No. 8 of Section III "Evaluation and Qualification Criteria": Yes</p> |

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| | (d) Loading amount for Omission, Short Supplied and Minor Deviation as per Clause No. 4.2.2 of Section III "Evaluation and Qualification Criteria": Yes |
| ITB 36.6 | Bidders shall not be allowed to quote separate prices for one or more lots. |
| F. Award of Contract | |
| ITB 41.1 | The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15% |
| ITB 45.3 | No application can be submitted before the Review Committee for review against the decision made by the Nepal Television for the bid amount up to the equivalent value of Nepalese Rupees 20,000,000 (twenty million) |

PART 1 – Bidding Procedures

Section III.

Evaluation and Qualification Criteria (EQC)

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Evaluation Methodology and Criteria

Qualification Criteria

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Evaluation Methodology and Criteria

1 Examination of Bids

- 1.1 Examination of Bids shall be performed based on the requirement of Section I "Instruction to Bidders (ITB)" and Section II "Bid Data Sheet (BDS)". Examination of the Bids shall be done in order to verify whether the Bid Submission Form is duly filled or not, whether the bid is accompanied by valid bid securities, whether the documents have been properly signed, whether the bids are generally in order, whether the Manufacturer's Exclusive Authorization Letter is submitted or not and whether the Power of Attorney is submitted or not,. Absence of any one of above mentioned document and any deviations in Bid Submission Form and Bid Security shall result in the rejection of bid.
- 1.2 Purchaser may waive any minor informality, nonconformity, or irregularity in a bid, which does not constitute a major material and quality deviation and without which the purpose of bidding will be fulfilled, provided such waiver does not prejudice or affect the relative ranking of any bidder. Deviations, objections and reservations to the provisions of the General Conditions of Contract, Special Condition of Contract and Technical Specification Clauses marked with "*" shall be considered as major deviations and the bid with such major deviations shall be rejected.
- 1.3 Nepal Television (NTV)'s determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to any extrinsic evidence.
- 1.4 If a bid has one or more major deviations, found during examination of Bid, the bid is considered as Non Responsive Bid and it will be rejected by the Purchaser and will not substantially be made responsive by the bidder by correction of the nonconformity.

2 Detailed Technical Evaluation

- 2.1 Detailed Technical evaluation shall be carried out for those bids, which are found to be responsive after examination of bids as per above clause 1 of "1. Evaluation Methodology and Criteria". Detailed Technical evaluation shall be based on clause by clause compliance statements or comments on Technical Specifications of Section V, technical details, catalogues, brochures etc. furnished by each bidder. During the detailed technical evaluation, all the bids are examined in order to verify whether the offered quantity and capacity meet the requirements of Section IV "Schedule of Prices" and Section V: "Schedule of Supply" of bidding document and if required adjustment of goods shall be done. The cost of adjustment shall be determined during the Financial Evaluation.
- 2.2 If a bid has one or more major deviations in clauses marked with *, the bid is considered as Non-Responsive Bid and it will be rejected by the Purchaser and will not substantially be made responsive by the bidder by correction of the nonconformity.
- 2.3 Further, if there are several minor deviations to the bid, and if such items constitute major material deviation or affect the required purpose of module/sub module/technical requirements, such bid shall be considered as Non-Responsive Bid and rejected by Nepal Television Corporation and will not substantially be made responsive by the bidder by correction of the nonconformity.

3 Detailed Commercial Evaluation

- 3.1 Detailed Commercial Evaluation shall be carried out for those bids, which are found to be responsive after Detailed Technical Evaluation as per above clause 2 of "Evaluation Methodology and Criteria". The Detail Commercial Evaluation shall be carried out in accordance with Section VI: GCC and Section VII: SCC.
- 3.2 If a bid has one or more major deviations, reservations and objections in the requirement of GCC and SCC, the bid is considered as Non Responsive Bid and it will be rejected by the purchaser and will not substantially be made responsive by the bidder by correction of the nonconformity.

4 Detailed Financial Evaluation

- 4.1 Once the bids are considered substantially responsive after Detailed Technical and Commercial Evaluation, all those responsive bids shall be judged from Financial Evaluation perspective only and no weight-age shall be given to other technical details or parameters or additional features and facilities of the offered products.
- 4.2 Pursuant to Clause No. ITB 32 and ITB 33, for the Financial Evaluation, the following factors shall be taken into consideration for evaluation purpose:

4.2.1 Arithmetical error Corrections

Arithmetical errors will be rectified on the following basis:

4.2.1.1 Discrepancies between the Unit Price and the Total Price

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

4.2.1.2 Error in Calculation Total Price

If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

4.2.1.3 If there is a discrepancy between words and figures, the amount in words shall prevail.

4.2.1.4 While performing error corrections as mentioned above in Clause No. 4.2.1, the Quoted Bid Price may change. Therefore, the Total Bid Price obtained after the Arithmetical Error Correction shall be considered as a Corrected Bid price. The purchaser shall inform the Bidder about the Arithmetical Error Corrections. In pursuant to Clause No. 33.1, if the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

4.2.2 Offered Quantity

If the offered quantity/items are not sufficient to meet the Purchaser's requirement and if some of the quantity/items are omitted, but they don't constitute material deviation as per above clause 2 "Detailed Technical Evaluation", such quantity/items will be added for the evaluation purpose only and to bring all the bidders in equal footing as per the following sub clauses to fulfill the requirement.

4.2.2.1 **Under-Dimensioned (Short) Items**

If the offered quantity is not sufficient to meet the Purchaser's requirement, required quantity will be loaded to fulfill the requirement and price will be adjusted accordingly taking into consideration the offered unit price of the same bidder.

4.2.2.2 **Missing (Omission) Items**

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

4.2.2.3 **However, in all the cases of missing/short items mentioned above in Clause No. 4.2.2.1 and 4.2.2.2, all the prices loaded are only for evaluation purpose and if the bidder happens to be a successful bidder, the Bidder shall provide all the missing/short items mentioned above free of cost to the Purchaser.**

4.2.2.4 **Absence of Unit Price and Total Price of the Particular Item**

If the unit price and the total price of the some item are not quoted, their prices shall be assumed to be included in the prices of other items.

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

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

4.2.4 **Unit Price**

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

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

4.2.4.2 **Unit Price of Missing Items**

In case of missing (omission) items (Clause No. 4.2.2.2), unit price of such items shall be finalized at the time of signing of Contract without exceeding the average price of the same item of the responsive bidders.

4.2.5 If the loading amount after performing the loading as per Clauses 4.2.2 (4.2.2.1 and 4.2.2.2) and 4.2.3 of this Section exceed 15% of the Corrected Bid Price, the bid shall be considered as non-responsive and not considered for evaluation.

5 Inland Transportation: Bidder shall quote the Price as per Price Schedule

6 Adjustment for Deviations in the Delivery and Completion Schedule

Deviation in Delivery and Completion Schedule: **Not Permitted**

7 Adjustment for Deviations from the Payment Terms

Deviation in payment schedule: **Not Permitted**

2. Qualification Criteria

1. Bidder's Eligibility and Qualification Criteria:

1.1. Bidder for this Tender:

The bidder for this bid shall be the Satellite operator or satellite bandwidth reseller. In case of satellite operator as a bidder, they shall provide the proof of being the satellite operator in the form of company registration/incorporation certificates issued from the concern authorities and Guarantee letter from Satellite Company for Satellite backup in case of satellite failure .

If the bidder is Satellite bandwidth reseller, they shall have exclusive authorization from the satellite company whose bandwidth they are reselling. Apart from this, they shall also provide the following documents.

1. Guarantee letter from the satellite company for 24*7 Days technical support and service assurance.
2. Guarantee letter from Satellite Company for Satellite backup in case of satellite failure.
3. Authorization letter from the satellite company as a reseller of space segment of that satellite for the entire duration of the contract.

1.2. Bidder's Eligibility and Field Proneness:

1.2.1 Satellite Life and lease Experience:

Satellite provider shall have Standard C-Band footprint all over Nepal and South Asia, All SAARC Countries. South East Asia- Brunei, Hong-Kong, Malaysia, Singapore ,Middle East- United Arab Emirates(UAE), Saudi Arabia, Qatar etc. with the minimum Satellite life of 6 years from the date of contract or with satellite replacement deployment plan.

1.2.1. Bidder's Lease Experience:

1.2.1.1. Operator/owner of the offered Satellite Services shall have 25 Years of Satellite Bandwidth leasing Experience and shall carry at least 1 National Broadcaster from any country and two MSO's from Nepal.

1.2.1.1.1. Field Proven-ness :

1.2.1.1.2. The Bidder must have provided Satellite Space segment to (3) Television Stations in two countries and serving at least one National Broadcaster from any country. Bidder shall submit user/client satisfactory performance certificates from TV channel/administrations.

1.2.1.1.3. Supply Record

The Satellite operator shall be down-linked by at two MSOs from Nepal and to ensure the minimal investment for cable companies and DTH providers, at least one feed destined Nepal must be carried on the proposed Satellite.

1.2.1.1.4. **Equipment Field Proven-ness**

The offered Satellite shall at least carry one National Broadcaster from any Country.

1.1.1.1.1. **Satisfactory Operation**

The Bidder shall submit satisfactory certificate from at least one client to whom they are providing services.

1.1.2. **Turnover**

The bidder shall have minimum cumulative sales annual turnover of and above USD 5.85 million within three years (three consecutive years from 2018, 2019 & 2020) which shall be supported by Audited Financial Statements.

1.1.3. **Quality Assurance certificate**

Satellite Company/ Service Provider

The Satellite Company shall ISO (Series) certified. The valid Quality Assurance ISO Series Certificate for the offered services shall be submitted along with the Bid Proposal.

1.2. If the Bidder submits bid on behalf of a merged company, authentic document regarding the merging shall be submitted along with the bid document. The merged company shall meet the requirement of Clause No. 1.1 (where applicable) of "Qualification Criteria". However, the qualification and field proven-ness of separate companies in such cases will be combined for the purpose of verifying the Bidder's experience criteria as mentioned in Clause No. 1.2 (for the related goods and services only) of "Qualification Criteria". Bid submitted on behalf of amalgamated/acquired companies having independent legal status will be treated separately and shall meet all the requirements mentioned in Clause No. 1.1, 1.2 (for the related goods only) of "Qualification Criteria" individually.

1.3. In case Bidder is a global company (Parent/Holding/Branch/Subsidiary Company), the bidder shall individually meet all the requirements as mentioned above in the clause 1.1 of "Qualification Criteria".

However, if global bidder wishes, the qualification and equipment field proven-ness of the Bidder (branch/subsidiary company) and qualification and equipment field proven-ness of Bidder's Parent/Holding companies and their equipment will also be combined for the purpose of verifying the criteria as mentioned in Clause No. 1.2 (for the related goods and services only) of "Qualification Criteria". In this case, a letter from the Head Quarter (Parent/Holding Company) with the following information shall be submitted along with the bid:

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

1.4. **Conflict of Interest**



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

- (a) Have controlling shareholders in common;
 - (b) Receive or have received any direct or indirect subsidy from any of them;
 - (c) Have the same legal representative for purposes of this Bid;
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process;
 - (e) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
2. **Any bid not submitted as per the above clause No. 1of "Qualification Criteria" shall be rejected.**
 3. **All the certificates and other documents if any to be submitted under above Clauses shall be sealed and signed by person authorized to sign the Bid Proposal.**
 4. **Nepal Television (NTV) may verify the authenticity and the contents of the submitted documents at any time during evaluation.**
 5. **Nepal Television's Right to verify the Authenticity of the submitted documents**
Bidder shall submit original certificates with the letter-head of the issuing authority duly signed with date by the Authorized Person, stamped with Official Seal and with name, designation of the signatory in the letter regarding Bidder's/Manufacturer's Experience and Field Proven-ness as mentioned as and where in this Bid document.

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

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



6. A foreign Bidder shall submit the authentication letter of the local agent for the maintenance, after sale service and to supply the spare parts of the goods before the contract agreement.

End of Section III

Section IV

Bidding Forms

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Section IV. Bidding Forms

Table of Contents

- 1. Bid Submission Form**
- 2. Bidder Information Form**
- 3. Bid Security (Bank Guarantee)**
- 4. Manufacturer's Authorization**
- 5. Price Schedule Forms**

[Handwritten Signature]



1. 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.: *[074/75-11]*

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

To: *Nepal Television Corporation*

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 as per provision mentioned in the GCC Clause No 17 and SCC Clause No. 17 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/Consortium, and the nationality each subcontractor and supplier]

- (h) We have no conflict of interest in accordance with ITB 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 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 declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (m) 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]*



2. 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: *[check the box(es) of the attached original documents]*
- 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.

Details of Local Agent (If Applicable)
Company Name:
Address:
Tel/Fax:
Email Address:
Authorized Person:
Name:
Mobile:
E-mail:

All the correspondences with the Bidder until the signing of the Contract, shall be done through FAX and e-mail mentioned in the Bidder's Information Form.

3. Manufacturer's Authorization/Authorization letter from Satellite Operator

[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 **Exclusively 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]*



4. Price Schedule Forms

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Summary of Bid Prices

IFB No. NTV-077/78-13

25 MHz Satellite Bandwidth Acquisition for Standard C-Band

Name of Bidder:.....

| | | |
|---------------------------------------|-------------|--|
| Goods (Hardware and Software) | | |
| Services to be Rendered Outside Nepal | | |
| Services to be Rendered inside Nepal | | |
| Inland Transportation | | |
| Total Bid Price | | |
| Foreign Currency Portion | | |
| Total Price (Goods + Services) | In Figures: | |
| | In Words: | |
| | | |
| | | |
| | | |

The total prices mentioned above shall be same as total prices mentioned in the Price Schedules (A), (B) and (C). In case of discrepancies between prices mentioned in the Summary of Bid Price Schedules (A) and (B), the total prices mentioned in Price Schedules (A) and (B) shall prevail.

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A. Price Schedule

Name of Bidder: _____

IFB No: NTV-077/78-13

25 MHz Satellite Bandwidth Acquisition for Standard C-BandFinal Destination: **Nepal Television (Earth Stations Sites) (1.0) Singhadurbar, Kathmandú (2.0) Itahari (3.0) Kohalpur**

| Item | Description | Quantity | Unit Price USD | Total Price USD |
|------|--|--|----------------|-----------------|
| 1. | 25 MHz Standard C-band Space segment on Geostationary satellite | 25 MHz | | |
| 2. | <p>1. Bidder shall arrange site visit for four senior management persons/senior Engineers of Nepal Television to the hub of proposed satellite for monitoring and evaluation of the facilities and Infrastructure available bearing all the expenses of Flight, accommodations and daily allowance.</p> <p>2. Bidder shall arrange technical training for two engineers of Nepal television at their premise bearing all costs including flight, accommodations & daily allowance.</p> | <p>4 persons/7 days</p> <p>3 Persons/10 days</p> | | |

Total Price CIF Kathmandu (In Figure) -----)

Signature of Bidder: _____

Full Name:

Designation: _____

Official Seal: _____ Date: _____

Note:

1. The bidder shall provide Bill of Quantity (BOQ) in a separate sheet with detail breakdown for each item and its components. The BOQ must include FOB and CIF unit price of all the items (If Applicable).
2. This Price Schedule shall be duly filled, signed along with date and stamped with official seal. Bid with Price Schedule not duly filled and without signature, date and official stamp shall be rejected and not be considered for evaluation.
3. The Bidder shall quote price in accordance with the Clause No. 15 of GCC and Clause No. ITB 15 of SCC
4. Evaluation shall be done in accordance with Section III, Clause No. 1 "Evaluation Method and Criteria"

End of Section IV "Bidding Forms"

List of Abbreviations and Glossary



Signature

Abbreviations and Acronyms (Technical)

| | |
|-----------|--------------------------------------|
| AT | Acceptance Test |
| AC | Acceptance Certificate |
| COC | Conditions of Contract |
| DCC | Delivery Completion Certificate |
| FAC | Final Acceptance Certificate |
| FAT | Final Acceptance Test |
| FC | Fully Compliant |
| GoN | Government Of Nepal |
| IFB | Invitation For Bids |
| INB | Important Notice to Bidder |
| ITB | Instructions To Bidders |
| LOA | Letter of Acceptance |
| LOI | Letter of Intent |
| NTV..... | Nepal Television |
| NC | Not Compliant |
| PAC | Provisional Acceptance Certificate |
| PAT | Provisional Acceptance Test |
| PC | Partially Compliant |
| PO | Purchase Order |
| PoC | Proof of Compliance |
| PPMO..... | Public Procurement Monitoring Office |
| SCC | Stabilization Completion Certificate |
| SOP | Schedule of Prices |
| SOR | Schedule of Requirement |
| TDS | Tax Deducted at Source |
| VAT | Value Added Tax |
| WCC | Warranty Completion Certificate |
| WO | Work Order |



Signature

Glossary of Terms Used in this Document

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

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

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

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

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

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

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

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

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

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

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

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

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

Day: The calendar day.

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

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

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

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



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

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

“... Deviation on which shall result in rejection of the Bid”

‘... Without which the Bid shall be rejected”

“... Deviation on which shall lead to rejection of the Bid”

“...shall be rejected”

Nepal Television (NTV): The purchaser, Nepal Television Corporation;

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

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

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

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



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Section V
Schedule of requirements



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 - Chapter 1: General Technical Specification
 - Chapter 2: Detailed Technical Specification
4. Inspection and Test
5. Issuance of Certificates



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1. List of Goods and Delivery Schedule

1.1 SCHEDULES OF REQUIREMENT

IFB No: NTV-077/78-13

25 MHz Standard C-Band Satellite Bandwidth Acquisition.

Name of Bidder:

Schedule of Supply: 1.1 List of Services for Nepal Television

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| No | Description | Quantity | Delivery |
|----|---|--------------------|--|
| 1 | <p>One (1) lease of a space segment (25 MHz) bandwidth, for Distribution of broadcast content on Standard C-Band Satellite having Global Beam with a coverage area including Nepal and The Middle East.</p> <p>For reference, use Kathmandu as the location in Nepal and Jeddah, Saudi Arabia for the Middle East location.</p> <p>The downlink Effective Isotropic Radiated Power (EIRP) must be at least 38 dBW over Nepal and 35dBW over the majority of The Middle East for Multi-Channel Per Carrier (MCPC) carrier operation on a single transponder.</p> <p>Bidders shall provide 1 month of service free of cost to allow for user migration from the existing satellite (APSTAR-7) to the new satellite.</p> <p>Bidders shall provide facilities to uplink the services without any cost to NTV during the dual illumination period.</p> | One (1) Year | Fifteen (15) calendar Days from the date of Signing of contract. |



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| | | | |
|---|--|---------------------------------------|------------------------------|
| | | | |
| 2 | <p>(i) Bidder shall arrange site visit for four senior management Persons/Senior Engineers of Nepal Television to the hub of proposed satellite for Monitoring and Evaluation of the facilities and infrastructure available bearing all the expenses of Flight, Accommodations and daily allowance.</p> <p>(ii) Bidder shall arrange technical training on relevant equipment's of Satellite Earth station for engineers of Nepal Television at the premise of Command & Control Center of proposed Satellite bearing all the expenses of flight, Accommodations and Daily Allowance.</p> | <p>4 Persons</p> <p>3 Persons</p> | <p>7 Days</p> <p>10 days</p> |

● **Important Notice (mandatory clauses) to the suppliers:**

- The delivery of services shall be made to NTV at three carrier locations. (Kathmandu, Itahari & Kohalpur).
- The service provider must response to NTV 24 /7 when NTV request for any assistance.
- The service provider must submit compliance chart separately of all offered services.

1. Delivery Schedule

The services shall be delivered to the respective carrier sites as per Section V: Schedule of Supply and Section IV: Price Schedule.



All services listed in the Clause No. 1.1 of this Section shall be delivered in one phase and within 15 (Fifteen Days) from date of Signing of Contract.



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2.2 Completion Schedule**NTV-077/78-13 for “25 MHz Standard C-band Satellite Bandwidth Acquisition”**

The Supplier shall complete the Delivery of required services for “**25 MHz Standard C-band Satellite Bandwidth Acquisition**” within 15 Calendar days from the date of signing of Contract.

Completion of Required Services:

The bidder shall deliver the required services to Nepal Television Corporation within 15 Calendar Days from the date of Contract.

3.0 TECHNICAL SPECIFICATION

Technical Specification consists of following two Chapters:

1. Chapter 1: General Technical Specification for **25 MHz Standard C-band Satellite Bandwidth Acquisition**
2. Chapter 2: Detailed Technical Specification for **25 MHz Standard C-band Satellite Bandwidth Acquisition**



1.0 CHAPTER 1 : GENERAL TECHNICAL SPECIFICATION

CHAPTER 1

Technical Specifications

Lease of Standard C-Band Space Segment for the Broadcast with Detailed Technical Specifications.

A. General Conditions and Consideration:

| No. | General Specifications | Statement of Compliance |
|-----|---|-------------------------|
| | <p><i>Nepal Television intends to lease 25 MHz Standard C-Band Satellite Segment for content distribution of its Five existing channels and cable operators with coverage over Nepal and Others required areas.</i></p> | |
| | <p><i>SPACE SEGMENT AVAILABILITY REQUIREMENTS</i> If the services are being provided to NEPAL TV under this contract, Satellite space segment capacity shall be available all the time except Sun outage.</p> | |
| 1 | <p><i>NOTIFICATION OF SATELLITE INTERRUPTIONS</i> The Bidder shall be responsible for monitoring NEPAL TV transmissions and shall immediately notify NEPAL TV's Network Control Center (NCC), in Kathmandu, in case of an emergency. The Bidder shall notify, and coordinate planned down times with the Nepal TV satellite center, at least five (5) business days prior to the planned interruption. The Bidder shall also notify Nepal TV satellite center, immediately upon discovery of any unplanned interruptions in the NEPAL TV broadcasts. The appropriate telephone & facsimile numbers and email addresses are listed below:</p> <p>-----</p> <p><i>NEPAL TV's Satellite Center:</i> <i>Phone:977014200348</i> <i>Facsimile:</i> <i>Email:</i></p> | |
| | <p><i>TRANSPONDER / SATELLITE FAILURE</i> In order to minimize the impact on NEPAL TV in the event of Transponder/Satellite failure, the Bidder should preferably have availability of multiple satellites at the same orbital location or backup Satellite. In the event the Transponder/Satellite should fail to operate, and the Bidder fails to provide identical capacity and service on another transponder or satellite and, as a result NEPAL TV Video and Audio services are suspended or cancelled for at least two (2) continuous days (48 hours), the NTV Management shall have the right to terminate this contract. In the event of termination, any payment for services not received by Nepal TV shall be refunded to the NTV, within 10 (ten) calendar days.</p> | |



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|---|--|
| <p><i>SERVICE AVAILABILITY</i> Beginning with the service commencement date, Bidder shall provide to Customer the service 24 hours per day, 7 days per week (except, without limitation, for outages caused by planned maintenance and repair that the Bidder notified NEPAL TV about and to which NEPAL TV agreed, inclement weather and events of force majeure) during the term of the contract. The service shall be provided as “non pre-emptible/protected.” “Non-pre-emptible” is defined as capacity that is not subject to interruption by the Bidder for use by another Entity except as specified in the terms of the agreement.” Protected” is defined as capacity that will be restored with capacity on an alternate spacecraft or transponder in the event of the failure of the current spacecraft or transponder. If the service becomes unusable, the Bidder shall use its commercially reasonable efforts to restore the attached service utilizing any other available capacity.</p> | |
| <p><i>IN-ORBIT REDUNDANCY</i> The proposed satellite shall have in-orbit redundancy or backup for the satellite to ensure robustness and business continuity in case of satellite failure. This eliminates the risk of long period service disruption and ensure quick service restoration and risk-free smooth transmissions.</p> | |
| <p><i>Rejection of the Bid:</i> <i>All clauses in the Technical Specifications section are mandatory so non compliance of any of them will result in rejection of the bid and removal from evaluation.</i></p> | |

B. Detailed Technical Specifications

| No. | Parameter | Specifications | Statement of Compliance |
|-----|-------------------------|---|-------------------------|
| | Orbital Location | 66 Degree East to 108 Degree East of Geo-stationary satellite. | |



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| | | | |
|---|--|---|--|
| 1 | Effective Isotropic Radiated Power (EIRP) | $\geq 38\text{dBW}$ over Nepal and other required areas. | |
| | Receive Noise Temperature, G/T | Gain to Temperature (EOC), EOL, | $\geq -11.5 \text{ dB/}^{\circ}\text{K}$ |
| | Required Coverage Area | Nepal and the following countries: <ul style="list-style-type: none"> All SAARC Countries. South East Asia- Brunei, Hong-Kong, Malaysia, Singapore etc. Middle East- United Arab Emirates(UAE), Saudi Arabia, Qatar etc. | |
| | Saturation Flux Density | ≤ -70 to -100dBW/m^2 | |
| | Usable Space Segment Bandwidth | 25 MHz | |
| | Uplink Frequency Range | 5925-6425 MHz | |
| | Downlink Frequency Range | 3700-4200 MHz | |
| | Polarization for both TX. /Rx. | Linear H/V | |
| | Transmit and Receive Cross Polarization Isolation, EOC | $\geq 30.0 \text{ dB}$ | |
| | Frequency Band | Standard C – Band | |
| | Beam Type | Global Beam | |

C. HUB Station Parameters:

| S.N. | Antenna Size | Location | Remarks |
|------|--------------|-----------|---------|
| 1 | 7.9 M | Kathmandu | |
| 2 | 6.3 M | Itahari | |
| 4 | 4.5 M | Kohalpur | |



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| Miscellaneous Parameters | | | |
|----------------------------------|---|--------------------|-----------------|
| S.N. | | | |
| 1 | Antenna Efficiency | < 60% | |
| 2 | Antenna noise temperature | 35°K | |
| 3 | SSPA back off | 4dB minimum | |
| 4 | Coupling loss | 2 dB | |
| 5 | HPA inter modulation(C/IM) | 40 dB | |
| 6 | LNB noise figure | 30°K(0.43dB) | |
| 7 | Modulation | 8 PSK | |
| 8 | FEC | 3/5 | |
| 9 | HPA IM | 40 dB | |
| 10 | RS | 204/188 | |
| 11 | Total Link Availability | Better than 99.96% | |
| 13 | Rain Margin | ITU-R618-699 | |
| 14 | Antenna miss pointing error | 0.1 dB(Uplink) | |
| 15 | Adjacent Carrier Interference (C/ACI) | 28 dB Max | |
| 16 | Adjacent Satellite Interference (C/ASI) | 28 dB Max | |
| 17 | Cross Pol. Interference(C/XPI) | 30 dB Max | |
| Remote Station Parameters | | | |
| S.N. | Antenna Size | Location | Remarks |
| 1 | TVRO | All | 3 Meter Maximum |

TECHNICAL SPECIFICATION

Lease Service Delivery of Standard C-Band Space Segment for Nepal Television

VISION AND MISSION

To inform, entertain and educate viewers of Nepal Television through satellite broadcast. Nepal television aims to maximize the use of technological development and enhancement of the satellite transmission and reception, especially to cover up entire population of Nepal and Nepali Diaspora living outside Nepal through broadcast satellite.

SUPPLIER / DEALER ELIGIBILITY REQUIREMENTS

1. LEGAL

1.1. Government Permits and Clearances

- 1.1.1. Government permits and clearances including: Insert any government documentation required of the satellite provider here.
- 1.1.2. Certifications and Permits to operate and maintain direct access to international telecommunications systems as Satellite Provider issued



by Insert any government agency necessary.

2. GENERAL REQUIREMENTS

- 2.1. Satellite Provider must be a provider of the same satellite having Standard C-Band footprint over Nepal and the others mentioned areas.
- 2.2. Satellite Provider shall have Standard C-Band footprint over Nepal and all of SAARC Countries. South East Asia- Brunei, Hong-Kong, Malaysia, Singapore, Middle East- United Arab Emirates(UAE), Saudi Arabia, Qatar etc with the satellite minimum life of 6 Years from the date of contract or with satellite replacement deployment plan.
- 2.3. The satellite Provider shall have the ability to provide future services in the other parts of the world.
- 2.4. Satellite Providers which provide satellites with life expiring within the lease period shall not be acceptable unless a replacement deployment plan is in place.
- 2.5. The Satellite Provider must own the Satellite capacity and Orbital Slot: The Transponders should be on a geostationary satellite occupying the orbital slots "that belong to the provider".
- 2.6. In case there will be re-orientation of ground satellite facilities (parabolic antenna) with respect to satellite, the bidder shall perform the activity simultaneously to all receivers and without downtime to the regular live broadcast operation. Satellite Provider shall shoulder all cost appertaining thereto.
- 2.7. Satellite Provider must have capability to cover Nepal with a minimum EIRP of - 38 dBW and The Middle East with a minimum EIRP of - 35dBW or Better. Satellites having EIRP greater than -38 dBW over Nepal shall be given priority in evaluation.
- 2.8. **Nepal being the mountainous country, higher look angle is desirable so the proposed satellite must have an elevation angle greater than 45 degrees in Nepal. The orbital location shall be 66 degrees East to 108 degrees.**
- 2.9. To ensure the minimal investment for cable companies and DTH providers, at least 1 feed destined Nepal must be carried on the proposed satellite.
- 2.10. The proposed satellite shall carry a minimum of 1 national broadcaster from any country.
- 2.11. The proposed satellite shall be down-linked by at least two MSOs from Nepal.
- 2.12. The proposed satellite shall have provided service to a minimum of 1 Direct to Home providers.
- 2.13. The proposed satellite should have received by international operator/MSO.
- 2.14. The provider shall have the capability to provide uplink services in the event of a disaster that prevents NTV from using its' up-linking facilities.



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- 2.15. All the required technical parameters of Up-link & Down-link stations will be provided by Nepal Television and the bidder should provide link calculations. The required antenna size should not be more than 3 meters.
- 2.16. The Satellite offered by the bidder should not be a Condo-sat. If the offered Satellite is found to be a Condo-sat then the bid will be rejected and removed from evaluation.
- 2.17. One bidder can bid for one Satellite only and no optional offer will be considered for evaluation.
- 2.18. For one Satellite Company there shall be only one bid in total either through direct participation of satellite Company or through third party. More than one bid for one Satellite Company through different parties shall be considered as invalid bid and as a result bids for that satellite will be rejected and removed from further evaluation.

3. FINANCIAL

3.1 The proposed Satellite Company shall not have filed for any type of Bankruptcy/ Chapter 11 in the last three years or being under consideration up to the time of the submission of the bid. If any case of bankruptcy being filed is found during this period then the bid will be rejected.

4. TECHNICAL

4.1. Track Record Certifications

- 4.1.1. The Satellite Provider must have a track record to Lease Service Delivery of Standard C-Band Space Segment for a minimum of Twenty-five (25) years.
- 4.1.2. Satellite provider shall provide technical support for a 24/7, 365 days a year as a support service.

4.2. Space Segment Specifications

The technical requirements of the transponder capacity for the broadcasting service of NEPAL TV are listed below:

- a. **Frequency Band:** The transponders are required in Standard C-band.
- b. **Satellite and Orbital Slot:** The transponder should be on geo stationary satellites occupying the orbital slots that belong to the operator and the satellite should be able to have a footprint covering (a) Nepal and (b) Others mentioned areas.
- c. **Specifications:** Technical specifications like frequency range, coverage area, Effective Isotropic Radiated Power (EIRP), G/T, SFD, Orbital slot, cross-polarization isolation etc are given in the Technical Requirements section.
- d. **Lease period:** **The lease period for the capacity shall be of 25 MHz for Five (5) years. In accordance to the future policies of Government of Nepal, Nepal Television shall be liable to add up more space segment at the same price or to reduce the acquired Bandwidth based on the actual user requirement. However; if Nepal launches its own satellite, Nepal Television shall terminate the lease period contract on four(4)months of prior notice.**
- e. **Capacity required:** The requirement is for one (1) standard C-Band Space Segment of 25 MHz of which there will be three (3) carriers uplinked from 3 different locations configured as follows:
 - Kathmandu Nepal, 12.5 MSps, 8PSK, 3/5 15 MHz
 - Itahari Nepal, 4.166 MSps, 8PSK, 3/5, 5 MHz



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- Kohalpur Nepal, 4.166 MSps, 8PSK, 3/5, 5 MHz

The capacity does not have to be contiguous but must be on the same polarization.

- f. **Satellite Life and status:** The satellite from which the services are provided should have at least Six(6) years of remaining life or assured replacement plan for a satellite replacement . For satellites that are currently in orbit, any operational issues including any anomalous behavior shall be clearly brought out.
- g. **In-orbit Redundancy:** The satellite from which the services are provided should have in-orbit redundancy or backup satellite to ensure robustness and business continuity in case of failure of the serving satellite.
- h. **Quality:** The offered capacity should be usable and free from interference, with or without loading, in part or in full and shall be on a non-pre-emptible/restorable basis.
- i. **Compliance statement:** Compliance statement should be given *along with applicable values* for the following:
 - * Technical requirements
 - * Technical specifications
 - * Detailed contours should be attached for **EIRP and G/T** clearly indicating beam peak and readable texts over each contour.
- j. The bidder should allow the required bandwidth to be managed by Nepal TV.
- k. The bidder shall provide, free of cost, 1month of capacity for the purpose of dual illumination supporting migration. (No signal interruptions during testing and migration to the new satellite). The first year of service shall commence after the dual illumination period.
- l. Satellite Provider should provide customer support engineers available on telephone, internet, or onsite service 24 hours a day, 365 days a year to answer questions and provide recommendations for concerns regarding the Space Segment.

Bidders shall include Compliance Statement for each and every technical clause. Bidders shall also include sufficient documentation such that Nepal Television can validate the compliance statements. In the statement of compliance, the bidder shall state:-

- (e) **Fully Compliant (FC):** If the offer of Bidder fully meets the Tender requirement.
- (f) **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 case, the bidder shall clearly mention the extent to which other requirements or specifications are affected.
- (g) **Non-Compliant (NC):** If the offer of Bidder cannot meet the requirements. The bidder shall also state reasons for it.
- (h) Compliance statements such as ‘Agreed’, ‘Noted’, ‘OK’, Tick mark, Do (”) and ‘Understood’ etc. shall not be acceptable and shall be considered “Non-Compliant”.

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



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- In case of **absence** or **unclear statements** of compliance for any specified requirement, Nepal Television (NTV) 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 compliant or non-compliant to some of the clauses, the successful bidder shall provision for all such requirements and make the bid fully compliant to all Nepal Television (NTV) 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 statements.

| 1.1. Final Acceptance Certificate (FAC) | | |
|---|---|--|
| 1.1.1. | <p>NTV reserves the right to perform any test to verify if any or all the technical requirements specified in the technical specification document is correctly implemented, if necessary, before issuance of FAC.</p> <p>It shall be the responsibility of the supplier to make necessary arrangements including the test equipment to perform such tests.</p> <p>NTV will issue the Final Acceptance Certificate for the equipment after the supplier fulfills the following requirements:</p> <ol style="list-style-type: none"> i. Successful implementation of all the technical requirements of Nepal Television (NTV)'s Tender Specification and other obligations as per the contract ii. Clearance of all the deficiencies from the Provisional Acceptance Test and clearance of all pending faults that are found on migration, operation observation and during Stabilization Period.. iii. Arrangement of technical support and maintenance services to resolve the hardware/ software problems or any integration related | |



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| | <p>problems by the supplier during the Stabilization Period,</p> <p>iv. Schedule of regular visits to the site by the hardware and software manufacturers for system health checks, preventive maintenance, performance tuning and optimization</p> <p>v. Provision of Contact Persons at various levels, online support access and procedure to escalate problems, support issues to the highest management in case of delays.</p> <p>The Final Acceptance Certificate shall not be issued until the supplier fulfills all above requirements.</p> | |
| 1.1.2. | <p>Issuance of FAC</p> <p>After the issuance of Stabilization Completion Certificate, Final Acceptance Certificate (FAC) shall be issued within 30days in accordance with the above clauses.</p> | |
| 1.1.3. | <p>Issuance of Final Acceptance Certificate shall not prejudice any claim with respect to any defect or malfunction, which may subsequently develop during subsequent service periods.</p> | |
| <p>1.2. Project Management</p> | | |
| 1.2.1. | <p>The supplier shall be entirely responsible for the project management. The supplier shall designate a Project Manager for the execution of the project. The project manager shall have detailed knowhow of the systems to be implemented. The Project Manager shall be fully responsible for the necessary co-ordination and execution of the entire works under the contract. The Project Manager shall also co-ordinate to resolve any non-compatibility and business configuration problems raised during implementation.</p> | |
| 1.3. | <p>Miscellaneous</p> | |
| 1.3.1. | <p>If there are direct revenue losses due to system malfunction and/or negligence from the part of the Supplier, the Supplier shall compensate Nepal Television (NTV) for the same.</p> | |
| 1.4. | <p>Extensions</p> | |
| 1.4.1. | <p>The system shall be upgradable to support new features. The listed features are not the current requirements but shall be extended as per Nepal Television (NTV)'s requirements in future.</p> <p>The supplier shall quote for additional resources for such Up-gradation.</p> | |

End of Chapter 1 and 2



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2. Inspection and Test

The following inspections and tests shall be performed:

1. Factory Inspection (At satellite hub):
2. Technical Training at the satellite hub.



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3. Issuance of Certificates



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Issuance of Certificates

1 **Final Acceptance Certificate (FAC) (Phase Wise FAC)**

Nepal Television Corporation (NTV) shall issue the Final Acceptance Certificate (FAC) within **40 days from date of successful completion of Stabilization period.**

2 **Training Completion Certificate and Factory Inspection Certificate**

Training Completion Certificate shall be issued after the successful completion of respective service. Please refer to Section VIII: Technical Specification.

Factory Inspection Certificate shall be issued in accordance with Clause No. 17.1 of Section IV.

4. Annexes



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Annex - I

The Bid Security, Performance Security and Advance Payment Guarantee must be furnished or counter guaranteed by one of the following banks in Nepal.

- (1) Nabil Bank Limited
- (2) Himalayan Bank Limited
- (3) Bank of Kathmandu Limited
- (4) NIC Asia Bank Limited
- (5) Machhapuchchhre Bank Limited
- (6) Prime Commercial Bank Limited
- (7) NMB Bank Limited
- (8) Sunrise Bank Limited
- (9) Nepal Credit and Commerce Bank Limited
- (10) Janata Bank Nepal Limited
- (11) Century Commercial Bank Limited
- (12) Standard Chartered Bank Nepal Limited
- (13) Nepal Investment Bank Limited
- (14) Everest Bank Limited
- (15) Siddhartha Bank Limited
- (16) Laxmi Bank Limited
- (17) Kumari Bank Limited
- (18) Nepal SBI Bank Limited
- (19) Global IME Bank Limited
- (20) Mega Bank Nepal Limited
- (21) Citizens Bank International Limited
- (22) Sanima Bank Limited
- (23) Nepal Bangladesh Bank Ltd
- (24) Civil Bank Limited
- (25) Prabhu Bank Limited
- (26) Nepal Rastra Bank
- (27) Nepal Bank Limited
- (28) RastriyaBanijya Bank Limited
- (29) Agricultural Development Bank Limited



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Annex II: Supply Record

NTV-077/78 for “Invitation for 25 MHz Standard C-Band Satellite Bandwidth Acquisition on Geostationary satellite”.

| SN | Description of Product | Country | Quantity | Date of Operation | | Purchaser's Name | Purchaser's Country | Address, Name, Tel., Fax, e-mail of the Contact Person |
|----|------------------------|---------|----------|-------------------|-------------|------------------|---------------------|--|
| | | | | From (date) | Till (date) | | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |

Annex III: User (Client) Certificate



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The Client Certificate shall have at least following information:

- 1) The user (Client) certificate shall be in official letter head with(i) Name of the company,(ii) Address of the Company,(iii) Telephone, Fax and Web site
- 2) The user certificate shall be sealed and signed with (i) Name and designation of the signatory, (ii) Telephone, Fax and e-mail of the signatory,(iii) Signing Date, and (iv) Official Seal
- 3) Supplier name and address
- 4) The information about the equipment:
 - i. Product Model and Version
 - ii. Product Capacity
 - iii. Installation Site (Site Address)
 - iv. Operation Details
 - a. Date of Supply and Delivery
 - b. Quantity Supplied
 - v. Product Performance (Satisfactory/unsatisfactory)



Annex- IV**Summary of the Supplied Services to Nepal Television****(Related with the Clause No. 28 of Section III: ITB)**

| SN | Description of the Equipment | Contract No. | Status | | Remarks (Please Specify the reason if SPC not issued) |
|----|------------------------------|--------------|--------|------------|--|
| | | | SPC | Issue Date | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| . | | | | | |
| . | | | | | |
| . | | | | | |
| | | | | | |

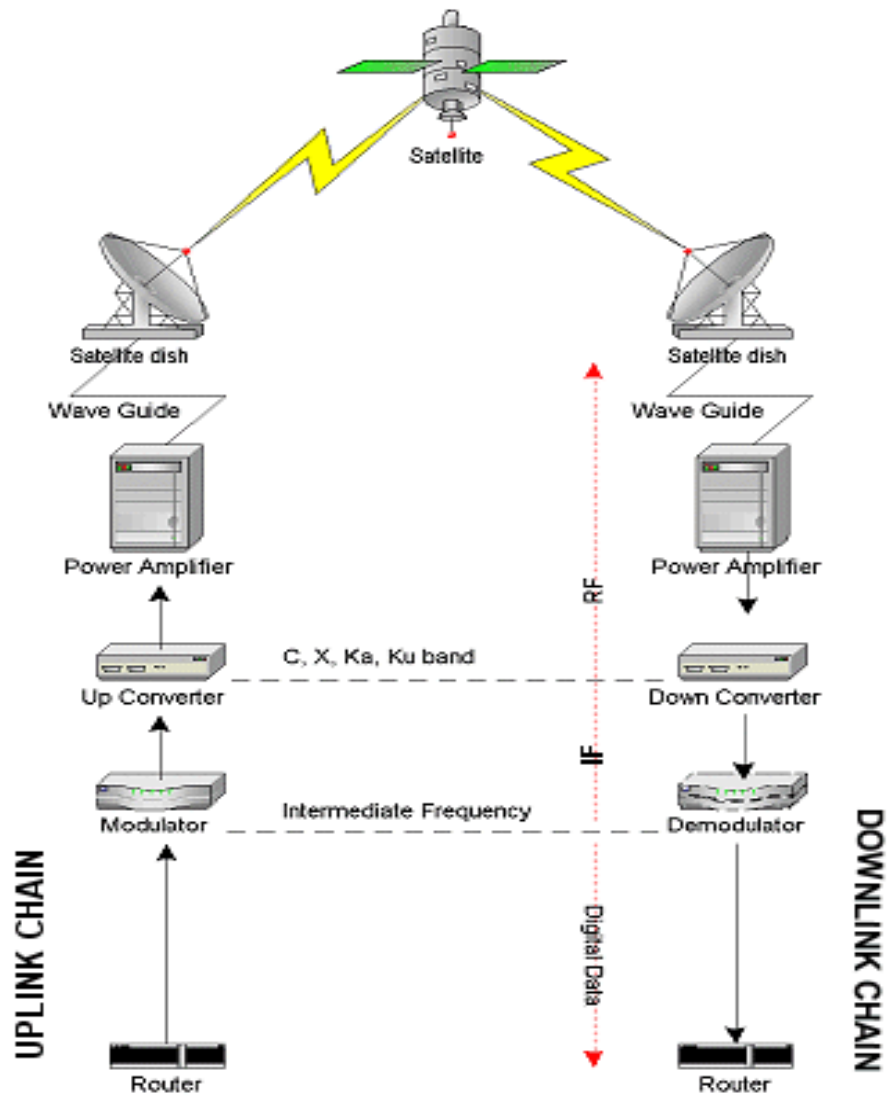


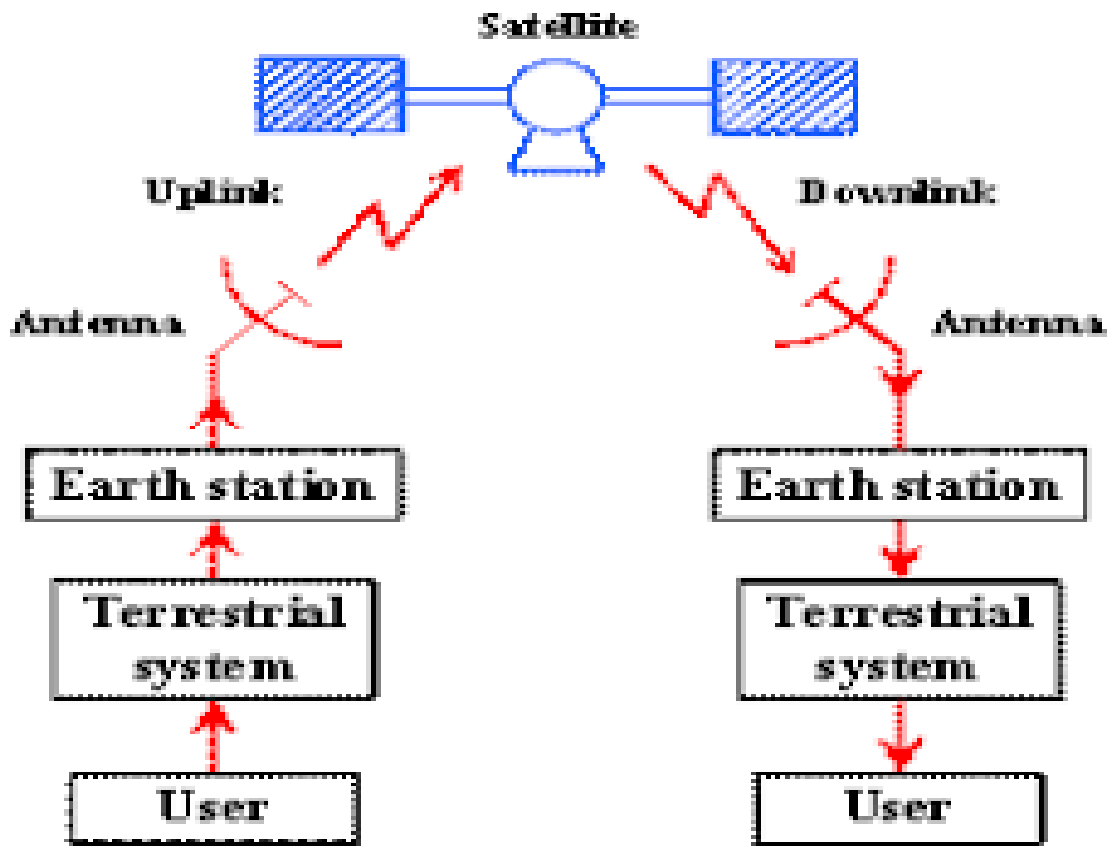
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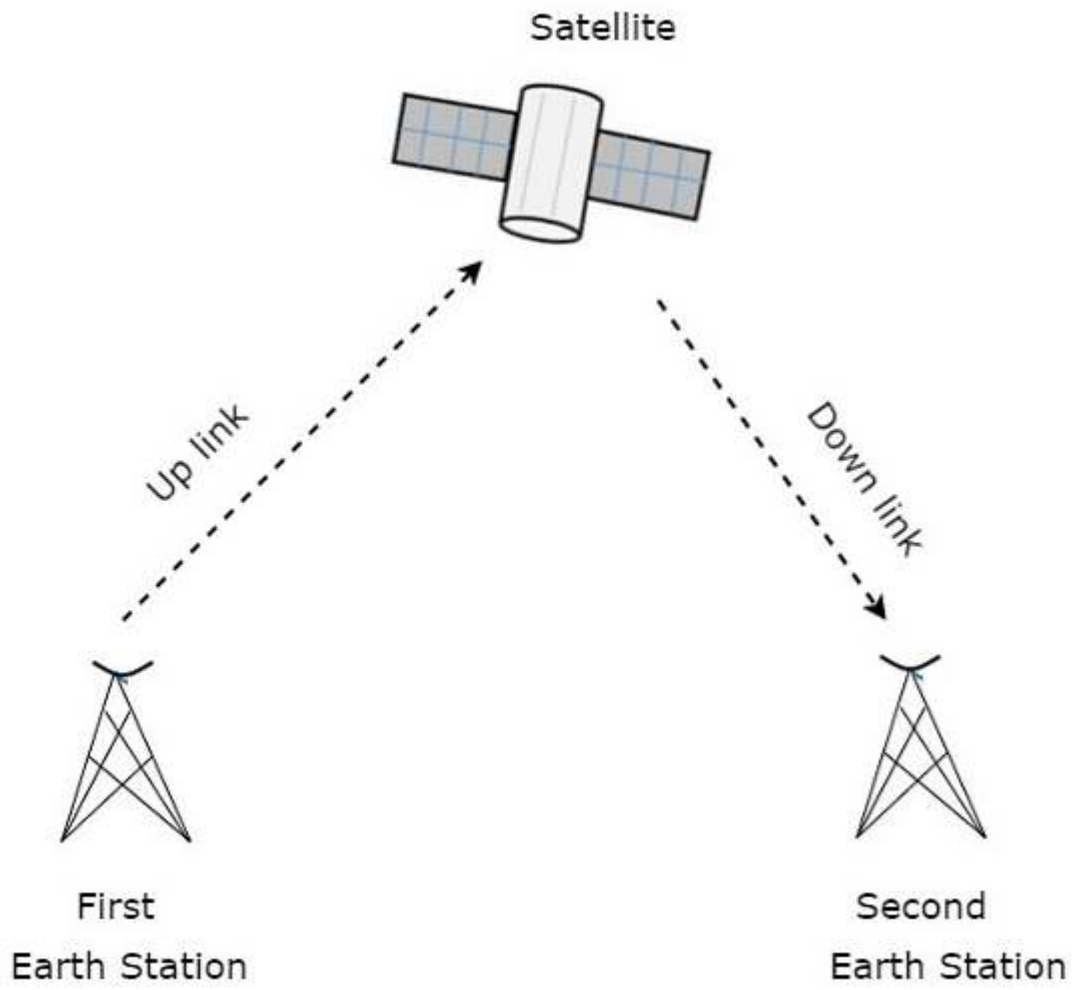
Annex-V

Schematic diagram with newly required System and old existing systems
are as:

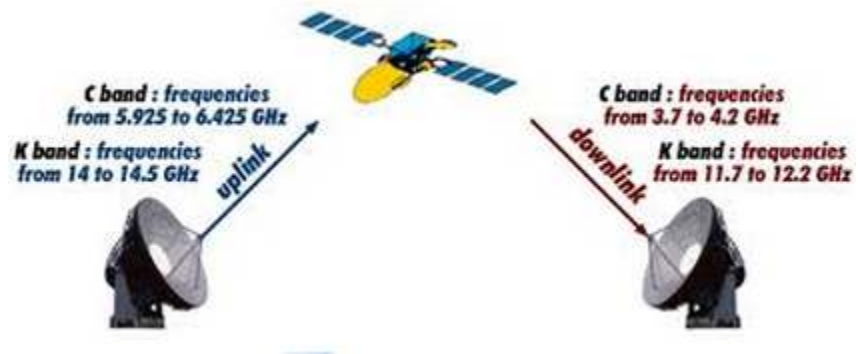








Existing diagram



Section VI.



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General Conditions of Contract



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Section VI. General Conditions of Contract

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7. Definitions

7.1

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 there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the start of desired services (satellite Space segment) 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) "NTV" means the Nepal Television.
- (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



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| | |
|--------------------------------|--|
| | <p>includes the legal successors or permitted assigns of the Supplier.</p> <p>(p) "The Site," where applicable, means the place named in the SCC.</p> |
| 8. Contract Documents | |
| 8.1 | 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. |
| 9. Fraud and Corruption | |
| 9.1 | 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. |
| 9.2 | <p>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 15days' notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.</p> <p>(a) For the purposes of this provision, the terms set forth below as follows:</p> <p>(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</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(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;</p> <p>(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;</p> <p>(v) "obstructive practice" means</p> <p>(b) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NTV/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</p> <p>(c) 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.</p> |



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| | |
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| 9.3 | <p>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:</p> <p>(a) if it is established that the Supplier has committed acts specified in ITB 3.2,</p> <p>(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.</p> |
| 9.4 | <p>In case of DP funded bid, DP:</p> <p>(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;</p> <p>(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</p> <p>(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.</p> <p>Not Applicable</p> |
| 10. Interpretation | |
| 10.1 | If the context so requires it, singular means plural and vice versa. |
| 10.2 | <p>Inco-terms</p> <p>(a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Inco-terms.</p> <p>(b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Inco-terms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as <i>specified in the SCC</i>.</p> |
| 10.3 | Entire Agreement |



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| | 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. |
| 10.4 | <p>Amendment</p> <p>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.</p> |
| 10.5 | <p>Non-waiver</p> <p>(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.</p> <p>(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.</p> |
| 10.6 | <p>Severability</p> <p>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.</p> |
| 11. Language | |
| 11.1 | <p>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.</p> <p>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.</p> |
| 11.2 | The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |



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| 5. Notices | |
| 6.1 | 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. |
| 6.2 | A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later. |
| 47. Governing Law | |
| 47.1 | The Contract shall be governed by and interpreted in accordance with the laws of the Nepal, unless otherwise <i>specified in the SCC</i> . |
| 48. Settlement of Disputes | |
| 48.1 | 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. |
| 48.2 | Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period. |
| 49. Scope of Supply | |
| 49.1 | <i>Subject to the SCC</i> , the Goods or Related Services to be supplied shall be as specified in Section V, Schedule of Supply. |
| 50. Delivery | |
| 50.1 | Subject to GCC Sub-Clause 31.1, the Delivery 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 <i>specified in the SCC</i> . |
| 51. Supplier’s Responsibilities | |
| 51.1 | The Supplier shall supply all the Goods or 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. |
| 52. Purchaser’s Responsibilities | |
| 52.1 | Whenever the supply of Goods or 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 |



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| | and expeditious manner. |
| 52.2 | The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1. |
| 53. Contract Price | |
| 53.1 | The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract. |
| 53.2 | 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 <i>in the SCC</i> . |
| 54. Terms of Payment | |
| 54.1 | The Contract Price shall be paid as <i>specified in the SCC</i> . |
| 54.2 | 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. |
| 54.3 | 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. |
| 54.4 | The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as <i>specified in the SCC</i> . |
| 54.5 | 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 <i>in the SCC</i> , for the period of delay until due payment has been made. |
| 55. Copy right | |
| 55.1 | 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. |
| 56. Confidential Information | |
| 56.1 | 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 |



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| | <p>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.</p> <p>- Refer to SCC for System related reports and Data</p> |
| 56.2 | 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. |
| 56.3 | <p>The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:</p> <p>(a) the Purchaser or Supplier need to share with the Donor or other institutions participating in the financing of the Contract;</p> <p>(b) now or hereafter enters the public domain through no fault of that party;</p> <p>(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</p> <p>(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> |
| 56.4 | 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. |
| 56.5 | The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. |
| 57. Specifications and Standards | |
| 57.1 | <p>Technical Specifications and Drawings</p> <p>a) The Supplier shall ensure that the Goods or Related Services comply with the technical specifications and other provisions of the Contract.</p> <p>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</p> |



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| | <p>giving a notice of such disclaimer to the Purchaser.</p> <p>c) The Goods or 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.</p> <p>d) Refer to SCC for Origin of the supplied goods</p> |
| 57.2 | 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. |
| 58. Inspections and Tests | |
| 58.1 | 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. |
| 58.2 | 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 <i>specified in the SCC</i> . 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. |
| 58.3 | 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. |
| 58.4 | 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. |
| 58.5 | 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 |



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| | 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. |
| 58.6 | The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. |
| 58.7 | 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. |
| 58.8 | 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. |
| 59. Liquidated Damages | |
| 59.1 | 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 <i>specified in the SCC</i> 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 <i>specified in the SCC</i> . Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34. |
| 60. Patent Indemnity | |
| 60.1 | 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: |



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| | <p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(b) the sale in any country of the products produced by the Goods.</p> <p>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.</p> |
| 60.2 | 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. |
| 60.3 | 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. |
| 60.4 | 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. |
| 60.5 | 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. |
| 61. Limitation of Liability | |
| 61.1 | <p>Except in cases of gross negligence or willful misconduct:</p> <p>(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</p> <p>(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,</p> |



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| | 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. |
| 62. Change in Laws and Regulations | |
| 62.1 | 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. |
| 63. Force Majeure | |
| 63.1 | 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. |
| 63.2 | 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. |
| 64. Change Orders and Contract Amendments | |
| 64.1 | 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. |
| 65. Termination | |
| 65.1 | 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 |



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| | <p>the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods and related services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(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.</p> <p>(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.</p> |
| 65.2 | <p>Termination for Insolvency.</p> <p>(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</p> |
| 65.3 | <p>Termination for Convenience.</p> <p>(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.</p> |
| 66. Assignment | |
| 66.1 | <p>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.</p> |



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End of Section VI

Section VII.

Special Conditions of Contract



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Special Conditions of Contract (SCC)

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.

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| GCC 1.1 (k) | The Purchaser is: Nepal Television Corporation (NTV) |
| GCC 4.2 (b) | The version of Inco-terms shall be: 2012 or higher |
| GCC 5.1 | The language shall be: English |
| GCC 6.1 | joint venture, consortium or association Not Applicable |
| GCC 7.1 | For notices, the Purchaser's address shall be: Purchaser: Nepal Television Corporation (NTV) Singhadurbar, Kathmandu, Nepal Telephone number:+ 977 1 4200348 Fax: +97714200212 e-mail Address: procurement.ntv@gmail.com |
| GCC 8.1 | The governing law shall be the law of: Nepal |



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| | The Bidder shall abide by all prevailing laws of Nepal. The Bidder is strongly recommended to study the prevailing laws of Nepal |
| GCC 10.1 | The Scope of Supply shall be defined in: "Section V, Schedule of requirement". |
| GCC 15.1 | <p><i>Payment for the services</i></p> <p>Payment for the services shall be made quarterly in a Year against the submission of required bill from the Satellite Company as a rental for their Satellite space segment used by Nepal television corporation on every three months.</p> |
| GCC 15.4 | The currencies for payments shall be: USD |
| GCC 17.1 | <p>The supplier shall submit a bank guarantee equivalent to amount as mentioned below (including inland transportation cost, if applicable) as 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 i.e. 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> <ol style="list-style-type: none"> 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 for one year. ii. For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\%$ of Bid Price for one year. |
| GCC 17.3 | The types of acceptable Performance Securities are: A bank guarantee issued by a "A" class commercial Bank located in the Purchaser's country or abroad, |



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| | <p>acceptable to the Purchaser, in the format included in Section VIII, Contract Forms,</p> <p>Performance Security issued by foreign Bank must be counter – guaranteed by a "A" class commercial Bank in Nepal.</p> <p>The Performance Security will be discharged by purchaser not later than thirty (30) days following the date of completion of the Supplier's performance obligations, including issuance of Warranty Completion Certificate (WCC) as Section V "Technical Specification".</p> |
| GCC 19.1 | The Supplier shall keep confidential and shall not, without the written consent of Nepal Television Corporation (NTV) divulge to any third party any documents, data, or other information related to network's system, Nepal Television's project strategy, operation and maintenance etc. |
| GCC 22.2 | <p>The packing, marking, and documentation within and outside the packages shall be:</p> <p>Name: Nepal Television Corporation Address: Singhadurbar, Kathmandu, Nepal Tel:+ 977 1 4200348 Fax: +977 1 4200212</p> |
| GCC 25 | <p>(iii) Bidder shall arrange 7 days of site visit for four senior management Persons/Senior Engineers of Nepal Television to the hub of proposed satellite for Monitoring and Evaluation of the facilities and infrastructure available bearing all the expenses of Flight, Accommodations and daily allowance.</p> <p>(iv) Bidder shall arrange 10 days of technical training on relevant equipment's of Satellite Earth station for 3 engineers of Nepal Television at the premise of Command & Control Center of proposed Satellite bearing all the expenses of flight, Accommodations and Daily Allowance.</p> |
| GCC 26.1 | <p>Liquidated Damages</p> <p>If the Supplier fails to avail the desired services and make ready for putting into commercial service within the time period specified in the Table-1 given below, Nepal Television Corporation shall, without prejudice to its other remedies under the Contract, deduct from the total bid price (as per Table-1) payable to the Supplier, as liquidated damages, a sum equivalent to 0.05% per day of the bid amount, which could not be delivered/commissioned (as per the Table-1) delay until actual delivery or performance up to a maximum deduction of 10% of the Total bid amount. Once the maximum is reached, the Nepal Television Corporation(NTV) may consider termination of the Contract.</p> |



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| | <p>The applicable rate of liquidated damages shall be 0.05 percent of the Contract Price per day</p> <p>The maximum amount of liquidated damages shall be ten (10) percent of the Contract Price.</p> <p>To be filled by fiancé.</p> |
| GCC 33.1 | <p>Time extension shall be limited to the time limit as specified in the financial regulation of Nepal Television and Public Procurement Act 2063 and Regulation.2064</p> |

End of Section- VII

Section VIII.

Contract Forms



Section VIII. Contract Forms

Table of Contents

- 1. Letter of Intent**
- 2. Letter of Acceptance**
- 3. Contract Agreement**
- 4. Performance Security**
- 5. Advance Payment Security**
- 6. Factory Inspection Report**
- 7. Factory Inspection certificate**



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1. Letter of Intent
[On letterhead paper of the Purchaser]

.....*[insertdate]*

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]



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2. 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 *[insertdate]* for execution of the *[insert .name of the contract and identification number]* for the Contract price of *[insertcurrency 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:



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3. 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.



[Handwritten signature]

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)



[Handwritten signature]

4. 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]**



Factory Inspection Report

To,

Date:

Manager,

Nepal Television (NTV)

Factory Inspection Report

This is in reference to Contract No. ... *(Specify No. and name of Contract)* dated *(Specify Date)* and LC No: ... dated ... issued by ..., Nepal (specify the L/C No., date of issue and issuing bank) under the Contract No. *(Specify Contract No.)*.

We would like to inform you that the Inspection & tests of the goods (please mention the name of items) under the above mentioned contract were carried out successfully in accordance with approved Acceptance Test Procedure. All the results were found in conformity with the Technical requirements of the Contract. Therefore, goods under the above mentioned Contract are hereby ready for dispatch.

Inspector from Nepal Television Corporation

Mr.

Designation.....

Nepal Television (NTV)

Mr.

Designation:

Nepal Television (NTV)

Inspection done at manufacturing site:

Name of Supplier:

Address:

Date: From DD/MM/YY to DD/MM/YY

Representatives from Supplier

Mr.

Designation:



[Handwritten Signature]

Factory Inspection Certificate

Date: ...

Ref. No.: ISD|(Contract No.)|(Fiscal year)

Cha. Na.:

Name of Supplier:

Address of the Supplier:

Tel:

Fax:

Subject: Factory Inspection Certificate

This is in reference to Contract No. ... (*Specify No. and name of Contract*) dated (*Specify Date*) and LC No: ... dated ... issued by ..., Nepal (specify the L/C No., date of issue and issuing bank) under the Contract No. (*Specify Contract No.*).

This is to confirm that the goods (please mention the name of items, if specific items to be tested mentioned in the Contract) under the above mentioned Contract were inspected and tested successfully at manufacturer premises by Inspectors of Nepal Television (NTV) in accordance with the approved test procedure. All the test results were found in conformity with the Technical requirements of the Contract. Therefore, goods under the above mentioned Contract are hereby cleared for dispatch.

Thanking you.

Sincerely yours.

...

(Manager, NTV)

End of Section VIII: Contract Forms



[Handwritten Signature]