नेपाल टेलिकम
NEPAL TELECOM

राष्ट्र निर्माण हाम्रो लक्ष्य
Nation building is our goal.

Ref. No.: NDCL/CTO/ICB/01/083-84
Cha. No.: 165

Date: October 14, 2026

To,
All Prospective Bidders,

Subject: **Issuance of Clarification No.1**

In reference to the Tender IFB No. NDCL/CTO/ICB/01/083-84 for Procurement of Lease Service Delivery of International Bandwidth, we hereby issue Clarification No. 1 as per Clause No. 8 of Section I: Instructions to Bidders (ITB) of the tender document for your reference.

With Regards,

Drawendra Kumar Chaudhary
Manager, Central Procurement Department
Office of the Chief Technical Officer

NEPAL DOORSANCHAR COMPANY LIMITED

Clarification No. 1:IFB No. NDCL/CTO/ICB/01/083-84 for procurement of Lease Service Delivery of International Bandwidth

S.N.	Section No.	Clause No.	Clause	Bidders Query	NT Clarification
1	Section I. Instructions to Bidders	21. Bid Security	Nepal Telecom accepts guarantees from foreign banks. The guarantee format specifically requires counter guarantee by a Nepalese commercial bank. Your proposed issuing bank has a corresponding relationship with a Nepalese bank that can provide the counter guarantee.	Please confirm if the bank guaratee will be done by Indian Nationalised bank. How soon the BG can be released, Counter gurantee for PG	Please refer to ITB 21 Bid security, under clause no. ITB 21.2, 21.4 and 21.5
2	Section III. Evaluation and Qualification Criteria	2. Qualification Criteria (2.2)	All pending litigation/arbitration (treated as resolved against bidder) must not exceed 50% of bidder's net worth.	Please exclude this clause	As per the bid document.
3	Section V. Schedule of Requirements	3. Technical Specification (2) (6) (6.2)	The proposed gateway connectivity link shall be operational 24x7 and have at least 99.86% availability for IPT and IPLC Service.	Please follow the (standard SLA -99.50%) Unplanned Service credit calcualtion	As per the bid document.
4	Section V. Schedule of Requirements	2 .Delivery and Completion Schedule	Delivery timeline 75 days from the PO	Please change the delivery timelines to 12 weeks	As per the bid document.
5	Section VI. General Conditions of Contract (GCC)	16. Taxes and Duties	For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal. 1.2 For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. 1.3 Tax deduction at source shall be applied as per taxation law of Nepal. 1.4 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.	Suggested additions: Any tax deduction at source shall be made as per Nepal-India DTAA. Nepal Telecom should share the withholding tax receipt as evidence of deposit of TDS withheld in stipulated time.	DTAA applied. Withholding tax certificate shall be provided as required.
6	Section VI. General Conditions of Contract (GCC)	29. Limitation of Liability	The aggregate liability is capped at the Total Contract Price, but treatment of credits and LD within the cap is unclear.	Can you please confirm that all liabilities, including SLA credits, outage credits, service credits, LD, indemnities and damages, cumulatively count toward the aggregate liability cap	Yes, as per GCC 29.1(b)
7	Section VI. General Conditions of Contract (GCC)	28. Patent Indemnity	Patent/IP indemnity appears excluded from the liability cap.	Can you please confirm if the Limit IP infringement liability to is also covered under the overall liability cap	Patent/IP indemnity is excluded from the liability cap as per GCC Clause 29.1(b)
8	Section V. Schedule of Requirements	4. Annexures(D)	The 99.86% availability commitment does not comprehensively define exclusions.	Please confirm if this Exclude Force Majeure, purchaser-caused events, approved planned maintenance, regulatory restrictions, acts of government, cable cuts and failures outside Supplier's reasonable control from SLA calculations. And please change this to 99.5%	Please refer GCC 31 Force Majeure and Annex D, SLA details.
9	Section III. Evaluation and Qualification Criteria	2.Qualification Criteria (2.4 (2.4.2)(2.4.3))	Bidder must show more than 1.13 Tbps handling and at least 300 Gbps supplied to a single entity.	Please confirm the document that is required in this regards	Bidder shall submit necessary user experience certificates/authentic documentary evidence.
10	Section VI. General Conditions of Contract (GCC)	34. Termination for Convenience (34.3)	Purchaser may terminate for convenience without clear protection for committed capacity and unrecovered investments.	On convenience termination, can you please add the clause that the supplier will be paid for services rendered, and ETC for the balance contract period	As per the Tender Document.
11	Section III. Evaluation and Qualification Criteria	2.Qualification Criteria (2.3) (2.3.1)	The tender requires the Bidder's latest year net worth calculated as Total Assets minus Total Liabilities, to be positive. This may restrict financially capable telecom operators with strong operating performance but negative accounting net worth due to historical and regulatory liabilities.	Considering the capital-intensive nature of the telecom industry, kindly clarify whether a bidder demonstrating positive EBITDA, positive operating cash flows, and satisfaction of the turnover requirement shall be considered financially qualified . As a a negative accounting net worth can arise from historical losses, spectrum liabilities, deferred finance costs, AGR liabilities or other legacy balance-sheet adjustments.	As per the bid document.
12	Section VII. Special Conditions of Contract	GCC 15.6	The SCC states that interest on delayed payment is not applicable.	Can you please change the clause to Intrest applicable for delayed payements	As per the bid document.

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13	Section VII. Special Conditions of Contract	GCC 26.1	LD is 0.5% per week up to 10% of Contract Price, potentially exposing the full contract for a limited delay.	Can you change the clause so that Apply LD only to the value of the delayed/affected service, PO, link, capacity increment or annual period, not the total three-year contract	As per the bid document.
14	Section VII. Special Conditions of Contract	GCC 26.1	At the 10% cap, termination and blacklisting may follow.	Can you change the clause that LD is only applicable if the customer doesn't improve in the performance improvement plan	As per the bid document.
15	IFB and Section II. Bid Data Sheet	ITB 21.1	IFB states 15 March 2027; BDS states 14 March 2027.	Confirm the correct minimum bid-security validity date for guarantee wording and responsiveness.	As per the current notice published for time extension on October 12, 2026 the amended bid security validity period is till April 02, 2027.
16	Section VII. Special Conditions of Contract	GCC 32	Quantity may increase/decrease by 15%, including through the extended period.	Clarify the baseline, whether variation is cumulative or per PO/year, and how reductions affect capacity already committed by Supplier.	Please refer BDS ITB 42.1 and SCC(GCC 32)
17	Section I. Instructions to Bidders and Section II. Bid Data Sheet	ITB 22. Format and Signing of Bid (22.2) & C. Preparation of Bids ITB 22.2	All pages except unamended printed literature must be signed or initialled; digital-signature treatment is unclear.	Can you please Confirm whether page-wise initials by the authorized signatory are sufficient, which documents require full signature and official seal, and whether electronically executed documents printed for hard-copy submission are acceptable.	Full signature and initials shall be in the Power of Attorney Document. Initials shall be sufficient in the bid document. Each and every page shall be stamped with official seal.
18	Section III. Evaluation and Qualification Criteria	2.Qualification Criteria (2.2)	All pending litigation, arbitration or material events are deemed resolved against the Bidder and must not exceed 50% of the Bidder's net worth. The tender does not clarify how this test will be applied to telecom operators with negative accounting net worth but strong operating performance and liquidity.	Kindly clarify that pending litigation shall not be considered disqualifying where the Bidder demonstrates positive EBITDA, positive operating cash flowFurther clarify whether litigation assessment shall be based on standalone financials, consolidated financials, or group-level financial strength supported by a parent-company undertaking.	As per the bid document.
19	Section VII. Special Conditions of Contract	GCC 15.1 and GCC 16	All payments are subject to withholding tax deduction under Nepal Income Tax Law; however, the applicable rate and treatment for foreign service providers are not specified.	Kindly clarify the applicable withholding tax rate for international bandwidth services supplied by foreign bidders. Further clarify whether relief unde+C5:F18r applicable Double Taxation Avoidance Agreements including India-Nepal DTAA shall be available upon submission of Tax Residency Certificates and related documentation. Please clarify whether contract prices are gross or net of withholding tax and whether any tax gross-up mechanism applies.	As per the bid document.
20	Section V. Schedule of Requirements	3. Technical Specification (1)(1.2)	The International Bandwidth service provided shall not have any single point of failure for the IPT and IPLC services. There should be ample network redundancy to ensure high availability of the network connectivity and bandwidth.	Need more clarity, as both IPT and IPLC may have a common network near the handoff locations to deliver both the services.	Refer to clause 4.7 of section V- Chapter2 Detail Technical Specifications.
21	Section V. Schedule of Requirements	3. Technical Specification (2)(2)(2.2)	The bidder shall also provide the list of its major network nodes or Points of Presence in Europe, Asia, North America and Australia. The link capacity connecting each of those Points of Presence shall be provided.	Please clarify, "major network nodes or Point of presence", means provider's backbone network footprint including upstream/ peering locations. Please clarify, "link capacity connecting each Point of Presence", Does this refer to installed backbone capacity?	"major network nodes or Point of presence" refers to provider's backbone network footprint. "link capacity connecting each Point of Presence" refers to installed backbone capacity.

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22	Section V. Schedule of Requirements	3. Technical Specification (2)(2)(2.4)	The bidder shall maintain direct active peering with at least 3 Tier-1 global cariers and maintain presence at minimum 5 globally recognized IXPx across multiple geography. The bidder shall have direct active peering or connectivity with at least 3 Tier-1 global carriers, maintain presence at minimum 5 globally recognized IXPx across multiple geography, and the following content providers: Google, Meta (Facebook), Akamai, Fastly, Amazon, and ByteDance. Such peering or connectivity shall be verifiable through publicly available Looking Glass platforms (e.g., HE.net Looking Glass) or by submitting supporting documents as proof of the peering arrangements.	Need more clarity on the requirement of "minimum 5 globally recognized IXPx across multiple geography" and how will the requirement for presence in five IXPs be validated? ByteDance content access is restricted as per India (DOT) regulation.	IXP peering can be verified via peeringdb.com. Content access is restricted for indian end-users but content is not restricted for transit.
23	Section V. Schedule of Requirements	3. Technical Specification (2)(4)(4.2)	IPT and IPLC bandwidth delivery	What is the expected IPT and IPLC bandwidth allocation at each POI location?	Please refer to clause 4.2 of Section V-Chapter 2 Detail Technical Specifications
24	Section V. Schedule of Requirements	2. Delivery and Completion Schedule	75 days from the date of issuance of Purchase Order	Delivery timeline of 75 days for both IPT and IPLC delivery need to be reconsidered.	As per the bid document.
25	Section V. Schedule of Requirements	3. Technical Specification (1)and (2)	IPLC bandwidth delivery	What is the exact End locations for the IPLC connectivity and corresponding Bandwidth, Latency and Protection requirement for Subsea ?	End locations are provided in Annex B. Latency requirements are provided in Annex E. Bandwidth as per clause 4.2 of Section V-Chapter 2 Detail Technical Specifications. Protection mechanism as per clause 7.4 of Section V-Chapter 2 Detail Technical Specifications.
26	Section V. Schedule of Requirements	3. Technical Specification (2)(6)(6.2)	The proposed gateway connectivity link shall be operational 24x7 and have at least 99.86% availability for IPT and IPLC Service.	What is the exact SLA credit for IPT and IPLC?	Credit details as per Annex D
27	Section V. Schedule of Requirements	4. Annexures (D)	Unplanned Outage credit details	What is the exact SLA credit mechanism for IPT and IPLC?	As per Annex D point number 3 a) of the Bid document.
28	Section V. Schedule of Requirements	4. Annexures (D)	Packet Loss on the Network is targeted not to exceed 1% at 80% load.	How will packet-loss measurements be performed and at which test points?	Packet loss shall be measured at POI connections
29	Section V. Schedule of Requirements	4. Annexures (E)	In the event of Routing issues with the service resulting in Network Unavailability, the service provider should respond to the outage within 4 hours of opening a Trouble Ticket (TT).	i) From which Nepal Telecom locations will Latency measurements be performed? ii) Will latency measurements be taken under normal routing or failover routing conditions?	Latency measurements can be taken from any part of Nepal. The fluctuations from the location will be around very minimal (~10ms only). Latency measurement is a part of Performance Tests (test#1.1) as per Annex H conducted before the commercialization of the links.

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1	Section V. Schedule of Requirements	4. Annexures(I)	Methodology for Calculation of Weighted Average Unit Price for Bid Evaluation	Kindly provide detailed clarification on the methodology adopted for calculation of WAUP, particulary for burstable bandwidth services. It is requested to clarify the consideration of burstable bandwidth parameters, committed bandwidth, utilization thresholds, and any applicable billing or evaluation assumptions to be used for bid evaluation purposes.	Please refer to Annex I for the methodology of the WAUP calculation .
2	Section V. Schedule of Requirements	3. Technical Specification (2)(8)(8.4)	To facilitate staggered bandwidth provisioning on the proposed gateway link, the bidder shall provide separate unit costs for physical ports and the bandwidth as shown in the Schedule of Requirements.	It is requested to confirm whether the physical port charges are to be quoted as a one-time cost, recurring cost, or both. Further, please clarify whether independent evaluation of port charges and bandwidth charges shall be undertaken during financial evaluation.	Please adjust any port charge required into the bandwidth requirement in SOR items for each part.

