NEPAL DOORSANCHAR COMPANY LIMITED

(Nepal Telecom)

Office of Chief Technical Officer, Central Procurement Department

BIDDING DOCUMENT

For

Lease Service Delivery of KU-Band Space Segment

International Competitive Bidding (ICB)
IFB No. NDCL/CTO/ICB/05/083-84

Issued on: October 14, 2026

Purchaser
Nepal Doorsanchar Company Limited (Nepal Telecom)
Office of Chief Technical Officer,
Central Procurement Department,
Bhadrakali, Kathmandu,
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Email: procurement@ntc.net.np
Website: https://www.ntc.net.np

Abbreviations

BDS..... Bid Data Sheet
BD ..... Bidding Document
DCS..... Delivery and Completion Schedule
DP ……..Development Partner
EQC ..... Evaluation and Qualification Criteria
GCC ..... General Conditions of Contract

GoN[1] ..... Government of Nepal
ICC..... International Chamber of Commerce
IFB ..... Invitation for Bids
ITB ..... Instructions to Bidders
LGRS ..... List of Goods and Related Services
NCB …….. National Competitive Bidding
PAN ……..Permanent Account Number
PPMO ……Public Procurement Monitoring Office
SBD..... Standard Bidding Document
SBQ..... Schedule of Bidder Qualifications
SCC…….. Special Conditions of Contract
SR ..... Schedule of Requirements
TS..... Technical Specifications
VAT …… Value Added Tax

[1] "GoN" word indicates all public entities according to Public Procurement Act, 2063

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Invitation for Bids

Nepal Doorsanchar Company Limited (Nepal Telecom)
Office of Chief Technical Officer,
Central Procurement Department,
Bhadrakali, Kathmandu

Invitation for Bids for Lease Service Delivery of KU-Band Space Segment
International Competitive Bidding (ICB)
Date of publication: October 14, 2026.
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1. **Nepal Doorsanchar Company Limited (Nepal Telecom)** intends to purchase lease service delivery for KU Band Space Segment for telecommunication applications such as Broadband, Cellular Backhaul, Backup link with DVB S2X and SCPC Technology but not limited to.

2. **Nepal Doorsanchar Company Limited (Nepal Telecom)** invites Hard Copy bids from eligible bidders for the procurement of **Lease Service Delivery of KU-Band Space Segment** under **International Competitive Bidding – Single Stage Two Envelope.**

3. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 23 of the Bidding Document. Interested Bidders may obtain further information during the office hours from

   Nepal Doorsanchar Company Limited (Nepal Telecom),
   Office of Chief Technical Officer,
   Central Procurement Department,
   Bhadrakali, Kathmandu
   Tel. No. : 977 -1- 4210310
   E-mail : procurement@ntc.net.np

4. A complete set of Bidding Documents may be purchased from the office mentioned in Clause no. 3 above by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of **NPR 20,000** (Nepalese Rupees: Twenty Thousand Only) or **USD 140.00** (US Dollar: One Hundred Forty Only) or **EURO 115.00** (EURO: One Hundred Fifteen Only) till November 23,2026 during office hours ***in the account as specified below***.

Description	**Nepalese Currency**	**USD Currency**	**Euro Currency**
Name of the Bank	NMB Bank Ltd. Head Office Babarmahal, Kathmandu, Nepal	Standard Chartered Bank Nepal Limited, New Baneshwor, Kathmandu, Nepal	Everest Bank Limited
Account Name	Nepal Doorsanchar Company Limited	Nepal Doorsanchar Company Limited	Nepal Doorsanchar Company Limited
A/C No.	0010001373900349	01041562652	01401102200049
Swift Code	NMBBNPKA	SCBLNPKA	EVBLNPKA

5. The Bidder shall procure the Bidding document by themselves, or a person authorized by bidder from the office mentioned in Clause No. 3 of this section and shall use the same bidding document for the preparation of the Bid proposal. The Bid proposal from the Bidder without procuring the bidding document by itself (or a person authorized by Bidder) from the office mentioned above shall not be accepted. Bidder shall submit copy of the receipt for the purchasing of the Bid Document obtained from the Nepal Telecom. The Bidder shall submit along with the Bid Proposal the original Tender Document purchased from Nepal Telecom with duly filled compliance statement on each and every clauses of Section V. The submitted original tender document shall be sealed with official seal of Bidder and signed by authorized person on each and every page.
6. If interested bidder wishes to collect the document by courier service, additional US$ 150.00 (US Dollars: One Hundred Fifty only) or Euro 135.00 (One Hundred Thirty Five only) or NRs. 23,000.00 (Nepalese Rupees: Twenty-Three Thousand only) will be charged to the bidder..
7. Eligible bidders shall submit hard copy bids at the following office of Nepal Telecom, Office of Chief Technical Officer, Central Procurement Department, Bhadrakali, Kathmandu, Nepal on or before 12.00 PM on November 23, 2026. Any Bid received after this deadline will be rejected.
8. Pre-bid meeting shall be held at Nepal Telecom, Office of Chief Technical Officer, Central Procurement Department, Bhadrakali, Kathmandu, Nepal at 11:30 AM on **November 04, 2026**.
9. The bids will be opened in the presence of Bidders' representatives who choose to attend at 1.00 PM **and November 23, 2026** at the office of ***Nepal Telecom, Office of Chief Technical Officer, Central Procurement Department, Nepal.*** Bids must be valid for a period of **120** ***days*** from the date of bid opening and must be accompanied by a bid security amounting to a minimum of **NRs 10,919,000.00** (In words: Ten Million Nine Hundred Nineteen Thousand Rupees Only) or **US$ 71,500.00** (In words: United State Dollars Seventy One Thousand Five Hundred Only) or **EURO 61,840.00** (In words: Euro Sixty One Thousand Eight Hundred Forty Only) which shall be valid for 30 days beyond the validity period of the bid **(April 22, 2027)**

10. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.
11. The purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the Bidders.

End of Invitation for Bids (IFB)

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Section I. Instructions to Bidders

A. General

1. Scope of Bid	1.1 In connection with the Invitation for Bids ***indicated in the Bid Data Sheet (BDS)***, the Purchaser as ***indicated in the BDS*** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification, and number of contracts (packages/lots) are ***indicated in BDS***. 1.2 Throughout this Bidding Document : (a) the term "in writing" means communicated in written form through e-GP system, email, fax or courier with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and (c) "day" means calendar day.
2. Source of Funds	2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) ***indicated in the BDS*** for which this Bidding Document is issued. Or DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") ***indicated in the BDS*** toward the cost of the project ***named in the BDS***. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. 2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.
3. Fraud and Corruption	3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:; (a) the Purchaser adopts, for the purposes of this provision, the terms as defined below: (i) "corrupt practice" means the offering, giving, receiving, or

	soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP's contractual rights of audit or access to information; and (vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard. (b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;
	(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation. (d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other

	integrity violations; and (e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.
	3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement: (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price, (g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
	3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract. (d) if the Successful Bidder fails to sign the Contract. (e) a Bidder requests for withdrawal or modification of its bid: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission. (f) if the bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification pursuant to ITB 29.1.

	(g) a Bidder changes the prices or substance of the bid while providing information pursuant to ITB 29.1. 3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, may be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP including credit information bureau of Nepal. 3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder. 3.6 Furthermore, Bidders shall be aware of the provisions of GCC 34.1(c).
4. Eligible Bidders	4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any ***specified in the BDS***. 4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of parners in JV shall be as **specified in BDS**. In the case of a JV: (a) all parties to the JV shall be jointly and severally liable; and (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. 4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (a) have controlling shareholders in common; (b) receive or have received any direct or indirect subsidy from any of them; (c) have the same legal representative for purposes of this Bid; (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will

result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

(g) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.

4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the BDS**.

4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.

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

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

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

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

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

4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.

4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return or evidence of time extension from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents ***indicated in the BDS*** at the time of bid submission and a declaration to submit the document(s) ***indicated in the BDS*** at the time of contract agreement shall only be eligible.

4.10 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Goods and Related Services	5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country ***specified in the BDS***. 5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, cultivated, manufactured, processed or produced, or through manufacture, processing, or assembly, another commercially recognized goods or product results that differs substantially in its basic characteristics from its imported or the place from which the related services are supplied. 5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.
6. Site Visit	6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services. 6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. 6.3 The costs of visiting the Site shall be at the Bidder's own expense.

B. Contents of Bidding Document

7. Sections of the Bidding Document	7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9. **PART 1 Bidding Procedures** • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (**BDS**) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms **PART 2 Supply Requirements** • Section V. Schedule of Requirements **PART 3 Conditions of Contract and Contract Forms** • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) Section VIII. Contract Forms 7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from

	the Purchaser, or through its assigned office as stated in the invitation for bids. 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid. 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document
8. Clarification of Bidding Document/ Pre-bid meeting	8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address ***indicated in the*** *BDS* or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit ***specified in the BDS*** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2. 8.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date, and time as ***specified in the BDS*** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.
9. Amendment of Bidding Document	9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.

C.Preparation of Bids

10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the

	bidding process.
11. Language of Bid	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***specified in the BDS***. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language ***specified in the BDS***, in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope. 12.2 The Technical Bid shall comprise the following: (a) Letter of Technical Bid; (b) Bid Security in accordance with ITB 21; (c) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, ***required in the BDS.*** 12.3 The Price Bid submitted by the Bidder shall comprise the following: (i) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16; (j) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and (k) any other document **required in the BDS**. 12.4 The Bidder is solely responsible for the authenticity of the submitted documents. 12.5 The Technical Bid shall not include any financial information related to

	the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.
13. Letters of Bid and Price Schedules	13.1 The Bidder shall submit the Technical Bid Submission Letter and the Price Bid Submission Letter using the form furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 13.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.
14. Alternative Bids	14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered.
15. Bid Prices and Discounts	15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below. 15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract. 15.3 All items in the Schedule of requirement must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 39.3. Unit rates and prices for all items in the Schedule of requirement shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected. 15.4 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid. 15.5 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The discount and methodology for its application shall be quoted in Letter of Price Bid. 15.6 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or **as specified in the BDS.** 15.7 Prices shall be quoted as specified in each Price Schedule included in **Section IV, Bidding Forms**. The disaggregation of price components

	is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner: For Goods manufactured in Nepal: (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties, Value Added Tax and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf; (ii) Value Added Tax and all other taxes applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS. (iv) the total price for the item. For Goods manufactured outside Nepal, to be imported: (v) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), named place of destination as **specified in the BDS;** (vi) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;** (vii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FOB port of shipment (or FCA, as the case may be) or CPT (named place of destination), if so **specified in the BDS;** and (viii) the total price for the item. For Goods manufactured outside Nepal, already imported: *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]* (ix) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related

	local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported. (x) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; (xi) the price of the Goods, obtained as the difference between (i) and (ii) above; (xii) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; (xiii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;** and (xiv) the total price for the item. (d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: (xv) the local currency cost component of each item comprising the Related Services; and (xvi) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, Value Added Tax and other taxes aplicable in the Purchaser's country, payable on the related services, if the contract is awarded to the Bidder. 15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB 32. However, if in ***accordance with the BDS***, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero 15.9 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and opened at the same time.
16. Currencies of	16.1 Bid prices shall be quoted in the following currencies:

Bid	(a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the Nepalese currency. (b) All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.
17. Documents Establishing the Eligibility of the Bidder	17.1 To establish their eligibility in accordance with ITB 4, Bidders shall: (a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and (b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate. (c) submit the copy of the documents as ***specified in Section III, Evaluation and Qualification Criteria***.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements. 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements. 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser. 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers,

	provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.
19. Documents Establishing the Qualifications of the Bidder	19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified. 19.2 If so ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided. 19.3 If so ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. 19.4 A foreign Bidder wishing to have or already having a local agent shall state the following: a. Name and address of the Agent/Representative, b. The Agent/Representative providing type of services, c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", If the agent has not been appointed: a. Source of information about tender invitation, b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender, c. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender, d. If the bank account of any Nepali citizen has been used for the

	exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange. 19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.
20. Period of Validity of Bids	20.1 Bid shall remain valid for a period ***specified in the BDS*** after the bid submission deadline date prescribed by the purchaser. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive. 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.
21. Bid Security	21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive. 21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) original copy of an unconditional bank guarantee from commercial foreign bank or; (c) original copy of cash deposit voucher in the Purchaser 's Account as ***specified in BDS***. In case of a bank guarantee, the Bid Security shall be submitted either

using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

A bid security valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.

21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and substantially compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder's` furnishing of the required performance security and signing of the Contract Agreement pursuant to ITB 44.1 and 45.1.

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

21.6 The Bid Security may be forfeited:

(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2

(i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission;

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.

(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1;

(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;

(d) the successful Bidder fails to:

(i) furnish a performance security in accordance with ITB 44.1;

(ii) sign the Contract in accordance with ITB 45.1; or

	(iii) accept the correction of arithmetical errors pursuant to clause 36. 21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).
22. Format and Signing of Bid	22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 12 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO… - TECHNICAL BID" and "COPY NO…. - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail. In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or online forms files as specified in ITB Clause 23.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e). 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as ***specified in the BDS*** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid. 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D.Submission and Opening of Bids

23. Sealing and Marking of Bids	23.1 Unless otherwise **specified in BDS**, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Procedures for submission, sealing and marking are as follows: (a) Bidders submitting bids by mail, by hand or by Courier shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as

"ORIGINAL TECHNICAL BID", "ORIGINAL – PRICE BID", "ALTERNATIVE" and "COPY No….. – TECHNICAL BID" and "COPY NO….. PRICE BID" as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.

i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline.

ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.

iii. The registered bidders need to maintain their profile data required during preparation of bids.

iv. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.

v. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.

vi. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

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

No.	Document	Requirement	Remarks
1.	Letter of Technical Bid	Mandatory	PDF
2.	Bid Security/Bank Guarantee	Mandatory	PDF
3.	Company registration Certificate	Mandatory	PDF
4.	VAT registration	Mandatory	PDF

	Certificate	**(**for domestic bidders only**)**	
5.	Business Registration Certificate	Mandatory	PDF
6.	Tax Clearance Certificate/Tax return submission evidence/evidence of time extension	Mandatory **(**for domestic bidders only**)**	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Joint venture agreement	Mandatory in case of JV Only	PDF
9.	Qualification Documents	Mandatory	PDF
10.	Technical Specification	Mandatory	PDF or Online Forms
11.	Delivery and Completion Schedule	Mandatory	PDF or Online Forms
12.	Additional documents] specified in ITB 12.2 (h)	Mandatory (If any)	PDF

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

No.	**Document**	**Requirement**	**Remarks**
1.	Letter of Price Bid	Mandatory	PDF
2.	Completed Price Schedule	Mandatory	Online Forms
3.	Additional Documents specified in ITB 12.3 (c)	Mandatory (If any)	PDF

Note:

a) ***The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.***

b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.

vii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

viii. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.

ix. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.

x. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;

aa) The e-submitted bids must be readable through PDF reader.

bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.

23.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 24.1; and

(c) bear the specific identification of this bidding process indicated in BDS 1.1.

23.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.

23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7

	23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time ***indicated in the BDS***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid. 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.
25. Late Bids	25.1 The Purchaser shall not consider any Bid - Technical or Price - that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, or Modification of Bids	26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy **<u>GoN Funded:</u>** Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (b) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24. **<u>DP Funded:</u>** Bidders may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the

authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," and "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.

ii) E-submitted bids.

a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process.

26.3 The following provisions apply for withdrawal or modification of the Bids:

GoN Funded

(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

(ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension there of.

DP Funded

No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

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

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

	26.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.
27. Bid Opening	27.1 The Purchaser's bid opening committee shall conduct the opening of Technical Bids in public in the presence of bidder or its representative who choose to attend at the address, date and time specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the entire Bid. 27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid Opening Committee. 27.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 27.4 Before opening the bids, the opening committee shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next, envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 27.1. 27.5 All other envelopes holding the Technical Bid shall be opened one at a time, and the following read out and recorded: the name of the Bidder; whether there is a modification; the presence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening

except for late bids, in accordance with ITB 25.1.

27.6 The opening committee shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 15 days' notice for the opening of Price Bids.

27.8 The purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

27.9 The purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

(a) the name of the Bidder;

(b) whether there is a modification;

(c) the Bid Prices, including any discounts and alternative offers; and

(d) any other details as the purchaser may consider appropriate.

Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

27.11 The purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot/package if applicable), any discounts, modifications and

	alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Bids

28. Confidentiality	28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 43.1. 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid. 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
29. Clarification of Bids	29.1 To assist in the examination, evaluation, comparison and post-qualification of the Technical and Price Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 36. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid. 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid shall be rejected.
30. Deviations, Reservations, and Omissions	30.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Examination of Technical Bid	31.1 The purchaser shall examine the Technical Bid to confirm that all documents and technical information requested in ITB 12.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected. 31.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.
32. Determination of Responsiveness of Technical Bid	32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Technical Bid itself, as defined in ITB 12.2. 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. 32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation. 32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. 32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation. 32.6 Except in case of e-submission, the Financial Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders.
33. Non-material	33.1 The Purchaser may regard a Bid as responsive even if it contains minor

Non-conformities	deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid. 33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. 33.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid. 33.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.
34. Qualification of the Bidder	34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section III (Evaluation and Qualification Criteria). 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1. If two or more companies or firms have been merged prior to the submission of the bid, the qualifications of the companies or firms existing prior to such merger shall be deemed to form part of the qualifications of the resulting merged firm or company. 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
35. Examination of Price Bids	35.1 The purchaser shall examine the Price Bid to confirm that all documents and financial information requested in ITB 12.3 have been submitted. If any of these documents or information (except alternative Price Bid

	which is optional) is missing, the bid shall be rejected. 35.2 In case of e-submission bids, the purchaser shall confirm that all the documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.
36. Correction of Arithmetical Errors	36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis: a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above. 36.2 If a Bidder does not accept the correction of arithmetical errors, its bid shall be disqualified and its bid security shall be forfeited.
37. Conversion to Single Currency	37.1 For evaluation and comparison of Price Bids, all bid prices expressed in the amounts in various currencies shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the on the date **specified in the BDS**.
38. Goods manufactured in Nepal to be procured	38.1 In the evaluation of bids, preference shall be given to domestically manufactured goods **as specified in BDS** up to fifteen percent (15%). 38.2 For granting such preference pursuant to 38.1, the bidder must submit the country of origin issued by competent authority.
39. Evaluation and Comparison of Price Bids	39.1 To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted. 39.2 To evaluate a Price Bid, the Purchaser shall consider the following:

(a) the bid price as quoted in accordance with ITB 15 **as specified in BDS**;

(b) adjustment for correction of arithmetic errors in accordance with ITB 36.1;

(c) adjustment due to discounts offered in accordance with ITB 15.7;

(d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;

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

(f) adjustment due to the application of a margin of preference in accordance with ITB clause 38.

39.3 The Purchaser shall evaluate all the bid prices of the substantially responsive bids in accordance with ITB 39.2. If the evaluated Bid Price of the Bidder is more than 30 (thirty) percent below or substantially higher than the cost estimate, the Employer shall reject the Bid as non-responsive. The Purchaser shall determine the Average Bid Price of all the substantially responsive Bids. The Bid Price which is closest to the Average Bid Price AND is not substantially higher than the cost estimate shall be selected for awarding the contract.

39.4 In case two or more Bid Prices are determined to be equally closest to the Average Bid Price, the Bid Price which is below the Average Bid Price shall be selected for awarding the contract.

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

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

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

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

39.6 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of

	the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria). 39.7 Notwithstanding ITB 39.3, if all the Bids evaluated are substantially higher than the cost estimate, the employer may only negotiate with the bidder who submitted the lowest evaluated substantially responsive Bid to propose a lump sum discount rate in order to bring the bid price within the approved cost estimate. However, no change in the substance of the bid is permitted during the negotiations. 39.8 If no agreement can be reached as per ITB 39.7, the Purchaser shall cancel the procurement proceedings. 39.9 While evaluating the Bid Price as per ITB 39.3, if the Bid Price of two or more Bidders is found to be equal, the Purchaser shall select the bid for awarding the contract by drawing of lots in presence of Bidders' designated representatives who choose to attend in date, time and place as notified by the Purchaser in writing to the concerned bidders. The Bidders' representatives who are present shall be requested to sign a record evidencing their attendance. The omission of a Bidder's signature on the record or the absence of a Bidder during the drawing of lots shall not invalidate the contents and the effect of the record. The method of drawing lots shall be determined by the Purchaser.
40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	40.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

41. Award Criteria	41.1 The Purchaser shall award the Contract to the Bidder whose Bid Price is selected as per ITB 39 and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
42. Purchaser's Right to Vary Quantities at Time of Award	42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages ***indicated in the BDS***, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
43. Notification of Intention to Award	43.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 41.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who

	submitted the bid. 43.2 If no bidder submits an application pursuant to ITB 46.1 within a period of seven days of providing the notice under ITB 43.1, the Purchaser shall accept the bid selected in accordance with ITB 41.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.
44. Performance Security	44.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in an amount equal to 5 (five) percent of the Bid Price excluding VAT but including PS in accordance with the Condition of Contract, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VIII (Contract Forms) or another form acceptable to the Purchaser. The performance security issued by any Foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. **44.2** Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall **constitute** sufficient grounds for the annulment of the award and forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next Bidder whose Bid Price is closest to the previously determined Average Bid Price in accordance with ITB 40.1 and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
45. Signing of Contract	**45.1** The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 44. **45.2** At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the ***District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office.*** The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price. 45.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification

	pursuant to ITB 43.1, requests in writing the grounds on which its bid was not selected. 45.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 45.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
46. Complaint and Review	46.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 43.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds. 46.2 An application filed after the deadline pursuant ITB 46.1 shall not be processed. 46.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 46.1: (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) whether or not to reject a application. No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS*.** 46.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 46.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 46.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 46.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself. 46.5 Late application filed after the deadline pursuant to ITB 46.4 shall not be processed. 46.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 46.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 46.3. 46.7 Within three (3) days of receipt of the notification pursuant to ITB 46.6, the Public Entity shall furnish the copy of the related documents

	along with its comment or reaction of complaint to the Review Committee. 46.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 46.4. 46.9 The Bidder, filing application pursuant to ITB 46.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 46.4. Application filed without furnishing the security deposit shall not be processed. 46.10 If the claim made by the Bidder pursuant to ITB 46.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 46.9, within seven (7) days of such decision made. 46.11 If the claim made by the Bidder pursuant to ITB 46.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 46.9 shall be forfeited. 46.12 If the Purchaser does not implement the decision of the Public Procurement Review Committee, the bidder may file an application to the Public Procurement Review Committee.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids (IFB) is: **NDCL/CTO/ICB/05/083-84**
ITB 1.1	Name of the Purchaser: **Nepal Doorsanchar Company Limited (Nepal Telecom),** **Office of Chief Technical Officer,** **Central Procurement Department,** **Bhadrakali, Kathmandu**
ITB 1.1	Name and identification number of the contract: Name: Lease Service Delivery of KU-Band Space Segment Identification No.: NDCL/CTO/ICB/05/083-84
ITB 2.1	Source of Fund: Nepal Telecom. Name of the Project: Lease Service Delivery of KU-Band Space Segment Implementing Agency: Nepal Telecom
ITB 4.1	Bidders from the following countries are not eligible: ***"Not Applicable"***
ITB 4.2	Maximum number of partner in a joint venture shall be: **3 (three)**
ITB 4.4	A list of debarred firms is available at http:\\blacklist.ppmo.gov.np
ITB 4.9	The Foreign Bidder, at the time of submission of the Bid: 1. Shall submit a Certificate of Incorporation or Certificate of Registration, as applicable, duly issued by the competent authority of the country of registration. 2. Shall declare and undertake that, where the Bidder is responsible for rendering Services within Nepal, it shall submit the applicable PAN and VAT Certificates at the time of signing the Contract Agreement, in accordance with the prevailing laws and regulations of Nepal. 3. In the case of a resident foreign bidder, shall submit the applicable PAN/VAT Certificate(s) and Tax Clearance Certificate at the time of submission of the Bid, in accordance with the prevailing laws and regulations of Nepal. Failure to submit any of the above-mentioned required documents shall render the Bid non-responsive.
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: ***"Not Applicable"***
B. Bidding Document	

ITB 7.1	If any provisions of this document are inconsistent with prevailing Public Procurement Act (PPA) or Financial Regulations of Nepal Telecom, the provisions of this document shall be void to the extent of such inconsistency and the provisions of prevailing PPA and Financial Regulations of Nepal Telecom shall prevail.
ITB 8.1	For clarification purposes only, the Purchaser's address is: Attention: Manager Name of the Purchaser: Nepal Doorsanchar Company Limited (Nepal Telecom), Office of Chief Technical Officer, Central Procurement Department, Address: Bhadrakali, Kathmandu Country: Nepal Telephone: +977 1 4210310 Electronic Mail Address: procurement@ntc.net.np
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10 days prior to the deadline date for submission of bid. Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may issue clarification and corrections seven (7) days prior to the deadline for the submission of bids. Non submission of queries within the time stipulated as above shall be considered as acceptance by Bidder for all the Tender Document's terms and conditions as interpreted by Nepal Telecom.
ITB 8.2	Pre-Bid meeting ***shall*** be organized. A Pre-Bid meeting shall take place at the following date, time and place: **Place: Nepal Telecom, Bhadrakali, Kathmandu, Nepal** **Time: 11:30 A.M. NST** **Date: November 04, 2026**
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.2 (h)	The Bidder shall submit the following additional documents with its Bid: (i) Self-declaration letter of authenticity of submitted documents. (ii) Technical Description and performance characteristics of the items to be supplied. (iii) Letter stating that the bidder is not under a declaration of blacklisted or ineligibility for corrupt and fraudulent practices issued by Government of Nepal. (iv) Letter stating that the bidder is not having and not plan to have ownership with competitors of Nepal Telecom in Nepal until the completion of all the contractual obligations.

	(v) Letter stating that the bidder is not having conflict of Interest (vi) Tender Document purchased from Nepal Telecom with Seal and Sign on each and every Pages with Compliance Statement on each and every clause of technical specification. (vii) Manufacturer's Authorization Letter / Satellite service authorization letter. (viii) Duly filled Scheduled of Requirement Form as specified in Section IV. Bidding Forms. (ix) Section V (3) Technical Specifications Chapter 1: General Technical Specifications and Chapter 2: Detail Technical Specifications with Bidder's clause by clause compliance response. (x) Power of Attorney to sign the bid. (xi) documentary evidence demonstrating availability of the offered Ku-Band satellite capacity. Where the Bidder is the satellite operator, evidence of ownership/operation/authorization shall be submitted. Where the Bidder is not the satellite operator, authorization or agreement from the satellite operator or authorized service provider shall be submitted. (xii) Any other documents as required in accordance with the prevailing Financial Bye-Law of Nepal Telecom and applicable to the procurement **Non-Submission of required documents along with bid may result in the rejection of the Bid.**
ITB 12.3 (c)	The Bidder shall submit with its Price Bid the following additional documents: **No Additional Document Required.**
ITB 14.1	**Alternative Bids** shall not be Permitted.
ITB 15.6	The Incoterms edition is: ***Incoterms® 2020 .***
ITB 15.7 (a) iii, (b) ii & (c) v	Final Destination (Project Site): Hub/Remote VSAT sites in Nepal, as specified in the Schedule of Requirements and Project Sites Defined in Annex- II
ITB 15.7 (b) i	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterm: CIP Customs entry points are Tribhuvan International Airport (TIA) Kathmandu, Gautam Buddha International Airport (GBIA), Bhairahawa, India/Nepal border of Jogbani/Biratnagar, Raxaul/Sirsia/Birgunj, Sunauli/Bhairahawa, Rupaidiya/ Nepalgunj, Gaurifanta/Dhangadi, Silugadi/Kakarvita, China/Nepal boarder of Kerung/Rasuwa and Zhangmu (Khasa)/Tatopani.
ITB 15.7 (b) iii	In addition to the CIP price specified in ITB 15.7 (b)(i), the price of the Goods manufactured outside Nepal may be quoted: **Not Applicable**

ITB 15.8	**The prices quoted by the Bidder shall: *not be adjustable*.**
ITB 16.1 (a)	The Bidder shall quote the Bid price only in US Dollar (USD), Euro (EUR), and/or Nepalese Rupees (NPR).
ITB 18.3	Period of time the Goods are expected to be functioning: As specified in the technical specifications of Section V. Schedule of Requirement.
ITB 19.2	Satellite Service Authorization Letter: Required A Satellite Service Authorization Letter is only required for the following items: If the bidder is not satellite operator, the bidder shall provide satellite service authorization letter from the satellite operator. Satellite Service Authorization Letter shall be in format as specified Section IV: Bidding Forms, Form No. - 4 "Satellite service Authorization Letter" enclosed in the bid document) If the bidder itself claims to be the satellite operator of the offered service, such bidder shall provide the proof of being the satellite operator and need not provide the authorization letter for the offered service. If the bidder is not the satellite operator of the offered service, non-submission of Satellite service Authorization Letter from the satellite operator shall result in rejection of the bid.
ITB 19.3	The Bidder *is* required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be ***120*** days from the date of opening of Bids. If due to certain reasons, bid submission date is extended the validity of the bid shall be extended accordingly without which bid shall be rejected.
ITB 20.2	The bidder shall extend the bid validity period and Bid security period as per Nepal Telecom's request if notification of Intention of Award and Notification of Award has already been issued during the period of bid validity as per ITB 42. A Bidder shall not be required nor permitted to modify its bid.
ITB 21.1	The bid must be accompanied by bid security with following requirements: The amount and the currency of the Bid Security shall be: Nepalese Rupees: NPR 10,919,000.00 (In Words: Nepalese Rupees: Ten Million Nine Hundred Nineteen Thousand Rupees Only) or USD 71,500.00 (In Words: United States Dollar Seventy One Thousand Five Hundred Only) or EURO 61,840.00 (In Words: EURO Sixty One Thousand Eight Hundred Forty Only). The bid security shall be valid for 30 days beyond the validity period of the bid. i.e. **April 22, 2027.**
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account of the Purchaser as specified in following table and submit(upload) the receipt of the deposited amount of cash along with the bid.

<table>
<tr><td></td><td>
<table>
<tr><th>Description</th><th>Nepali Currency</th><th>USD Currency</th><th>EURO Currency</th></tr>
<tr><td>Name of the Bank</td><td>NMB Bank Ltd. Head Office Babarmahal, Kathmandu, Nepal</td><td>Standard Chartered Bank Nepal Limited, New Baneshwor, Kathmandu, Nepal</td><td>Everest Bank Limited</td></tr>
<tr><td>A/C No.</td><td>0010001373900349</td><td>01041562652</td><td>01401102200049</td></tr>
<tr><td>A/C Name</td><td>Nepal Doorsanchar Company Limited</td><td>Nepal Doorsanchar Company Limited</td><td>Nepal Doorsanchar Company Limited</td></tr>
<tr><td>Swift Code</td><td>NMBBNPKA</td><td>SCBLNPKA</td><td>EVBLNPKA</td></tr>
</table>
Bidders are requested to deposit sufficient amount including respective bank charges so that the net amount as mentioned above and shall be deposited in account of purchaser at the time of bid opening.

The Nepalese Company (with Principal-Agent relationship), wishing to furnish the Bid Security on behalf of the Principal company (Manufacturer/Bidder) shall state in the Bid Security, the Bidder's name as "M/S___ (Name of Nepalese Company) submitting Bid Security on behalf of Bidder M/S____ (Name of Principal Manufacturer / Bidder)". The name and address of principal company must be mentioned in the bid Security. However, if the bidder happens to be a successful bidder, the Performance Security shall be furnished by Principal Company in currency of Contract or in equivalent US$. The Bid Security shall be forfeited in case of occurrence of any one of the conditions mentioned in the Bid Security Form of Section III "Bidding Forms".
</td></tr>
<tr><td>ITB 22.2</td><td>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid.</td></tr>
<tr><td colspan="2">D. Submission and Opening of Bids</td></tr>
<tr><td>ITB 23.1</td><td>Bidders shall have the option of submitting their bids "by hard copy mode only".</td></tr>
<tr><td>ITB 24.1</td><td>For bid submission purposes only, the Purchaser's address is:
Nepal Telecom,
Office of Chief Technical Officer, Central Procurement Department,
Bhadrakali, Kathmandu</td></tr>
<tr><td>ITB 24.1</td><td>The deadline for bid submission is:
Date: November 23, 2026.
Time: 12:00 Noon NST</td></tr>
<tr><td>ITB 24.1</td><td>If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last</td></tr>
</table>

	day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: **Place:** Nepal Telecom, Office of Chief Technical Officer, Central Procurement Department, Bhadrakali, Kathmandu **Date: November 23, 2026.** Time: **13:00 NST** The bidder representatives who are authorized in writing by the Bidder can only participate in Bid Opening. At most two bidder representatives can participate in bid opening. The Bidder's representative shall submit the authorization letter for participation in bid opening and shall sign on bid opening checklist evidencing their attendance.
E. Evaluation and Comparison of Bids	
ITB 37.1	The date for the selling exchange rate shall be date of Bid Opening i.e. **November 23, 2026**
ITB 38.1	Domestic preference shall apply and the application methodology shall be as stipulated in Section III (Evaluation and Qualification Criteria).
ITB 39.3 (a)	Bids will be evaluated lot by lot/package (may be multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITB 39.3 (e)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No (c) the cost of major replacement components, mandatory spare parts, and service: No (d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid: No (e) the projected operating and maintenance costs during the life of the equipment: No (f) the performance and productivity of the equipment offered: No
F. Award of Contract	

ITB 42.1	The maximum percentage by which quantities may be increased is: 0% The maximum percentage by which quantities may be decreased is: 0%
ITB 44.1	Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the Performance Security in an amount equal to 10 (ten) percent of the Bid Price in accordance with the Condition of Contract, issued by an "A" class Commercial Bank eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VIII (Contract Forms) or another form acceptable to the Purchaser. The successful bidder shall submit separate bank guarantee for Lease Service and Goods & Other Services. I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 10 (ten) percent of the bid price. II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 10% of Bid Price.** The bid price shall be amount of evaluated bid amount of Lot I - one year lease service for performance security of lease service and the evaluated bid amount of goods and other services for performance security of goods and other services. For the purpose of calculating performance security of lease service, the estimate amount of Lot I - one year lease service shall be considered and for the purpose of calculating performance security of good & other services, the total estimate amount of goods & other srvices shall be considered. **Performance Security of LOT II** Lot II Lease Service shall be provided by the Supplier as and when required by the Purchaser through a Purchase Order (PO). Upon issuance of a Lot II PO, the Supplier shall furnish Performance Security for the respective Lot II PO. The bid price shall be amount of evaluated bid amount of Lot II - one year lease service for performance security of lease service. For the purpose of calculation of Performance Security amount, the prices quoted in foreign currency exclusive of custom duties & VAT and the prices quoted in NPR inclusive of VAT shall be considered. The currency of the bank guarantee shall be in currency of contract or equivalent amount in USD. **The validity of the bank guarantee shall cover one month more than the warranty period as mentioned in Section GCC 27.**
ITB 45.2	The Employer shall affix a public notice on the result of the award on its notice board.
ITB 46.3	No application can be submitted before the Review Committee for review

	against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000)
ITB 46.9	The bidder, filling application pursuant to ITB 46.4, shall have to furnish a cash amount ot Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 43.1

End of Section II. Bid Data Sheet (BDS)

Section III. Evaluation and Qualification Criteria

The purpose of the Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Bids to determine the substantially responsive bid closest to the Average Bid Price. The Purchaser must prepare the EQC and include it as a part of the Bidding Document. The EQC is not a Contract document and, therefore, it is not a part of the Contract.

Table of Criteria

1. Evaluation Criteria

1.1 Technical Criteria

1.2 Domestic Preference

1.3 Economic Criteria

1.4 Multiple Contracts

2. Qualification Criteria

Evaluation Criteria

Criteria for Bid evaluation are to be determined case by case basis. Select from following the appropriate criteria according to the provisions specified in ITB 39. Retain only the relevant parameters and evaluation methods to apply corresponding to the retained criteria.

1.1 Technical Criteria

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

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the nonconforming items or components deducted.

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

1.2 Domestic Preference

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

If the bid closest to the Average Bid Price is a bid offering foreign goods, the next closest bid offering domestic goods that is up to 15% more expensive than the bid price of the bid offering foreign goods shall be selected for award.

For granting such preference, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is at least 30 percent.

1.3 Economic Criteria

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

calculation shall not be introduced.

Examples of such criteria appear below:

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

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

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

In such case, the following provision should be used:

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

1.3.1.2 Minor Omissions or Missing Items

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

(i) equal to the highest price quoted for the same item by the other Bidders

"Pursuant to Sub-Clause 33.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."

1.3.2 Adjustment for Deviations from the Terms of Payment

The Procuring Entity must state here whether deviations from the terms of payment as specified in Special Conditions of Contract, Sub-Clause 15.1, are permitted or not. If permitted, the Procuring Entity shall evaluate deviations from the terms of payment in the following manner. The Procuring Entity shall first evaluate the Bids based on the terms of payment specified in the Special Conditions of Contract, Clause 15.1. The Procuring Entity shall then add an adjustment to the Bid Price to take into account the differences in cash flows. The adjustment

shall be calculated as the discounted cash flow of the incremental payments of the alternative compared with those of the terms of payment specified by the Procuring Entity.

"Deviations from the Terms of Payment as specified in SCC 15.1 are not permitted."

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section V. Schedule of Requirements. The Procuring Entity must state here whether deviations from the specified Delivery and Completion Schedule are permitted or not. If permitted, the Procuring Entity shall evaluate deliveries by adding the corresponding price adjustment in accordance with the procedure outlined below.

"Deviations from the Delivery and Completion Schedule specified in Section V (Schedule of Requirements) are not permitted.

1.3.4 Operating and Maintenance Costs

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

Typical O&M cost factors for calculation are:

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

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

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

1.3.5 Spare Parts and after Sales Service Facilities

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

1.3.6 Performance and Productivity of the Goods

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in

Section V. Schedule of Requirements, and the corresponding value guaranteed by the Bidder in its Bid. Choose and insert one of the following:

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 39.3 (e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 39.3(e).

or

(ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 39.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 39.3 (e).

1.3.7 Specific additional Criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS sub clause 39.3(e)

1.3.7.1 **Goods and Related Services**

The bidder shall quote the price for Goods and Inland Services. The total quoted price for Goods and Inland Services shall not be less than Nine percent (9%) of the total annual Lease Service price of Lot I.

If the quoted price for Goods and Inland Services is less than Nine percent (9%) of the total annual Lease Service price of Lot I, the quoted price for Goods and Inland Services shall be increased to meet the minimum requirement by proportionately reducing the unit price of the Lease Service. The total evaluated bid price shall remain unchanged.

Note-1: If the bidder quotes less than the percentage as specified above in Clause No. 1.3.7.1 of this section, loading for evaluation shall not be performed. Only Unit price inter head absorption in accordance with the above provision shall be performed.

Note-2: Unit price inter head absorptions per above mentioned provision shall be performed at the time of contract document preparation.

1.3.7.2 Bandwidth rates for different lots

The Bidder shall quote the same unit rate per MHz per month for Ku-Band Space Segment Capacity under both Lot I and Lot II. For bid evaluation purposes, the quoted rates for each Lot shall be considered as submitted by the Bidder. If different unit rates are quoted, the lower quoted unit rate shall apply to both Lots for contract execution and payment throughout the contract period, including any extension or renewal period. No additional payment shall be admissible on the basis of the higher quoted rate.

1.4 Multiple Contracts (Not Applicable)

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

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

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

Qualification Criteria

Except Qualification Requirements mentioned as optional, which may be specified as per requirements, the Procuring Entity shall specify the following Qualification Requirements without any substantial deviation.

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Conflict of Interest					
No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
2.1.2 Government/DP Eligibility					
Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
2.1.3 Government-Owned Entity					
Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2
2.1.4 UN Eligibility					
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet
2.1.5 Nationality					
Nationality in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI – 2 with attachments
2.1.6 Other Eligibility					
Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

Business Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate ***(only for domestic bidders)***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/ evidence of time extension for the F/Y 081/82. ***(Only for domestic bidders)***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

2.2 Pending Litigation.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50 (Fifty) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form LIT - 1

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited balance sheets and income statements for the last three (3) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission
as the difference between total assets and total liabilities should be positive.					

2.3.2 Average Annual Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of USD 2.1 Million calculated as total payments received by the Bidder for supply contracts completed or under execution over the last three years.	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40% of the requirement	Form FIN – 2

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets[2], unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of USD 1.8 Million	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40 % of the requirement	Form FIN - 3

[2] Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

2.4 Experience

2.4.1 General Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor for at least the last three (3) years on the date of bid invitation.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP – 1

2.4.2 Specific Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
i. Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor in at least three (3) Contract (s) within the last three (3) years, with a value of at least USD 2.1 Million (total of all contracts) with nature, and complexity similar to the scope of supply described in Section V (Schedule of Requirements). ii. The Bidder shall have successfully provided satellite bandwidth services to at least three (3) customers/users, including at least one telecom operator located in at least two (2) countries. iii. The Bidder shall demonstrate proven technical experience in providing Ku-Band satellite bandwidth services. iv. In order to fulfill the requirement of this clause, Bidder shall submit user/client satisfactory performance certificates from telecom operators.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 2

Only the net amount shall be calculated after deducting the amount for VAT and such amount shall be adjusted to present value by applying wholesale price index of Nepal Rastra Bank.

2.4.3 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that: (i) The proposed satellite shall provide **Ku-Band footprint coverage throughout Nepal**. (ii) The proposed satellite shall have remaining design life or planned operational life of at least **one (1) year beyond the expiry of the Contract**. Satellites with life expiring in between the lease period shall not be acceptable, even with replacement deployment plan. (iii) The Bidder shall demonstrate legal access to the offered satellite bandwidth capacity through one of the following: (a) Ownership and operation of the satellite capacity; or (b) Valid capacity lease, authorization, or service agreement with the satellite operator or authorized satellite capacity provider. (iv) Where the Bidder is not the satellite operator, the Bidder shall submit: ❖ a valid agreement with the satellite operator demonstrating the availability of the required bandwidth for the Contract period and defining responsibilities for service continuity, technical support, and fault resolution; and ❖ a Satellite Service Authorization Letter issued by the satellite operator in the format specified in Section IV: Bidding Forms. (v) Where the Bidder itself is the satellite operator, documentary evidence confirming its status as the satellite operator shall be submitted, and the Satellite Service Authorization Letter shall not be required. (vi) The Bidder shall submit documentary evidence demonstrating compliance with the above requirements, including client references, satisfactory performance certificates, service contracts, satellite capacity authorization documents, or other evidence acceptable to the Purchaser.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 3

2.4.4 Production Capacity (Satellite Bandwidth Provision Capacity)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that it has the technical and operational capacity to provide the required Ku-Band satellite bandwidth capacity, coverage and related services as specified in Section V: Schedule of Requirements within the required delivery, installation and commissioning schedule. The Bidder shall demonstrate availability of adequate satellite capacity, network infrastructure, technical resources and operational arrangements required to ensure continuous service delivery throughout the Contract period. The Bidder shall provide evidence demonstrating: • Availability of required satellite bandwidth capacity; • Network operation and monitoring capability; • Technical support and fault management arrangements; • Availability of qualified technical resources; and • Capability to complete installation, integration, commissioning and service activation within the required schedule.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 4

Section III. Evaluation and Qualification Criteria