

BID DOCUMENT
For
Supply & Delivery of SMF-VRLA Battery
Sets

Tender No. : UTL/NPL/Battery Sets/2014-15/1
Date of Issue : November 19, 2014
Due date and Time : December 03, 2014 up to 15.00 Hrs

Cost of BID Document NRs. 2,260/- (Inclusive of 13 % VAT)



UNITED TELECOM LIMITED

(A JV OF MTNL, TCIL, TCL & NVPL)

Triveni Complex, Putali Sadak, Kathmandu
Phone:-00-977-1-2001880, Fax: 00-977-1- 2223344
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Table of Contents

Section I:	Notice Inviting Tender	2
Section II:	Instructions To Bidders	3
Section III:	General (Commercial) Conditions of Contract	14
Section IV:	Special Conditions of Contract	21
Section V:	Schedule of Requirements	24
Section VI:	Technical Specifications	25
Section VII:	Part –I Bid Form	26
	Part-II Price Schedules	27
Section VIII:	Bid Security Form	29
Section IX:	Performance Security Guarantee Bond	30
Section X:	Letter of Authorization for Attending Bid Opening	32
Section XI:	Checklist	33



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Triveni Complex, Putali Sadak, Kathmandu

Section-I Notice Inviting Tender

Tender No. & Date : UTL/NPL/Battery Sets/2014-15/1 dated November 19, 2014

Due Date & Time of Receipt : December 03, 2014 Up to 15:00 HOURS.

Date & Time of Opening : December 03, 2014 at 15:30 HOURS.

On behalf of United Telecom Limited, sealed tenders are invited for Supply & Delivery of SMF-VRLA Battery Sets.

The companies registered to manufacture the tendered item or their authorized suppliers for the tendered item and have executed commercial orders for UTL or any other telecom operator in Nepal/any other country are eligible to participate in the tender.

Bid security in the form of bank guarantee will be NRs 3,75,000 /- (Rupees Three Lakh Seventy Five Thousand only).

Intending bidders may obtain copy of the tender document on payment of non-refundable NRs. 2,260/- (Rupees Two Thousand Two Hundred and Sixty only) inclusive of VAT from Officer on Special Duty (OSD), United Telecom Limited, Triveni Complex, Putali Sadak, Kathmandu, Nepal, with effect from November 20, 2014 up to December 04, 2014 between 10.30 hrs. and 15:00 hrs on all working days. The payment will be accepted in the form of cash at reception or a crossed demand draft, drawn on any Class A commercial bank in Nepal, in favour of United Telecom Limited, payable at Kathmandu, Nepal.

Tender document may also be downloaded from the website <http://www.utlnepal.com> cost of which should be submitted in the form of Demand Draft as mentioned above at the time of submission of the bid.

Section-II Instructions to Bidders

A Introduction

1. Definitions

‘**The Purchaser**’ means the UNITED TELECOM LIMITED

‘**The Bidder**’ means the individual or firm who participates in the tender and submits the bid.

‘**The Supplier**’ means the individual or firm supplying the goods under the contract.

‘**The Goods**’ means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

‘**The Advance Purchase Order/Letter of Intent**’ means the intention of the Purchaser to place the Purchase order on the bidder.

‘**The Purchase Order/Work Order**’ means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase Order/Work Order shall be deemed as ‘Contract’ appearing in the document.

‘**The Contract Price**’ means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

‘**Validation**’ is a process of testing the equipment as per the specifications including requirements for use in UTL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. Eligible Bidders

The eligible bidders should be Nepali/others companies registered anywhere to manufacture/supply the tendered item in Nepal/outside Nepal, having obtained clearance from NRB wherever applicable.

a. Quantity of Tendered Items Supplied: The bidder or their collaborator should have successfully completed similar works/supplies (e.g. Supply & Delivery of SMF-VRLA Battery Sets of 600AH and higher rating), total value of which is not less than Nepalese Rupees Sixty Lakh only (NRs. 60,00,000/-) during each of the last 2 years ending last day of October, 2014 for UTL or any other telecom service provider/ other Purchasers. A certificate issued by the competent authority shall be enclosed along with the bid.

b. Turnover: The bidder should have annual turnover of Nepalese Rupees Seventy Five Lakhs only (NRs. 75,00,000/-) during each of any two years within previous three financial years (i.e., 2011-12, 2012-13, 2013-14).

The bidder shall quote only one solution and no multiple options shall be quoted. The bid with multiple options shall be summarily rejected. Only one Bid from each OEM should be submitted. Multiple Bids from same OEM (directly/through subsidiary/partner) will be summarily rejected.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bid Documents

4. Documents Required

4.1 The goods required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- a. Notice Inviting Tender (NIT)
- b. Instructions to Bidders
- c. General (Commercial) Conditions of Contract
- d. Special Conditions of Contract (if any)
- e. Schedule of Requirements
- f. Technical Specifications
- g. Bid Form and Price Schedules
- h. Bid Security Form
- i. Performance Security Bond Form
- j. Letter of authorization to attend bid opening
- k. Checklist

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of the bid not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.

5. Clarification on Bid Document

5.1 A prospective bidder, requiring any clarification on the Bid Document shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification on the Bid Document, which it receives not later than 7 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid document. Such clarification shall also be posted on website of UTL.

5.2 Any clarification issued by UTL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the Bid Document.

6. Amendment of Bid Document

6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

6.2 The amendments shall be notified in writing or by FAX/Email [or may be posted on UTL's website] to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

- 6.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. Preparation of Bids

7. Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

- a.** Documentary evidence established in accordance with the Clauses-2 & 10 that the bidder is eligible to bid and is qualified to perform the contract if their bid is accepted.
- b.** Bid Security furnished in accordance with Clause-12.
- c.** A clause by clause compliance as per Clause-11.2 c.
- d.** A Bid form and Price Schedule completed in accordance with Clause-8.

8. Bid Form

- 8.1** The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per Section-VII.

9. Bid Prices

- 9.1** The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. VAT, Custom duty & Excise (if any), packing, forwarding, freight and insurance etc. wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section-VII. Prices of incidental services should also be quoted.

- 9.2** Prices indicated in the Price Schedule shall be entered in the following manner:

- i.** The Basic Unit price (Ex-Factory Price) of the goods, VAT, Excise/Custom duty, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
- ii.** Taxes/duties shall be quoted separately item-wise.

The supplier shall quote as per Price Schedule given in Section-VII for all the items given in Schedule of Requirement.

- 9.3** The Basic Unit Price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- 9.4** The prices quoted by the bidder shall be with sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.

- 9.5** DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall, therefore, modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc, into account.

- 9.6** The price approved by UTL for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Breakup in

various heads like custom duty, VAT, insurance, freight and other taxes paid/payable as per Clause 9.2 is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

9.7 In cases when the goods are supplied from outside Nepal, the Customs Duty & VAT shall be payable by UTL but the same shall be included in the bid cost.

10. Documents Establishing Bidder's Eligibility and Qualification

10.1 The Bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, copy of the following documents or whichever is required as per the terms & conditions of Bid Documents.

- i.** Certificate of incorporation with latest amendment if any.
- ii.** Articles or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- iii.** Tax clearance certificate for last financial year.
- iv.** PAN/VAT certificate
- v.** Nodal center existing/proposed to be set up to meet contractual requirements.
- vi.** Feedback regarding after sales service from their customers

10.2 i. The bidder shall furnish copy of the Annual Report and /or a certificate from its bankers as evidence that they have financial capability to perform the contract.

ii. The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proof of the system offered, the bidder shall provide documentary evidence regarding the system being offered by them.

11. Documents Establishing Goods Conformity to Bid Documents

11.1 Pursuant to Clause-7, the bidder shall furnish, as part of their bid, documents establishing the conformity of their bid to the Bid Documents of all goods and services which they propose to supply under the contract.

11.2 The documentary evidences of the 'goods and services' conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish the following:

- a.** detailed description of goods with essential technical and performance characteristics;
- b.** a list, giving full particulars including available sources and current prices of all spare parts, special tools etc., necessary for the proper and continuous functioning of the goods for a period of warranty & AMC following commencement of use of the goods by the purchaser and
- c.** a clause-by-clause compliance on the purchaser's Technical Specifications & Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications & Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications & Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section-VI), General (Commercial) Conditions (Section-III) and Special Conditions of contract (Section-IV) shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the Clause-11.2(c) above, the bidder shall note that the standards for the workmanship, material & equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. Bid Security

12.1 Pursuant to Clause-7, the bidder shall furnish, as part of their bid, a bid security for an amount of NRs.3,75,000/-(Nepalese Rupees Three Lakh Seventy Five Thousand only) in the form of bank guarantee from Class ‘A’ commercial bank.

12.2 The bid security is required to protect the Purchaser against the risk of bidder’s conduct, which would warrant the forfeiture of bid security pursuant to Clause-12.7.

12.3 The bid security shall be in the form of a Bank Guarantee or Demand Draft issued by a Class ‘A’ Commercial bank located in Nepal in favour of the purchaser, valid for a period of 180 days from the date of tender opening.

12.4 The bid not secured in accordance with Clause-12.1 & Clause-12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the Purchaser pursuant to Clause-13.

12.6 The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the Advance Purchase Order (APO) satisfactorily in accordance with Clause-28 and furnishing the performance security.

12.7 The bid security may be forfeited:

- a. If the bidder withdraws their bid during the period of bid validity specified by the bidder in the Bid form or
- b. In the case of successful bidder, if the bidder fails:
 - i. to sign the contract in accordance with Clause-29 or
 - ii. to furnish performance security in accordance with Clause-28.
- c. In both the above cases, i.e. specified under Clause-12.7 a & b, the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of UTL in this regard.

13. Period of Validity of Bids

13.1 Bid shall remain valid for 150 days from the date of opening of bids prescribed by the purchaser pursuant to Clause-19.1. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause-12 shall also be suitably extended. The bidder may refuse the request without forfeiting their bid security. **A bidder accepting the request and granting extension will not be permitted to modify their bid.**

14. Format & Signing of Bid

- 14.1 i.** The bidder shall prepare one complete set of original bid and make one copy of the same clearly marking one as **‘Original Bid’** and remaining one as **‘Copy’**. In the event of any discrepancy between the copies, the original bid shall govern.
- ii.** The copy of quality manual and Articles or Memorandum of Association may be provided with **‘Original Bid’** and **‘Copy’**.
- 14.2** The original and all copies of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 14.3** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person signing the bid.

D. Submission of Bids

15. Sealing & Marking of Bids

15.1 The bid should be submitted in two sets one original and one copy duly marked **‘ORIGINAL’** & **‘COPY’**. Each set shall contain three envelopes. The first envelope shall contain documents establishing bidder’s eligibility as per Clause-2 & 10 along with Bid Security as per Clause-12 and Proof of submission of tender fee marked as **‘Eligibility Bid’**. The second envelop shall contain the techno-commercial bid marked as **‘Techno-commercial Bid’**. The Third envelop shall contain only price bid in the Price Schedule format as per Section-VII, Part-II marked as **‘Price Bid’**. All the three envelopes should be sealed separately by the personal seal of the bidder.

15.2 a. The envelopes shall be addressed to the purchaser as follows:

Officer on Special Duty
UNITED TELECOM LIMITED
4th floor, Triveni Complex
Putali Sadak
Kathmandu, Nepal

- b.** The envelope shall bear the subject name (as mentioned in bid document, the tender number and the words **‘DO NOT OPEN BEFORE’** **‘(due date & time)’**.
- c.** The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared **‘late’** or rejected.
- d.** Tender may be delivered/ sent in person/courier on the above mentioned address (address is given in Clause-15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e.** Bids delivered in person on the day of tender opening shall be delivered up to 15.00 Hrs. to UTL at the venue (address is given in Clause 15.2 (a) above). The Purchaser shall not be responsible if the bids are delivered elsewhere.
- f.** Venue of Tender Opening: Tender will be opened in our corporate office located at Triveni Complex, Putalisadak, Kathmandu, Nepal at 15.30 Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be

displayed prominently on the notice boards of UTL and will also be posted at UTL's website.

15.3 If all the envelopes are not sealed and marked as required under Clause-15.1 and 15.2, the bid shall be rejected.

16. Submission of Bids

16.1 Bids must be received by the Purchaser at the address specified under Clause-15.2 not later than 15:00 hrs. on the due date.

16.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bid Document in accordance with Clause-6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16.3 The bidder shall submit their bid offer against a set of Bid Documents purchased by them for all or some of the systems/equipment as per requirement of the Bid Documents. They may include alternate offer, if permissible as per the bid document. However, not more than one independent and complete offer shall be permitted from the bidder. The bidder can also download the tender document from UTL website & tender document fees (by bank draft only) can be deposited along with the bid.

17. Late Bids

Any bid received by the purchaser after the deadline for submission of bids & without tender fees (if it is downloaded from the website) as prescribed by the purchaser pursuant to Clause-16, shall be rejected and returned unopened to the bidder.

18. Modification & Withdrawal of Bids

18.1 The bidder may modify or withdraw their bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of Clause-15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by personal delivery/courier not later than the deadline for submission of bids.

18.3 Subject to Clause-20, no bid shall be modified subsequent to the deadline for submission of bids.

E. Bid Opening & Evaluation

19. Opening of Bids by Purchaser

19.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who chose to attend, at 15:30 hrs on the due date. The bidder's representatives, who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (Format is given in Section-IX).

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.3 The bidder's names, bid prices, modifications, bid withdrawals and such other details as the purchaser, at their discretion, may consider appropriate will be announced at the time of opening.

19.4 The date fixed for opening of bids, if subsequently declared as holiday by the UTL, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the purchaser may, at their discretion ask the bidder for the clarifications on the bid. The request for the clarifications and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

21. Preliminary Evaluation

21.1 Purchaser shall evaluate the bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis:

If there is a discrepancy between the unit price and total price obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, their bid shall be rejected and bid security forfeited.**

21.3 If the sum of total prices in any table of Section-VII Part II is different than the actual sum, then the higher price will be considered for evaluation and lower prices will be considered for ordering price. If the supplier does not accept the correction of error, their bid will be rejected & bid security forfeited.

21.4 Prior to the detailed evaluation pursuant to Clause-22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. Evaluation & Comparison of Substantially Responsive Bids

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause-21.

22.2 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e. VAT, Excise Duty, packing, forwarding, freight, insurance and customs duty (as applicable) etc. as indicated in Column-13 &15 of the Price Schedule in Section-VII Part-II (Indigenous & imported equipment respectively) of the Bid. In case of Indian bidders, Evaluation would be done considering the difference of custom duty and excise duty. This is in view of the fact that M/s UTL gets adjustments of paid excise duty in India for the custom duty to be paid in Nepal. In case of other overseas bidders, this adjustment is not allowed, therefore, Evaluation price would be their all inclusive prices (inclusive of Custom duty/VAT/Excise duty/FFI etc.) quoted by them. In Nutshell, the evaluation of the responsive bids will be on the basis of Net cost to UTL.

23. Contacting the Purchaser

23.1 Subject to Clause-20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify their bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F. Award of Contract

24. Placement of Order

The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. **The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

25. Award Criteria

Subject to Clause 24 the Purchaser will award the contract to only one (unless otherwise specified in the Special Conditions of Contract, Section-IV of the Bid Document) successful bidder whose bid has been determined to be substantially responsive, technically and commercially acceptable and has been determined as the lowest evaluated qualified to perform the contract satisfactorily.

26. Purchaser's Right to Vary Quantities at the Time of Award or Placing Orders:

- a.** UTL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms & conditions at the time of award of contract.
- b.** In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/commercialization of the project at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- c.** Further if required, an additional order for 50% of the value of the goods & services (limited to 100% of the value of goods and services contained in the running tender/contract) may be placed on the existing vendors at the same rate or a rate

negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

27. Purchaser's Right to Accept any Bid and to Reject any or all Bids

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 award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

28. Issue of Advance Purchase Order

28.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

28.2 The bidder shall, within fourteen days of issue of the Advance Purchase Order, give their acceptance along with performance security in conformity with Section-IX provided with the bid document.

29. Signing of Contract

29.1 The issue of Purchase order shall constitute the award of contract on the bidder.

29.2 Upon the successful bidder furnishing performance security pursuant to Clause-28, the Purchaser shall discharge the bid security in pursuant to Clause-12.

30. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause-28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

31. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in outright rejection of the bid.**

i. Clause-15.1 of Section-II: The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.

ii. Clauses-12.1, 12.3 & 13.1 of Section-II: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses-12.1, 12.2 & 12.3 and bid validity is less than the period prescribed in Clause-13.1 mentioned above.

iii. Clause-2 & 10 of Section-II: If the eligibility condition as per Clause-2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause-10 of section -II are not enclosed, the bids will be rejected without further evaluation.

iv. Clause-11.2 c of Section-II: If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviation, a statement to that effect must be given.

v. Section-III 'Commercial conditions', Section-IV 'Special Conditions of Contract' & Section-VI 'Technical Specifications': Compliance if given using ambiguous words like 'Noted', 'Understood', 'Noted & Understood' shall not be accepted as complied. Mere 'Complied' will also be not sufficient and reference to the enclosed documents showing compliances must be given.

vi. Section-VII Price Schedule: Prices are not filled in as prescribed in Section-VII, the Price Schedule.

vii. Section-II Clause-9.5 on discount which is reproduced below:

‘Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall, therefore, modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account’.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

33. Purchaser reserves the right to blacklist a bidder for a suitable period in case they fail to honor their bid without sufficient grounds.

The company or firm or the person will also be debarred for further participation if a false certificate is submitted by the bidder along with the bid.

34. The bidder shall submit a certificate that none of their near relative is working in UTL. The term near relative means wife, husband, parents, grandparents, children, brothers, sisters.

The format of the certificate to be given as under:
“I.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in UTL. In case at any stage, it is found that the information given by me is false/incorrect, UTL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

35. Prices for ordering in P.O.: In case of overseas bidders, M/s UTL will pay custom duty & VAT to concerned authorities in Nepal. Therefore, ordering P.O. price shall be exclusive of these taxes & levies.

In case of Nepali bidders, VAT/Custom Duty shall be paid by the Nepali bidder to the concerned authorities themselves, therefore ordering P.O. prices shall be inclusive of VAT/custom duty prices.

36. Language of Bid: The Bid prepared by the bidder and all correspondence and Documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the Bidder and UTL shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

Section-III
General (Commercial) Conditions of Contract

1. Application

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. Standards

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-VI.

3. Patent Rights

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in UTL's Telecom Network.

4. Performance Security

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within **Ten days** from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete their obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by any commercial schedule 'A' bank and in the form provided in 'Section-VIII' of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including, but not limited to, L/D and/or any warranty obligations under the contract.

5. Inspection & Tests

5.1 The Purchaser or their representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like testing instruments and other tests accessories including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in Clause-5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before 'take over' and if any equipment or part thereof is found defective, the same shall be replaced free of all costs as laid down in Clause-5.4 below.

- 5.4** If any equipment or any part thereof, before it is taken over under Clause-5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall replace the defective equipment/goods, or alter the same to make it comply with the requirements of the contract *forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should they fail to do so within this time, the Purchaser reserves the discretion to get it at the cost of the Supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract.* The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the Supplier.
- 5.5** When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any ‘taking Over Certificate’ contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to ‘Taking Over Certificate’, issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to ‘Taking Over Certificate’.
- 5.6** Nothing in Clause-5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. Delivery & Documents

- 6.1** Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contract and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2** All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval/TSEC approval and field trial, if any.

7. Training

- 7.1** The bidder shall provide training to installation and maintenance staff of the purchaser free of cost where required.
- 7.3** The bidder shall provide all training material and documents, if applicable.
- 7.4** Conduct of training of the purchaser’s personnel shall be at the supplier’s plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8. Incidental Services

- 8.1** The supplier may be required to provide any or all of the following services:

- a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- c. Performance of supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. Spares

Not applicable.

10. Warranty

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship & manufacture and shall be of the highest grade & consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at their own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. *This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) thirty six months or as envisaged in the bid document after the stores have been taken over under Clause 5.5 above.*

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the Clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of thirty six months, whichever is later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. Payment Terms

If the Supplier is a registered company in Nepal, the payment shall be made through account payee cheque. For the supplier not registered in Nepal, the payment shall be made through Letter of Credit (L/C). L/C establishment charges shall be borne by Purchaser and L/C negotiation and amendment charges etc. will be borne by beneficiary.

11.1 Payment of 90% of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- i. Invoice
- ii. Delivery Challan

- iii. Packing list
- iv. Excise gate pass / Certificate for Origin.
- v. Proof of freight & insurance paid.
- vi. Inspection certificate of QA
- vii. Consignee receipt

11.2 The balance 10% payment shall be released within six months from the date of commissioning of the equipment in case there are no damage/shortages or Liquidation Damages (L/D) as indicated in clause 16 of section-III. In those cases where such shortages/damages or L/D are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

11.3 No payment will be made for goods rejected at the site on testing.

12. Prices

- 12.1 i. a.** Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in their Bid.
- b.** In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- ii. a.** Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
- b.** Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. Although the custom duty & VAT will be paid by the purchaser, however, any increase shall be adjusted from the supplier's payments.

13. Changes in Purchase Orders

13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- a.** drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- b.** the method of transportation or packing;
- c.** the place of delivery; or
- d.** the services to be provided by the supplier.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in their bid. Such notification, in their original bid or later shall not relieve the Supplier from any liability or obligation under the Contract.

15. Delays in the Supplier's Performance

- 15.1** Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in their purchase order. In case the supply is not completed within the stipulated delivery period, as indicated in the Purchase Order, Purchaser reserves the right either to short close /cancel the purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2** Delay by the Supplier in the performance of their delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 15.3** If at any time during the performance of the contract, the Supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier @ 10% of the total value of the Purchase Order.
- 15.4** If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. Liquidated Damages

- 16.1** The date of delivery of the stores stipulated in the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of their right to recover liquidated damage under Clause-16.2 below. However, when supply is made within twenty-one days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of Clause-16.2 will not apply.
- 16.2** Should the supplier fail to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the work order for each week of delay or part thereof for a period up to 10 (Ten) Weeks and thereafter at the rate of 0.7% of the value of the work order for each week of delay or part thereof for another 10 (ten) weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the purchase order. However, when supply is made within 21 days in the extended delivery period, the consignee may accept the stores and in such cases the L/D shall be levied up to the date of dispatch of the goods.

17. Force Majeure

- 17.1** If, at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within twenty-one days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against other in respect of such non-

performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or cease to exist and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding sixty days, either party may, at their option, terminate the contract.

Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18. Termination for Default

18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part

- c.** if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to Clause-15;
- d.** if the Supplier fails to perform any other obligation(s) under the Contract; and
- b.** if the Supplier, in either of the above circumstances, does not remedy their failure within a period of fifteen days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

18.2 In the event the Purchaser terminates the contract in whole or in part pursuant to Clause-18.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

19. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier, if the Supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20. Arbitration

20.1 In the event of any question, dispute or difference arising under the agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under the agreement), the same shall be referred to the sole arbitration of the CEO, UTL or any other person appointed by him as an arbitrator. In case their designation is changed or their office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to their own duties or otherwise) with the functions of the CEO, UTL or by whatever designation such an officer may be called (hereinafter referred to as the said officer) or to the sole arbitration of some other person appointed by CEO. The agreement to appoint an arbitrator will be in accordance with the Arbitration Act 1999 of Nepal. There will be no objection to any such appointment on the ground that the arbitrator is a UTL employee or that he/she has to deal with the matter to which the agreement relates or that in the course

of their duties as a UTL employee he/she has expressed his/her views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reason whatsoever, the CEO, UTL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by their predecessor.

20.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration Act 1999 of the Nepal, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

20.3 The venue of the arbitration proceeding shall be the office of the CEO, UTL, Kathmandu or such other place as the arbitrator may decide.

21. Set Off

Any sum of money due and payable to the Supplier (including security deposit refundable to them) under this contract may be appropriated by the Purchaser or any other person(s) contracting through the UTL and set off the same against any claim of the Purchaser or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or such other person(s) contracting through the UTL.

22. The bidder should furnish the name of their collaborator (if applicable), brand name, model number and type of the products offered in the tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

Section-IV Special Conditions of Contract

1. The special conditions of contract shall supplement the ‘**Instructions to the Bidders**’ as contained in Section-II & ‘**General (Commercial) Conditions of the Contract**’ as contained in Section-III and wherever there is a conflict, the provisions herein shall prevail over those in Section-II and Section-III.
2.
 - i. The bank guarantee for bid security as prescribed in Clauses-12.1 & 12.2 of Section-II and any type approval certificate and Proof of Execution of E.O./C.O as required under Clause-2 of Section-II shall be submitted along with the bids in a separate cover.
 - ii. In case where the document of bid security are not submitted in the manner prescribed under Clause 2 (i) above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
3.
 - i. The supply will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing of UTL or the person/organization authorized by the purchaser as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass (if applicable) issued by Excise Authorities or any organization duly authorized for that purpose.
 - ii. The QA units of UTL, or the person/organisation authorized by the purchaser, while clearing the equipment/stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period. UTL have the right to waive off the quality assurance tests at Supplier’s premises.
4. Period of warranty shall be **thirty six months** from the date of taking over. If product is not having standard warranty of 36 months, the supplier/bidder shall provide extended warranty for remaining period to cover 36 months of total warranty. The scope of extended warranty will be the same as of the standard warranty. The cost of extended warranty if applicable must be incorporated along with main item.
5. **Replacement of faulty equipment after initial delivery or during warranty period:**
 - i. The supplier shall replace the faulty battery sets within 45 days from the date of intimation by UTL without any cost implication to UTL failing which UTL may procure the same at the cost of the supplier. The supplier shall bear all the charges for custom deposit, freight, insurance etc. in such cases.
 - ii. In case bidder has not quoted for the cost for some of the items, it will be presumed that cost of such item is covered and is part of some other sub-system and no extra amount is payable by Purchaser. In the evaluation of bids, cost of such item shall be taken as ‘nil’ while the same shall be made available to Purchaser as per requirement without any additional cost.
6. The delivery of material at UTL store at Kathmandu shall be completed within **forty five (45) days** from the date of Purchase Order.
7. The prospective bidder/OEM having valid Type Approval Certificate (TAC) /Technical Specification Evaluation Certificate (TSEC) for GR NO: GR/BAT-01/03.March 2004

with amendment no- 1 dated January 5, 2005 and with all new amendments to it as on date of opening tender, are eligible to participate in the tender. The bidder will have to enclose a **valid TAC/TSEC to establish their eligibility** (as required in Clause-10.2 ii of Section-II of the tender document).

8. The bidder/OEM should have successfully executed Educational/ Commercial order issued by telecom operators. One inspection certificate from wing of BSNL QA will be treated as sufficient experience for having supplied Batteries (for which bidder is quoting) to MTNL/BSNL/ANY TELECOM OPERATOR. The certificate shall be enclosed (as required in Clause-10.3 of Section-II of the tender document).
9. **Price Variation Clause:** Bidders must not confuse the price quoted with the base price of Lead.

- i. Bidders shall take all factors into account such as market price trend of the raw materials for which compensation in the form of PV is not allowed by the Purchaser.

Basic Price shall be the reference point for calculating the **increase or decrease** only due to change in raw material price/prices for which the PV is permitted. Under **no circumstances**, Bidders shall tamper with Base Price of Lead against Para 9.ii below.

Any statement made i.e. any mention of Base price in contrary to the Para 9.ii below shall be ignored and the Purchaser shall be at liberty to reject such offers.

- ii. **Basic Price of Basic Raw Material:** The prices quoted must be based on Lead prices for the month of October, 2014 which is Indian Rs 1,25,913/- per M/T. **Average LME price of Lead on the month in US\$ X (SBITT selling rate averaged over the month).**

iii. Price Variation Formula:

For every increase/decrease of Lead by IRs 1000.00 per MT, the price of 600 AH Batteries will increase/decrease by IRs. 593.64 without allowing any ED, ST, Custom Duty, VAT ,Freight or any other charges on it.

- iv. Original/Photostat copy of relevant circular from BSNL, H.Q., New Delhi (MMS Section) for the concerned basic raw material has to be produced for Price Variation as documentary evidence along with the bills preferred for payment.
- v. Basic price of basic raw material i.e. Lead (on which the price variation is applicable) as prevalent during the previous month to the month in which purchase Order is issued will apply for the Price Variation clause and applicable for the quantities for which IC certificate by QA is released in that month. The price variation is to be calculated on the basis of the monthly price and will be applicable to the date of issue of the Purchase Order.
- vi. Any increase in the price of Basic raw material i.e. Lead (on which the price variation is applicable) **beyond the Schedule Delivery Date will be to the Supplier's account** but the benefit of any downward revision will go to the Purchaser.
- vii. Price Variation on Basic Raw Material shall be limited to components included in the base price at para-9.ii. Freight element, excise duty, Custom duty, VAT and any other charges shall not be admissible for price variation.

viii. It is made clear that the Suppliers shall make their own arrangement for the raw material from the market and the Purchaser shall not provide any assistance or essentiality certificate in this regard. The above guidelines have been given only for the purpose of Price Variation.

ix. Price variation shall be applicable during add-on order, if required.

10. For Indian Suppliers the prices shall be quoted in Indian currency only.

11. The following information shall be furnished by the Bidders:

- i.** Capacity of the battery at C/10 rate.
- ii.** Manufacturers' name
- iii.** Method of connections between the cells.
- iv.** Type and Material of the container.
- v.** Material of the separator.
- vi.** Overall dimensions and weight of each complete cell.
- vii.** Space and floor loading in the desired configuration.
- viii.** Specific order if any in which cells are to be arranged.
- ix.** Procedure for monitoring health of the battery during maintenance and preventive measured required.
- x.** Measures required to be taken at the site of installation, showing the state of discharge and procedure for recoupment thereof.

Section-V
Schedule of Requirements

S.N.	Item	Quantity (Nos.)
1	Supply & delivery of SMF-VRLA Battery Sets of 600AH/48V as per technical specification (Section-VI).	32

Places of Delivery: The materials mentioned above shall be delivered in a single lot at Kathmandu, Nepal. The exact consignee address will be indicated in purchase order.

Section-VI
Technical Specifications

Sl. No.	Item	Technical specifications.
1.	SMF VRLA Battery sets 600AH of 48V	TEC GR No. GR/BAT-01/03 March 2004 along with amendment No. 1 dated January 5, 2005 and all other amendments issue up to the date of opening of tender.

Note: Detailed Para-wise Compliance as per GR Catalogue with latest amendments shall be furnished.

Section-VII

Part-I

Bid Form

Tender No. UTL/NPL/Battery Sets/2014-15/1

Date:

To

Officer on Special Duty
UNITED TELECOM LIMITED,
Triveni Complex, Putali Sadak
Kathmandu, Nepal

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and delivery of SMF VRLA batteries of 600AH in conformity with the said conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within days and to complete delivery of all the items specified in the contract withindays calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Schedule A Commercial Bank for a sum @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 201_

Name & Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of

witness

Address

Signature

SEAL

**Section-VII
Part-II**

(1) Price Schedule for Indigenous Equipment in Nepalese Rupees

Sl. No.	Item Description	Quantity	Ex-factory Unit Price (including packing)	VAT		Freight, Forwarding & Insurance up to Kathmandu		Any other levies/charges	Unit Price inclusive of all levies & charges (4+6+8+9)	Total Price inclusive of all levies & charges (3 x 10)	Discount offered if any	Total Discounted Price (11-12)	Import Content as % of basic unit price (Indicated in Col. 4)	%age of Custom duty	Customs Tariff Head
				%	Amount	%	Amount								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Supply of SMF-VRLA Battery Sets of 600AH/48V as per Technical Specification (Section-VI).	32 nos.													

Total price: In figures (NPR)_____

In words_____

Signature and Seal of the bidder:

Note: 1. The Prevailing rate of VAT in Nepal is @13%. 2. TDS shall be deducted as per Nepal's Tax laws.

**Section-VII
Part-II**

(2) Price Schedule for Imported Equipment in INR

Sl. No.	Item Description	Quantity	Ex-Factory Unit price	Excise Duty if any	Price Per Unit CIF (Inclusive of Packing & Overseas freight and insurance)	Inland Freight & Insurance up to Kathmandu.		Custom Duty		VAT		Other levies and charges if any	Price Per Unit FOR site basis inclusive of all taxes and levies (5+7+9+11+12)	Discount if any	Total Discounted Price[(13-14)x3]	Custom Tariff Head (CTH)
						%	Amount	%	Amount	%	Amount					
1	2	3	4 a	4 b	5	6	7	8	9	10	11	12	13	14	15	16
1	Supply of SMF-VRLA Battery Sets of 600AH/48V as per Technical Specification (Section-VI).	32 nos.														

Total price: In figures (INR) _____

In words _____

Signature and Seal of the bidder:

Note: 1. The Prevailing rate of VAT in Nepal is @13%.

2. TDS shall be deducted as per Nepal's Tax laws.

Section-VIII
Bid Security Form

Whereas (hereinafter called ‘the Bidder’) has submitted their bid dated.....for the supply of vide Tender No..... dated..... KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called ‘the Bank’) are bound unto UNITED TELECOM LIMITED (hereinafter called ‘the Purchaser’) in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

The Conditions of the obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity
 - a. **fails or refuses to execute the Contract, if required; or**
 - a. **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by them is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in Clauses 12 and 28.2 of Section-II of the Bid Document up to and including thirty (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

Name & Signature of witness

Address of witness

Section-IX
Performance Security Guarantee Bond

In consideration of the CEO, UTL (hereinafter called 'UTL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms & conditions of an agreement/Advance Purchase Order No. _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms & conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as 'the bank') at the request of _____ (contractor(s)) do hereby undertake to pay to the UTL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by UTL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the UTL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of UTL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We undertake to pay to the UTL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the UTL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UTL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of Three Years (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank) _____ further agree with the UTL that the UTL shall have the fullest liberty without our consent and without affecting in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the UTL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the UTL or any indulgence by the UTL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the UTL in writing.

Dated the _____ day of _____

for _____

(indicate the name of bank)

.....

Section-X
Letter of Authorisation for Attending Bid Opening
(Before date of bid opening)

To

UNITED TELECOM LIMITED,

Triveni Complex, Putali Sadak

Kathmandu, Nepal.

Subject: Authorization for attending bid opening on _____(date) in
the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned
above on behalf of _____ (Bidder) in order of
preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate

Representative

Signatures of bidder

Or

Officer authorized to sign the Bid Documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. **Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.**
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**Section-XI
Check List**

(All the pages in each cover shall be serially numbered except Bid Security/Demand Draft)

Sl. No.	Title	Yes/No	Page No.
<u>Eligibility Bid (Establishing Bidder's Eligibility and Qualification)</u>			
1	Proof of payment of Bid Document Fee (NRs.2,260/-)		
2	Proof of payment of Bid Security Fee (NRs.3,75,000/-) as per format in Section VIII		
3	Proof of Experience (Quantity of tendered item supplied)		
4	Copy of Annual turnover/ PL account		
5	Certificate of Incorporation with latest amendment if any		
6	PAN/VAT Certificate.		
7	Articles or Memorandum of Association or partnership deed or proprietorship deed as the case may be.		
8	Tax Clearance certificate for last financial year		
9	Feedback regarding after sales service from their customers		
<u>Techno-Commercial Bid</u>			
1	A clause-by-clause compliance		
2	The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.		
3	Nodal centre existing/proposed to be set up to meet contractual requirements.		
4	A detailed description of goods with essential technical and performance characteristics.		
5	Bid Form as per Section-VII, Part-I		
6	Any other document as required in the tender		
<u>Price Bid</u>			
1	Price Schedule (as per format at Section-VII, Part-II)		

Note: Please refer to “Sealing & Marking of Bids” (Clause no. 15 of Section-II) for details.
