

Bidding Document

for

**Supply and Delivery of "Computers, Printers,
Scanners, Fax, Photocopy Machines,
UPS, Ethernet Switch, Webcams
And Voltage Stabilizers"**

for

Public ICT Centers

(National Competitive Bidding)

IFB no: TSRP-16G-07/08

Nepal Telecommunications Authority (NTA)

Bluestar Office Complex, Tripureshwor, Kathmandu

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Section II. Instructions to Bidders

A. Introduction

1. **Source of Bid**
 - 1.1 Nepal Telecommunication Authority (NTA) (hereinafter referred to as the Purchaser) wishes to receive Bids for Supply and delivery of the goods, materials and equipment's described in Section VI and VII hereof (hereinafter referred to as the Goods).
 - 1.2 All Bids are to be completed and returned to the Purchaser in accordance with these instructions to Bidders.
- Source of Funds**
 - 1.3 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (hereinafter called "loan") from the International Bank for Reconstruction and Development or from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called "the Bank") in various currencies equivalent to the U.S. dollar amount indicated in the **Bid Data Sheet** towards the cost of the Project specified in the **Bid Data Sheet**. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.
 - 1.4 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit Agreement or have any claim to the credit proceeds.
2. **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995, revised January and August 1996, September 1997, and January 1999, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter. Any materials, equipment's, and services to be used in the performance of the contract shall have their origin in eligible source countries.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Nepal and/or the Bank in accordance with ITB Clause 36.1.
- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Bank Guarantee Form for Advance Payment
 - (l) Manufacturer’s Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. **Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet**. *The Purchaser will respond to any request for clarification of the bidding documents that it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1.* Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Bidding documents. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the Bid Data Sheet. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Minutes of the pre-bid meeting, including the text of the questions, raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 7 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder
7. **Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. **Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in English or Nepali language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet [English]**, in which case, for purposes of interpretation of the Bid, the translation shall govern.

- 9. Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.

- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering goods from within the country of the Purchaser.
- (c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local Agent.

10.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For goods offered from within the Purchaser's country:
 - (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 and sales and other taxes already paid or payable:
 - (A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;
 - or**
 - (B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.
 - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.
 - (iv) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.
- (b) For goods offered from abroad:
 - (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.
 - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.
 - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.
 - (v) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the

International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 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 **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

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

- i) Name and address of the Agent / Representative,
- ii) The Agent / Representative providing type of services,
- iii) Amount of commission if the Agent/Representative is entitled to get such payment and if he/she participate in the procedure of payment,
- iv) Other agreement with Agent / Representative, if any.
- v) Bidder should certify in the Letter of Authorization as follows :

“We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief”

11.7 If the bidder intends to offer any discount, it should always be expressed in fixed percentage and that will not vary as the quantities varies and be applicable to each unit rate.

12. Bid Currencies

12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet**.
- (b) For goods and services that the Bidder will supply from outside

the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

- 13. Documents Establishing Bidder's Eligibility and Qualification**
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that 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; and
 - (d) that the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.
- 14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) 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 for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
 - (b) a cashier's or certified check.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3, will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the

expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
- (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

- (i) to sign the contract in accordance with ITB Clause 34; or
- (ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, where entries or amendments have been made shall be initialed by the person or persons signing the bid.

17.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Purchaser, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a), no later than the time and date specified in the **Bid Data Sheet**.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21.

21.1 The Bidder may modify or withdraw its bid after the bid's submission,

Modification and Withdrawal of Bids

provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser twenty four (24) hours prior to the deadline prescribed for submission of bids.

- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

- 22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 21 shall not be opened.
- 22.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.4 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.5 The Purchaser will prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 22.3.

23. Clarification of Bids

- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the prices or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the

bids.

**24
Examination
of Bids
and
Determination of
responsiveness**

- 24.1 24.1 Purchaser will determine whether each bid:
- (a) meets the eligibility criteria defined in ITB Clause 3;
 - (b) has been properly signed;
 - (c) is accompanied by the required securities;
 - (d) is substantially responsive to the requirements of the Bidding documents.
- 24.2 Arithmetical errors will be rectified on the following basis. 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. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A material deviation or reservation is one:

- (a) which affects in any substantial way the Scope, Quality, or Performance of the Contract;
 - (b) which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- 25. Conversion to Single Currency**
- 25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:
- (a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;
- or**
- (b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.
- 25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.
- 26. Evaluation and Comparison of Bids**
- 26.1 The Purchaser will evaluate and compare only the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.
- 26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:
- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
 - (b) delivery schedule offered in the bid;

- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this

acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

(d) *Cost of spare parts.*

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on

past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

- (g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

- (h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

27. Domestic Preference

27.1 If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a).

27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules,

pursuant to ITB Clauses 10 and 11.

27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

(a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

or

(b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

**28. Contacting
the
Purchaser**

28.1 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 bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

28.3 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the Award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced.

F. Award of Contract

**29. Post-
qualification**

29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 30. Award Criteria**
- 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 31. Purchaser's Right to Vary Quantities at Time of Award**
- 31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 32.1 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 affected Bidder or bidders, or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- 33. Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract. The Contract will incorporate all Agreements between the Purchaser and the successful Bidder.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 34. Signing of**
- 34.1 At the same time as the Purchaser notifies the successful Bidder that

Contract

its bid has been accepted, the Purchaser will call the successful Bidder in order to sign the Contract through Notification of Award.

34.2 Within thirty (30) days of receipt of the Notification of Award, the successful Bidder shall sign and date the contract and return it to the Purchaser.

35. Performance Security

35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall deliver to the Purchaser a Performance security in the amount of the provision of Notification of Award and in the form (Bank Guarantee) as specified in the bidding documents, denominated in the type and proportion of amount as specified in the Notification of Award, and in accordance with the provisions of Contract.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

36. Corrupt or Fraudulent Practices

36.1 Government of Nepal requires that Bidders/Suppliers/Contractors under the contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as included:

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

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

Section III. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Borrower: The Government of Nepal (GoN)
ITB 1.1	Credit number: 3581-NEP Credit amount: SDR 17,500,000
ITB 1.1	Name of Project: Telecommunications Sector Reform Project (TSRP).
ITB 1.1	Name of Contract. Supply and Delivery of Computers, Printers, Scanners, Fax, Photocopy Machines, UPS, Ethernet Switches, Webcams and Voltage Stabilizers (Contract No.TSRP-16G-07/08).
ITB 4.1	Name of Purchaser: Nepal Telecommunications Authority (NTA)
ITB 6.1	Purchaser's address, telephone, telex, and facsimile numbers: Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal. Phone: 977-1-4101030/31/32; Fax: 977-1-4101034
ITB 8.1	Language of the bid: "English"

Bid Price and Currency	
ITB 11.2 (a)	The price quoted shall be Ex Works EXW
(iii), (iv)	Inland transportation, insurance and other local costs incidental, must be quoted in addition to EXW.
ITB 11.2 (b)(i)	The price quoted shall be <i>CIP Project Sites</i> . The project sites are the Locations where ICT Centers will be established. Detail list of locations with their address and the type and number of equipment to be delivered and installed is given in Annex-I.
(ii), (iii)	Deleted.
(iv), (v)	Prices Inland transportation, insurance and other local costs incidental, must be quoted in addition to CIP.
ITB 11.5	The price shall be fixed.
ITB 12.1 (a)	Clause 12.1(a) is not applicable and Clause 12.1 (b) applies to all goods and services and the words "from outside the Purchaser's country" shall not apply.

Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements: The bidder shall have minimum of three (3) years of experience in

	<p>supplying ICT equipments.</p> <p>Goods shall be supplied from the manufacturer, who has minimum of five (5) years of experience in manufacturing similar types of goods for which the Invitation for Bids is issued. The bidder shall offer field proven equipment and submit authorizations from the manufacturers of such equipment; if the bidder submits bids without such authorizations, the bid will be rejected as non-responsive.</p> <p>An agent can submit bids on behalf of more than one manufacturer but separate complete bids including bid security shall be submitted for each manufacturer.</p> <p>If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.</p>
ITB 14.3 (b)	Spare parts required for: 5 years of operation
ITB 15.1	Amount of bid security: US\$2,600 or Nepalese Rupees (NRs.) 1,77,000.00
ITB 15.3	<p>The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall:</p> <p>(a) be in the form of cash or a bank guarantee from a banking institution;</p> <p>(b) be issued by a reputable institution selected by the bidder and located in any eligible country;</p> <p>(c) be payable promptly upon written demand by the employer in case any of the conditions listed in ITB Clause 15.7 are invoked;</p> <p>(d) be submitted in its original form; copies will not be accepted;</p> <p>(e) remain valid for a period of 30 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.</p> <p>(f) be substantially in accordance with one of the forms of bid security included in Section VIII or other form approved by the Employer prior to bid submission.</p> <p>(g) deposit voucher of cash deposited in the Deposit Account No. TSRP 174210-059 of this project in Nepal Rastra Bank, Thapathali, Kathmandu.</p>
ITB 16.1	Bid validity period: 90 days
ITB 17.1	Number of copies: Two
ITB 18.2 (a)	<p>Address for bid submission:</p> <p style="text-align: center;">Nepal Telecommunications Authority (NTA), Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal</p>
ITB 18.2 (b)	IFB title and number: TSRP-16G-07/08
ITB 19.1	Deadline for bid submission: 15:00 hours, May 24, 2009.
ITB 22.1	<p>Time, date, and place for bid opening:</p> <p>15:00 hour, May 24, 2009; Nepal Telecommunications Authority (NTA), Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal.</p>

Bid Evaluation	
ITB 25.2	Currency chosen for the purpose of converting to a common currency. Nepalese Rupees (NRs.) Source of exchange rate: Nepal Rastra Bank Date of exchange rate: Bid opening date (if due to whatever reason, no such rate is published on the day of bid opening, the rate published on the day prior shall apply).
ITB 26.4	The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, the following factors: (a) Cost of inland transportation, insurance and other costs within the Purchaser's country incidental to delivery of the goods to their final destination. <i>ITB Clause 26.4(b), (c), (d), (e) (f) & (g) are deleted.</i>
ITB 26.5 (a)	For the Goods offered from within the Purchaser's country, the cost of inland transportation from port of entry point to the Project Sites in the Districts, Nepal , insurance and other local costs incidentals as quoted will be added by the Purchaser to EXW price. For the Goods offered from aboard, the cost of inland transportation, insurance and other local costs incidentals are included to CIP price and it shall be used for evaluation purpose.
ITB 26.5 (b)	Not Applicable
ITB 26.5 (c) (ii)	Not Applicable
ITB 26.5 (d)	Not Applicable.
ITB 26.5 (e)	Not Applicable
ITB 26.5 (f)	Not Applicable
ITB 26.5 (g)	Not Applicable
ITB 27	Domestic preference not applicable.

Contract Award	
ITB 31.1	Percentage for quantity increase or decrease: 15%
ITB 35.1	Bidder shall deliver a Performance Security in the amount as specified in the Notification of Award and in the form of Bank Guarantee provided in Section VIII of these bid documents within 30 days of the receipt of Notification of Award.

Section IV. General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) “The Services” means those 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, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Purchaser” means the organization purchasing the Goods, as **named in SCC**.
 - (h) “The Purchaser’s country” is the country **named in SCC**.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.
 - (j) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (k) “The Project Site,” where applicable, means the place or places **named in SCC**.
 - (l) “Day” means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the **SCC**.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Bank 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 Bank, if so required by the Bank.

- 6. Patent Rights** 6.1 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 the Purchaser's country.
- 7. Performance Security** 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 7.2 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 its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.
- 8. Inspections and Tests** 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make

alterations necessary to meet specification requirements free of cost to the Purchaser.

- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.6 A Certificate of Acceptance shall be issued by the purchaser or its designated representative after necessary inspection and tests of the Goods supplied as **specified in SCC**.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 10.3 Documents to be submitted by the Supplier are **specified in SCC**.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to

manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**. Such insurance shall be arranged and paid for by the Supplier

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any,

specified in SCC:

- (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 the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or 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; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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.

14. Spare Parts

- 14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required

by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.
- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services

performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

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

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

19. Contract Amendments 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

- 22. Delays in the Supplier's Performance**
- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of 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 Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages**
- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default**
- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

27. Termination for Convenience

27.1 The Purchaser, by written 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.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 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.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

28.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the

Supplier.

- 29. Limitation of Liability**
- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 30. Governing Language**
- 30.1 The Contract shall be written in the language **specified in SCC**. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 31. Applicable Law**
- 31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC**.
- 32. Notices**
- 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33. Taxes and Duties**
- 33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: **Nepal Telecommunications Authority (NTA).**

GCC 1.1 (h)—The Purchaser’s country is: **Nepal**

GCC 1.1 (i)—The Supplier is:

The principal companies of the Supplier are:-

GCC 1.1 (k)—The Project Site is: **As specified in Annex-I.**

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section IX of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement.”

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be *Ten (10) percent of the Contract Price*

GCC 7.4—After **delivery and acceptance of the Goods**, the *performance security shall be reduced to 2 percent of the Contract Price* to cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2. This remaining performance security amount will be *returned to the Supplier no later than thirty (30) days after the expiration of the warranty period of one (1) year.*

4. Inspections and Tests: *As per GCC Clause 8.1, inspection and final acceptance tests of goods will be undertaken at the final destination by the purchaser or person(s) or organization(s) designated by the Purchaser.*

5. Delivery and Documents (GCC Clause 10)

For Goods supplied from abroad:

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and **4** copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and **4** copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser's country:

Sample Provision (EXW term)

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The Purchaser before arrival of the Goods shall receive the above documents and, if not received, the Supplier will be responsible for any consequent expenses.

6. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “warehouse” to “installation site” on “All Risks” basis, including War Risks and Strikes.

7. Incidental Services: Required as per GCC Clause 13 (a), (b), (c) & (d)

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, **the warranty period shall be One (1) Year for all the goods supplied from date of acceptance of the Goods to the project sites.** The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be **0.5 percent** per day.

GCC 15.4 & 15.5— The period for correction of defects in the warranty period is: **10 days after notification by the purchaser. The bidders shall, at least for the warranty period, have its branch office at regional level or have an agreement or designate agents(s) for maintenance and repair functions of these ICT centers.**

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

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

(i) **Advance Payment:** *Ten (10) percent of the Contract Price* shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

- (ii) **On Shipment:** *Eighty (80) percent of the Contract Price* of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** *Ten (10) percent of the Contract Price* of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

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

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

Payment for Goods and Services supplied from within the Purchaser's country shall be made in *Nepalese Rupees* as follows:

- (i) **Advance Payment:** *Ten (10) percent of the Contract Price* shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a *bank guarantee for the equivalent amount* valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** *Eighty (80) percent of the Contract Price* shall be paid on receipt of the Goods at *project sites and upon submission of the documents* specified in GCC Clause 10.
- (iii) **On Acceptance:** *The remaining ten (10) percent of the Contract Price* shall be paid to the Supplier within thirty (30) days after the date of the *acceptance certificate* for the respective delivery issued by the Purchaser or its designated organization(s) or person(s).

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: *0.5% per week*.

Maximum deduction: *10% of the contract value of the delayed portion of the goods*.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

(a) Contracts with foreign Supplier:

GCC 28.2.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

(b) Contracts with Supplier national of the Purchaser's country:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

15. Governing Language (GCC Clause 30)

GCC 30.1—The Governing Language shall be: *English*

16. Applicable Law (GCC Clause 31)

GCC 31.1—The Applicable Law shall be: *Laws of Nepal.*

17. Notices (GCC Clause 32)

GCC 32.1—Purchaser's address for notice purposes:

**Nepal Telecommunications Authority
Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal
Tel: 977-1-4101030/31/32 Fax: 977-1-4101034**

—Supplier's address for notice purposes:

.....
.....
.....

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

No.	Description	Quantity	Delivery Schedule	Place of Delivery
1.	Computers	205	45 days from the date of signing of the contract.	Locations as specified in Annex – I.
1.1	Desktop Multimedia Computer–	125		
1.2	Server Computer –	16		
1.3	Client Computer –	64		
2	Printers	40		
2.1	Laser Monochrome Printer–	29		
2.2	Ink Jet Printer –	11		
3	Scanners	29		
4	Fax Machines	16		
5	Photocopy Machines	29		
6	Ethernet Switch	52		
7	WebCam	35		
8	Voltage Stabilizer	29		
9	UPS	111		
9.1	UPS Type 1–	65		
9.2	UPS Type 2–	16		
9.3	UPS Type 3–	19		
10.	Extension Cord with Surge Protection 6 Way	48		

Note:

- (i) **The Supplier shall install and network computers by providing necessary accessories, cablings etc. so that the computers can share and use shared resources (such as printer, Internet etc.); where Ethernet switches/hubs are supplied.**
- (ii) **The Supplier shall provide one extra Toner for the printer and One Rim, A4 size Paper to each ICT center.**
- (iii) **The supplier shall provide necessary operating system software/driver CDs/DVDs for the above supplied equipment.**

Section VII. Technical Specifications

Technical Specifications

Technical Specifications of Computers, Printers, Scanners, Fax, Photocopy Machines, UPS, Ethernet Switch, Web Cameras and Voltage Stabilizers

Minimum Required Specification	Offered Specifications
<p>1. Computer</p> <p>1.1 Desktop Multimedia Computer</p> <ul style="list-style-type: none"> • Processor: <i>Intel Dual Core 2.8 GHz</i> or equivalent • <i>Intel D945GCNL motherboard</i> or equivalent • <i>512 MB DDR2 667 MHz Memory Expandable up to 2 GB</i> • <i>80 GB SATA Hard Drive (7200 RPM)</i> • <i>DVDRW Optical Drive</i> • <i>1.44 MB Floppy Drive</i> • <i>Intel Graphics Media Accelerator</i> • <i>ATX Tower Case with SMPS</i> • <i>17" LCD Color Monitor (Resolution: 1280 X 1024)</i> • <i>Audio PCI Sound Integrated on board with Speakers & Microphones</i> • <i>Multimedia Key Board</i> • <i>Optical Scroll mouse with Pad</i> • <i>Internal 56K Modem</i> • <i>10/100/1000 Fast Ethernet Card</i> • <i>4 USB ports, 1-RJ45, 1-serial, 1-parallel, 1-VGA out, 2-PS/2, 1-Stereo Line out, 1-Microphone-in</i> • <i>3 PCI Expansion Slots</i> • <i>Speakers – 1 set and Headphone – 1 set</i> • <i>Operating System: Standard Operating System</i> 	

1.2 Server Computer

- Processor: *Intel 3.06GHz Dual Core or equivalent*
- Intel (or equivalent) motherboard: *D945 Model (to be Compatible with Linux System)*
- RAM: *2 GB*
- Hard Drive: *160 GB SATA*
- Optical Drive: *DVDRW*
- *1.44 MB Floppy Drive*
- *ATX Tower Case with SMPS*
- *17" LCD Color Monitor (Resolution: 1280x1024)*
- *Audio PCI Sound Integrated on board with Speakers & Microphones*
- *Multimedia Key Board (PS2)*
- *Optical Scroll mouse with Pad*
- *External Modem*
- *10/100/1000 Fast Ethernet NIC*
- *4 USB 2.0, 1 (RJ45), 1 serial, 1 parallel, 1 VGA out, 2 PS/2, 1 Stereo Line Microphone-in 1*
- *3 PCI Expansion Slots*
- *Speakers – 1 set and Headphone – 1 set*
- *3 PCI Expansion Slots*
- Operating System: *Linux Server*

1.3 Client Computer

- Processor: *Celeron 3.0 GHz (or equivalent)*
- Motherboard: *MSI Chipset (to be Compatible with Linux System)*
- RAM: *256 MB*
- HDD-*100GB*
- Optical Drive-*DVDRW*
- *Multimedia Key Board (PS2)*
- *Optical Scroll mouse with Pad*
- *ATX Tower Case with SMPS*
- *17" LCD Color Monitor (Resolution: 1280x1024)*
- *Headphones – 1 set*
- Operating System: *Linux*

2. Printer

2.1 Laser Monochrome Printer (Branded)

- Black Print Speed: *Minimum 20 ppm*
- Black Horizontal Resolution: *1200 dpi*
- Black Vertical Resolution: *600 dpi*
- Media Size: *Legal (8.5 in x 14 in), A4 (8.25 in x 11.7 in)*
- OS Compatibility: *Linux, Microsoft Windows 98/ME/2000/XP*
- Interface: *USB*

<p>2.2 Ink Jet Printer (Branded)</p> <ul style="list-style-type: none"> • Type: <i>4 color Ink Jet printer</i> • Printing Method: <i>On-demand Inkjet (piezoelectric)</i> • Black Text (memo) A4 (Draft) Print Speed: <i>Minimum 25 ppm</i> • Color Text (memo) A4 (Draft): <i>13 ppm</i> • Resolution: <i>5760 x 1440 optimized dpi</i> • Media Size: <i>Legal (8.5 in x 14 in), A4 (8.25 in x 11.7 in) and others</i> • Interface: <i>USB 2.0</i> 	
<p>3. Scanner (Branded) – 26 Nos.</p> <ul style="list-style-type: none"> • Scanner type: <i>Flatbed, color and monochrome</i> • Optical Resolution: <i>1200 x 2400 dpi</i> • Color depth: <i>48-bit</i> • Interface: <i>USB</i> • OS Compatibility: <i>Linux, Microsoft Windows 98/ME/2000/XP</i> 	
<p>4. Fax Machine (Branded)</p> <ul style="list-style-type: none"> • Technology: <i>Laser</i> • Media Size: <i>Plain Paper A4, Letter</i> • Resolution: <i>600x600 dpi</i> • Memory: <i>350 pages</i> • Transmission speed: <i>Minimum 33.6 kbps</i> • With Handset 	
<p>5. Photocopy Machine (Branded)</p> <ul style="list-style-type: none"> • Digital coping up to A3 size • Resolution: <i>600x600 dpi</i> • Printing Speed: <i>12 PPM</i> • 50- 200% Zoom with steps of 1% 	
<p>6. Ethernet Switch</p> <ul style="list-style-type: none"> • <i>8-Port 10/100 Desktop Switch with 4 PoE Ports</i> • <i>MAC Address Table: 1K</i> • <i>Switch Fabric: 1.6Gbps</i> • <i>Transmission Method: Store-and-forward</i> • <i>Packet Buffer Memory: 96KB</i> • <i>RJ-45: 10BASE-T, 100BASE-TX</i> • <i>IEEE: 802.3 Ethernet, 802.3u, 802.3x Flow Control, 802.3af (Power over Data Pairs)</i> • <i>10/100/1000 Mbps Fast Ethernet switching</i> 	
<p>7. WebCam</p> <ul style="list-style-type: none"> • <i>With USB Connection to Desktop or Notebook PC</i> • <i>Built-in Microphone and snapshot switch</i> • <i>Resolution: 640 x 480</i> • <i>Lens: F/2.8 aperture</i> • <i>Display Color: 24 bit</i> 	

<ul style="list-style-type: none"> • <i>Min. Luminance: 25 Lux</i> • <i>Focus distance 10cm to infinity</i> • <i>Frame rate: 30 fps for full-motion video</i> • <i>Automatic exposure, white balance and color control</i> 	
<p>8. Voltage Stabilizer – 26 Nos.</p> <ul style="list-style-type: none"> • <i>220V, 50 Hz AC operation</i> • <i>Standard Rating</i> 	
<p>9. UPS</p> <p>9.1 UPS Type 1</p> <ul style="list-style-type: none"> • <i>750 VA</i> • <i>Off-line Operation</i> <p>9.2 UPS Type 2</p> <ul style="list-style-type: none"> • <i>1.2 KVA</i> • <i>Off-line Operation</i> <p>9.3 UPS Type 3</p> <ul style="list-style-type: none"> • <i>12V, 100 AH x 2 Gel Battery</i> • <i>1.4 KVA, 24 V Pure Sine Wave External Battery</i> <p><i>UPS</i></p> <ul style="list-style-type: none"> • <i>Off-line Operation</i> 	
<p>10. Extension Cord with Surge Protection 6 Way</p> <ul style="list-style-type: none"> • <i>220V, 50 Hz AC operation, Standard rating</i> 	

Section VIII. Sample Forms

1. Bid Form and Price Schedules

Date: _____
Credit N^o: 3581-NEP
IFB N^o: TSRP-16G-07/08

To: [name and address of Purchaser]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Supply and delivery of *Computers, Printers, Scanners, Fax, Photocopy Machines, UPS, Ethernet Switch, Web Cameras and Voltage Stabilizers.*

in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 19_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule for Domestic Goods Offered from within the Purchaser's Country

(Group A and Group B bids)

Name of Bidder _____ . IFB Number _____. Page ____ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Note: (a) In case of discrepancy between unit price and total, the unit price shall prevail.

(b) Within the warrantee period, the Supplier is required to rectify any defects or malfunctioning of the equipment at their own expenses.

Signature of the Bidder:

Name:.....

Designation:

Company Seal:

Price Schedule for Goods Offered from Abroad (Group C)

Name of Bidder _____ IFB Number ____ Page _ of ____.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ² FOB or FCA port or place of loading (specify port or place) ¹	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ² of inland delivery to final destination and unit price of other incidental services ³

1. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
2. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Note: (a) *In case of discrepancy between unit price and total, the unit price shall prevail.*
 (b) *Within the warranty period, the Supplier is required to rectify any defects or malfunctioning of the equipment at their own expenses within the specified period.*

Signature of the Bidder:

Name:.....

Designation:

Company Seal:

2.1 Form of Bid Security (Bank Guarantee)

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
 - (c) does not accept the provision of bidding document.

we undertake to pay to the Purchaser up to the above amount upon receipt of its 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 it 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 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 above date.

[signature of the bank]

2.2 Form of Bid Security (Bid Bond)- *deleted*

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 2009_____ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[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 *[contract price in words and figures]* (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 be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and 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 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 their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2009_____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee:

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

This guarantee is valid until the _____ day of _____ 2009_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee Form for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, 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 *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

7. NOTIFICATION OF AWARD

[This letter should be in the form of letterhead paper of the Purchaser]

.....[Date]

To: [name of the Supplier]

..... [address of the Supplier]

Subject : Notification of Award

This is to notify you that your Bid dated.....for execution of the contract of[name and identification number of the Bid, as given in the Bidding Data Sheet] for the Bid Price of NRs.....[amount in figures]..... [amount in words], as corrected in accordance with the Instructions to Bidders is hereby accepted.

This Notification of Award will constitute the formation of Contract. However, until and unless you furnish the Performance Security of NRs.....[amount of Performance Security in figures, i.e., 10% of the Successful Bidders Bid Price] and send it to us within thirty (30) days of the receipt of this Notification of Award the Contract shall not be deemed as active. You are hereby instructed to precede the fulfillment of Performance Security and Signing of Contract within thirty (30) days of receipt of this letter. Failure to comply with the fulfillment of Performance Security and Signing of Contract within the time will constitute the failure of formation of contract and forfeiture of Bid Security.

You are hereby instructed to proceed for the necessary action for the execution of the said Procurement in accordance with the Bidding and Contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency :

Address for correspondence :.....

Annex- I

A. Project Site Locations and the Type and Number of Equipment to be delivered and Installed:

S.N.	Project Site Name and Address	Type and Number of Equipments
1.	Kali Devi Lower Secondary School, Naubise-7, Dhading	<p>The following set of equipment shall be provided to each of these SIXTEEN (16) project sites/schools to establish public ICT centers:</p> <p>(1) Server Computer – 1 nos., (2) Client Computer – 4 nos., (3) Monochrome Laser Printer – 1 nos., (4) Scanner – 1 nos., (5) Fax Machine – 1 nos., (6) Photocopy Machine– 1 nos., (7) UPS Type 2 (1.2 KVA) – 1 nos., (8) Voltage Stabilizer– 1 nos., (9) Ethernet Switch– 1 nos., (10) Extension Cord with Surge protector – 1 no.</p> <p><u>Total Equipment delivered to and installed at these SIXTEEN sites alone:</u></p> <p>(1) Server Computer – 16 nos., (2) Client Computer – 64 nos., (3) Monochrome Laser Printer – 16 nos., (4) Scanner – 16 nos., (5) Fax Machine – 16 nos., (6) Photocopy Machine – 16 nos., (7) UPS Type 2 (1.2 KVA) – 16 nos., (8) Voltage Stabilizer – 16 nos., (9) Ethernet Switch – 16 nos., (10) Extension Cord with surge protection – 16 nos.</p>
2.	Bhanu Lower Secondary School, Kal Bhairav-2 Dailekh	
3.	Nava Jagriti Primary School, Handi Khola- 5, Makawanpur	
4.	Bal Jagriti Primary School, Pulachaur-9, Myagdi	
5.	Panchakoshi Jwala Secondary School, Gamaudi-4, Dailekh	
6.	Pashupati Lower Secondary School, Handikhola-7, Makawanpur	
7.	Jana Jagriti Primary School, Gogan Pani- 5, Dhading	
8.	Jana Kalyan Secondary School, Pulachaur- 4, Myagdi	
9.	Basanta Secondary School, Kimugaon, Narayan Municipality 1, Dailekh	
10.	Bhoj Siddha Secondary School, Handikhola-8, Makawanpur	
11.	Beni Community School, Arthunge-1, Myagdi	
12.	Janta Lower Secondary School, Narayan Municipality-2, Dailekh	
13.	Bhuvaneshwori Secondary School, Jeevanpur-9, Dhading	
14.	Mukti Dham Secondary School, Bhagawoti-6, Myagdi	
15.	Nyacho Pauwa Primary School, Changunarayan VDC, Ward no .3, Bhaktapur	
16.	Naya Gaon Secondary School, Naya Gaon, Butwal – 14	

Annex- I (contd.)

B. Project Site Locations and the Type and Number of Equipments to be delivered and Installed:

S.N.	Project Site Name and Address	Type and Number of Equipments
1.	Organization for Community Child and Environment Development (OCCED), Mahendranagar-18, Kanchanpur	<p>The following set of equipment shall be provided to each of these THIRTEEN (13) project sites/schools to establish public ICT centers:</p> <p>(1) Multimedia Desktop Computer – 5 nos., (2) Monochrome Laser Printer – 1 nos., (3) Scanner – 1 nos., (4) Photocopy Machine– 1 nos., (5) UPS Type-1 (750 VA) – 5 nos., (6) Voltage Stabilizer – 1 nos., (7) Webcam – 1 nos., (8) Ethernet Switch– 1 nos., (9) Extension Cord with surge protection – 1 nos.</p> <p><u>Total Equipment delivered to and installed at these THIRTEEN sites alone:</u></p> <p>(1) Multimedia Desktop Computer – 65 nos., (2) Monochrome Laser Printer – 13 nos., (3) Scanner – 13 nos., (4) Photocopy Machine– 13 nos., (5) UPS Type-1 (750 VA) – 65 nos., (6) Voltage Stabilizer – 13 nos., (7) Webcam – 13 nos., (8) Ethernet Switch – 13 nos., (9) Extension Cord with surge protection – 13 nos.</p>
2.	Shree Birendra Uchcha Higher Secondary School, Banphikot, Rukum	
3.	Mukti Higher Secondary School, Ratomata, Pyuthan	
4.	Harisiddhi Uccha Madhyamik Bidyalaya, Kakling, Thulopakhar, Sindhupalchowk	
5.	Sital Nepal, Chutrabasi, Sandhikharka, Arghakhanchi	
6.	Dalit Janajati Utthan Kendra, NGO, Kohalbi Kevalpur, Bara	
7.	Jyoti Higher Secondary School, Kebalpur, PanditPauwa, Ward no. 1, Dhading	
8.	Mankha Organic Agriculture Cooperative Limited, Khadichaur, Sindhupalchowk	
9.	Jagat Sir Memorial Trust, Thecho, Lalitpur	
10.	Book Bank Nepal, Bamgha VDC, Ranibas, Gulmi	
11.	Liwang VDC, Rolpa; Purna bahadur Khatri for community	
12.	Ghoda Gaun, Rolpa, Nara bahadur Mahara for community	
13.	Mijing VDC, Sulichaur, Rolpa; Kamal Thapa for community	

Annex- I (contd.)

C. Project Site Locations and the Type and Number of Equipments to be delivered and Installed:

S.N.	Project Site Name and Address	Type and Number of Equipments
1.	Mustang, Muktinath (VDC) (VSAT Site)	<p>The following set of equipment shall be provided to each of these ELEVEN (11) project sites to establish public ICT centers:</p> <p>(1) Multimedia Desktop Computer – 2 nos., (2) Ink Jet Color Printer – 1 nos., (3) Web Cam – 2 nos., (4) UPS Type 3 (1.4 KVA) – 1 no.</p> <p><u>Total Equipment delivered to and installed at these TEN sites alone:</u></p> <p>(1) Multimedia Desktop Computer – 22 nos., (2) Ink Jet Color Printer – 11 nos., (3) Web Cam – 22 nos., (4) UPS Type 3 (1.4 KVA) – 11 nos.</p>
2	Kavre, Panchkhal (VDC) (VSAT site)	
3	Kavre, Panchkhal (VDC) (Radio Site)	
4	Jumla, Chandanath (VDC) (VSAT Site)	
5	Jumla, Chandanath (VDC) (Radio Site)	
6	Dadeldhura, Bagarkot (VDC) (VSAT Site)	
7	Dadeldhura, Bagarkot (VDC)) (Radio Site)	
8	Illam, Singpring (VDC) (Radio Site)	
9	Bardia, Thakurdwara (VDC) (Radio Site)	
10	Dolpo, Dunai (VDC) (Radio Site)	
11	Dhading, Tipling (VDC) (VSAT Site)	

Annex- I (contd.)

D. Project Site Locations and the Type and Number of Equipments to be delivered and Installed:

S.N.	Project Site Name and Address	Type and Number of Equipments
1.	Kindu Primary School, Myagdi	<p>The following set of equipment shall be provided to each of these NINETEEN (19) project sites to establish public ICT centers:</p> <p>(1) Multimedia Desktop Computer – 2 nos., (2) UPS Type 3 (1.4 KVA) – 1 nos (3) Ethernet Switch – 1 nos., (4) Extension Cord with surge protection – 1 no.</p> <p><u>Total Equipment delivered to and installed at these NINETEEN (19) sites alone:</u></p> <p>(1) Multimedia Desktop Computer – 38 nos., (2) UPS Type 3 (1.4 KVA) – 19 nos. (3) Ethernet Switch – 18 nos., (4) Extension Cord with surge protection – 19 nos.</p> <p><i>Note: Additional 4 Ethernet Switches as spare will be delivered to Himanchal Higher Secondary School, Kathmandu Office (ENRD Office, Khursanitar, Kathmandu, Nepal).</i></p>
2.	Prithvi High School Harichour, Baglung	
3.	Bhuka High School, Parbat	
4.	Annapurna High School, Siklis, Kaski	
5.	Dana High School, Myagdi	
6.	Kailash High School, Doba Myagdi	
7.	Bajaya Bahbani High School, Makiaising, Gorakha	
8.	Himalaya High School, Bhairung, Gorakha	
9.	Drabya Shah High School, Gorkha	
10.	Dhairing High School, Parbat	
11.	Banahaun High School, Parbat	
12.	Pakhapani School, Myagdi	
13.	Jyoti Higher Secondary School Harna Madi, Makawanpur	
14.	Mahendra High School, Baglung	
15.	Barpak High School, Gorakha	
16.	Bagbhairab Primary School Shikharpur, Makawanpur	
17.	Bharat Pokhari High School, Kaski	
18.	Bhurung Lower Secondary School, Myagdi	
19.	Lamagaun High School, Tanahun	

Note: If there are any changes of the sites/locations of ICT centers, it will be informed to the Bidders 7 days before bid submission.