

REQUEST FOR PROPOSAL
RFP 01 F/Y 2066/67

**Monitoring and Evaluation of the Basic
Telecommunication Service Licensee of license no:- Basic
03 (Nepal Satellite Telecom Pvt. Ltd)**

October 2009

Section 1. Letter of Invitation

Nepal Telecommunications Authority
Bluestar Office Complex,
Tripureshwor, Kathmandu

Dear Mr./Ms

1. **Nepal Telecommunications Authority (NTA)** invites proposals to provide the consulting services on Monitoring and Evaluation of the Basic Telecommunication Service Licensee of license no:- Basic 03 (Nepal Satellite Telecom Pvt. Ltd) with the objective to supervise the implementation of the Roll out Obligation of the Licensee. More details on the services are provided in the **Terms of References**.
2. A firm/consultant will be selected under **Least Cost Selection (LCS)** method and procedures described in this RFP
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
4. Please inform us in writing at the following address before the closing date mentioned in this RFP
 - (a) Whether you will submit a proposal alone or in association which shall be in the form of a Joint Venture with joint and several liabilities.
5. NTA reserves all rights to accept or reject any or all proposals without assigning any reason whatsoever.

Yours sincerely,

Mr. Bhesh Raj Kanel
Chairman, Nepal Telecommunications Authority
Date :- 5th November 2009

Section 2. Instructions to Consultants

Definitions

- (a) “Client” means the agency with which the selected Consultant signs the Contract for the Services (i.e. NTA)
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Client’s country.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) "Licensee" means M/S Nepal Satellite Telecom Pvt. Ltd.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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- 1. Introduction**
- 1.1 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposals will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.2 Consultants should familiarize themselves with **site** conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal. Consultants should contact the Client's representative named in the Data Sheet to **fix appointments to visit** or to obtain additional information
- 1.3 **The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet**, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports (subject to availability & relevancy) .
- 1.4 **Consultants shall bear all costs associated with the preparation and submission of their proposals** and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest**
- 1.5 Client's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.5.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- Conflicting activities**
- (i) a. A consultant, who has been engaged by the Licensee to provide goods or works for a project, and any of its affiliates, shall be disqualified for this consultancy service. Conversely, overall objective of this consulting service is to supervise the implementation of the Roll out Obligation of the Licensee.
- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the

consultants.

Conflicting relationships

- (ii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the selection process for such assignment, or (ii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.5.3 No agency or current employees of the Client/Licensee shall work as Consultants. Recruiting former employees of the Client to work is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.5.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.6 It is the client's policy to require its implementing agencies, as well as Consultants under contracts, to observe the highest standard of ethics during the selection & execution of such contracts. In pursuance of this policy, the client:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving,

receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and

(d) will have the right to require that, a provision be included requiring Consultants to permit the client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the client.

1.7 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client overall objective of this consulting service is to supervise the implementation of the Roll out Obligation of the Licensee in accordance with the above para. 1.6. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.8 Consultants shall furnish information on commissions and

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- gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal** 1.9 Consultants may only submit one proposal. **If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.** However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity** 1.10 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. **During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal.** The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents within the time limit indicated in the Data Sheet before the proposal submission date. **Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet.** The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants, who have purchased the RFP document. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 **At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means.** The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

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- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.1), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) **A Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with other Consultant(s).** In case of such association the Consultant who is selected to perform the consultancy service shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) **The estimated number of Professional staff-months or the estimated budget for executing the assignment shall be shown in the Data Sheet, but not both.** However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.
 - (c) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- Language**
- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet.
- Technical Proposal Format and Content**
- 3.4 Consultants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). A page is considered to be one printed side of A4 or letter size paper.
- (a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who

participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Party as a corporation or as one of the major firms within a joint venture. **Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant**, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and facilities including: administrative support data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) **A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule.** Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. **The work plan should be consistent with the Work Schedule** (Form TECH-7 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (**Form TECH-6 of Section 3**).
- (f) A detailed description of the proposed methodology.

3.5 The Technical Proposal shall not include any financial information. **A Technical Proposal containing financial information may be declared non responsive.**

Financial Proposals

3.6 **The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The consultant shall propose the cost estimates for each of the activities**

mentioned in Annex 1 of Terms of Reference (Section 5), cost shall be inclusive of all the costs (engineers, support staff, reporting, team leader's contribution, transportation, overheads etc.).

- Taxes**
- 3.7 The Consultant shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but **they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.**
- 3.8 Consultants shall express the price of their services in Nepalese Currency. Consultants shall be required to state the portion of their price representing convertible currency if required for payment to any foreign personnel.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 3.10 The Data Sheet indicates how long the proposal must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The client will make its best effort to complete negotiations within this period. If the client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 (a) The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.1) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- (b) The Original Proposal shall contain a Bid Bond of NRs 500,000.00 (Nepalese Rupees Five Hundred Thousand only) OR US\$ 7,500.00 (United States Dollar Seven Thousand Five Hundred only) issued by a reputed Commercial Bank in the format given in Section 7, valid for 90 days from the closing date.**
- 4.2 **An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals.** The authorization shall be in the form of a written

power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a wax sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a wax sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and wax sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not wax sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate wax sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. **Any proposal received by the Client after the deadline for submission shall be rejected.**
- 4.6 **The Client shall open the Technical Proposal immediately after the deadline for their submission.** The envelopes with the Financial Proposal shall remain wax sealed and securely stored.

5. Proposal Evaluation

- 5.1 **From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal.** Any effort by Consultants to influence the Client in the

examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

**Evaluation of
Technical
Proposals**

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening
and Evaluation
of Financial
Proposals**

- 5.3 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants **whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.** The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. **The opening date should allow Consultants sufficient time to make arrangements for attending the opening.** Consultants' attendance at the opening of Financial Proposals is **optional.**
- 5.4 **Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend.** The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they are wax sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.5 **The Evaluation Committee will correct any computational errors.** When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **Prices shall be converted to a single currency (i.e. Nepalese Currency) using the selling rates of exchange, source and date indicated in the Data Sheet.**
- 5.6 From among the proposals which have obtained minimum score for the technical proposal, the Client shall prepare a Ranking after financial evaluation as per Para 5.5. The financially lowest proposal will be ranked as No. 1, the second lowest will be as No. 2 and so on. The Client shall

invite for the contract negotiation the consultant who secures first position in such Ranking.

- 6. Negotiations**
- 6.1 **Negotiations will be held at the date and address indicated in the Data Sheet.** The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. **Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.**
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “**Description of Services**”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. **The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.**
- Financial negotiations**
- 6.3 It is the responsibility of the Consultant, before starting financial negotiations, to contact the tax authorities to determine the tax amount to be paid by the Consultant under the Contract. **The financial negotiations will include a clarification (if any) of the firm’s tax liability,** and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- Availability of Professional staff/experts**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. **Before contract negotiations, the Client will require assurances that the Professional staff will be actually available.** The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the

- period of time specified in the letter of invitation to negotiate.
- Conclusion of the negotiations** 6.5 **Negotiations will conclude with a review of the draft Contract.** To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the next ranked Consultant for negotiation and so on.
- 7. Award of Contract** 7.1 The contract will be awarded following negotiations. After negotiations are completed, the client will promptly notify other consultants that were unsuccessful & upon request, return the unopened financial proposals of those consultants who did not pass the technical evaluation (para 5.2) .
- 7.2 **The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.**
- 7.3 **Before the signing of the contract, the consultant shall submit a performance Guarantee equivalent to 1.5 % of the contract Amount from a reputed commercial Bank. the format of such Performance Guarantee is given in Section 8.The validity of Performance Guarantee shall be one year.**
- The Performance Guarantee shall be forfeited by the client in the event that the Consultant fails to fulfil the obligation as specified in the Contract.**
- 8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.
- 9. Validity of the contract** 9.1 The validity of the contract awarded under this RFA shall be for one year period from the date of signing of the contract. However, The validity may be extended with mutual agreement.

DATA SHEET

Paragraph Reference	
	Name of the Client: <i>Nepal Telecommunications Authority (NTA)</i>
1.1	Financial Proposal to be submitted together with Technical Proposal: <i>Yes</i> Name of the assignment Monitoring and Evaluation of the Basic Telecommunication Service Licensee of license no:- Basic 03 (Nepal Satellite Telecom Pvt. Ltd) :
1.2	The Client's representative is: <i>Mr. Bhesh raj Kanel, Chairman, Nepal Telecommunications Authority (NTA)</i> Address: <i>Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal</i> Telephone: <i>977-1-4101030/31/32/33</i> Facsimile: <i>977-1-4101034</i> E-mail: chairman@nta.gov.np , ntra@nta.gov.np
1.3	The Client will provide the following inputs and facilities: <ul style="list-style-type: none"> ▪ <i>For foreign personnel of the consultant, Assistance in obtaining visa and permits needed to carry out the services in Nepal.</i> ▪ <i>Facilitate access to Reports, Information's, Data's etc subject to availability.</i>
1.10	Proposals must remain <i>valid 90 days after the submission date, i.e. until: 10th March 2010</i>
2.1	Clarifications may be requested <i>not later than 15 days</i> before the submission date. The address for requesting clarifications is: <i>Nepal Telecommunications Authority (NTA)</i> Address: <i>Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal</i> Telephone: <i>977-1-4101030/31/32/33</i> Facsimile: <i>977-1-4101034</i> E-mail: chairman@nta.gov.np , ntra@nta.gov.np
3.1	Proposals shall be submitted in the following language: <i>English</i>
3.3	Technically Qualified Consultants may associate with selected Consultant: <i>Yes</i> <i>Estimated Budget is NRs 2,000,000.00</i>
3.4	The format of the Technical Proposal to be submitted is: <i>Full Technical Proposal (FTP)</i>

3.8	The consultant to state local cost in the national currency: <i>Yes</i>
4.1	<p>Bid Bond: The Original Proposal shall contain a Bid Bond of NRs 500,000.00 (Nepalese Rupees Five Hundred Thousand only) OR US\$ 7,500.00 (United States Dollar Seven Thousand Five Hundred only) issued by a reputed Commercial Bank in the format given in Section 7, valid for 90 days from the closing date.</p>
4.3	<p>Consultant must submit the <i>Original and Two Additional Copies of the Technical Proposal and the Original of the Financial Proposal.</i></p> <p><i>Technical Proposal and Financial Proposal shall be placed in separate envelopes each wax sealed and clearly marked "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" respectively and warning with "Confidential, Do Not Open, Except in Presence of the Evaluation Committee."</i></p>
4.5	<p>The Proposal submission address is: <i>Nepal Telecommunications Authority (NTA), Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal</i></p> <p>Proposals must be submitted no later than the following date and time: 10th December 2010 1500 Hrs.</p>
5.2	<p>Criteria, sub-criteria, and point system for the Full Technical Proposal (FTP) evaluation are:</p> <ol style="list-style-type: none"> 1. Specific experience of the consulting firm related to the assignment – 10 <ul style="list-style-type: none"> • Experience in preparation of monitoring, evaluation and certification method to evaluate the progress of Rural Utility Projects – 10 (2*5 Years) 2. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference –30 <ul style="list-style-type: none"> • Methodology proposed – 15 • Responsiveness to ToR -10 • Work Plan - 5 3. Qualification and experience of Key Staffs – 60 <ul style="list-style-type: none"> • Team Leader/ Monitoring and Evaluation Consultant – 30 (Education:- Graduate 8 + Additional degree 2) (General experience:- 0.5*10 Years) (Specific Experience in Nepalese Rural Environment:- 2*5Years) (Experience as Team Leader 1*5 projects) • Monitoring Consultant -30 (Education:- Graduate 8 + Additional degree 2)

	<p>(General experience:- 0.5*10 Years)</p> <p>(Specific Experience in Nepalese Rural Environment:- 2*5Years)</p> <p>(Experience as Team Leader/Project Associate 1*5 projects)</p> <p>Note: Minimum Technical Score (St) as described in 5.2 of Section 2 is 50 & the applicant who secures more than 50 marks in the Technical Evaluation will be eligible for the evaluation of the Financial Bid.</p>
5.5	<p>The single currency for price conversions is: <i>Nepalese Rupees (NRs.)</i></p> <p>The source of official selling rates is: <i>Nepal Rastra Bank, Foreign Exchange Department</i></p> <p>The date of exchange rates is: <i>The last date of submission of the proposals.</i></p>
6.1	<p>Expected date and address for contract negotiations: <i>January 2010</i></p> <p>Address: <i>Nepal Telecommunications Authority (NTA), Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal</i></p>
7.2	<p>Expected date for commencement of consulting services:</p> <p><i>Within 5 days of signing the contract at NTA office, Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal</i></p>
7.3	<p>Performance Guarantee:</p> <p>Before the signing of the contract, the consultant shall submit a Performance Guarantee equivalent to 1.5 % of the contract Amount from a reputed commercial Bank. The format of such Performance Guarantee is given in Section 8.</p>
9.1	<p>Validity of Contract:</p> <p>The validity of the contract awarded under this RFA shall be for one year period from the date of signing of the contract. However, The validity may be extended with mutual agreement.</p>

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and Facilities to be provided by the Client
 - A On the Terms of Reference
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Nepal Telecommunications Authority (NTA),
Bluestar Office Complex, Tripurehwor,
Kathmandu, Nepal.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Monitoring and Evaluation of the Basic Telecommunication Service Licensee of license no:- Basic 03 (Nepal Satellite Telecom Pvt. Ltd) in accordance with your Request for Proposal dated....., 2008 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal wax sealed under a separate envelope.

We have enclosed herewith a Bid Bond of NRs 500,000.00 (Nepalese Rupees Five Hundred Thousand only) OR US\$ 7,500.00 (United States Dollar Seven Thousand Five Hundred only) issued by a reputed commercial Bank in the format given in section 7, valid for 90 days from the closing date.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant, if applicable]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.10 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use about 10 pages.]

Assignment name:	Approx. value of the contract
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 20 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH 7.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Firm *[Insert name of firm proposing the staff]:* _____

3. Name of Staff *[Insert full name]:* _____

4. Date of Birth: _____ **Nationality:** _____

5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. Membership of Professional Associations: _____

7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. Areas of Work Experience: *[List countries where staff has worked in the last ten years]:* _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH- 7 WORK SCHEDULE

N°	Activity ¹	Months ²													
		1	2	3	4	5	6	7	8	9	10	11	12	N	
1															
2															
3															
4															
5															
n															

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 2 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations, according to the indications provided under para. 6.3 of Section 2.]

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Nepal Telecommunications Authority,
Bluestar Office Complex, Tripureshwor,
Kathmandu, Nepal.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Monitoring and Evaluation of the Basic Telecommunication Service Licensee of license no:- Basic 03 (Nepal Satellite Telecom Pvt. Ltd) in accordance with your Request for Proposal dated 2009 and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all taxes including income tax..

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.10 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 SUMMARY of Costs

S.No.	Activity	Total Amount (In Currency)	Remarks
1	Physical verification of an establishment of Network in MWDR		
2	Cost of Visit to 100 VDC's listed in FORM FIN 3 (name of VDC)		
3	Cost of Online verification of 197 VDC's*		
4	Cost of verification of an establishment of the network capacity to avail 50% on demand telephone service		
5	Report Production		
6	Overheads		
7	Any other Cost		
	Grand Total		

* If the number varies the payment shall be made in pro rata basis.

**FORM FIN-3 BREAKDOWN OF COSTS ASSOCIATED
WITH EACH OF THE 273 VDC'S**

Central Development Region (CDR)			
S No.	District / VDC	Amount (In Currency)	Remarks
1	<i>Bargaun</i>		
2	<i>Theha</i>		
3	<i>Dandaphaya</i>		
4	<i>Hepka</i>		
5	<i>Syada</i>		
6	<i>Khagalgaun</i>		
7	<i>Limi</i>		
8	<i>Muchu</i>		
9	<i>Chhipra</i>		
10	<i>Kharpunath</i>		
11	<i>Lali</i>		
12	<i>Barahagaun</i>		
13	<i>Raya</i>		
14	<i>Sarkideoo</i>		
15	<i>Saya</i>		
16	<i>Gothi</i>		
17	<i>Melchham</i>		
18	<i>Rodikot</i>		
19	<i>Darma</i>		
20	<i>Mimi</i>		
21	<i>Shreemasta</i>		
22	<i>Jair</i>		
23	<i>Kalika</i>		
24	<i>Shrinagar</i>		
25	<i>Madana</i>		
26	<i>Maila</i>		
27	<i>Talium</i>		
28	<i>Chumchaur</i>		
29	<i>Dillichaur</i>		
30	<i>Guthichaur</i>		
31	<i>Patarasi</i>		
32	<i>Gajyangkot</i>		
33	<i>Kartikswami</i>		

34	<i>Haku</i>		
35	<i>Lamra</i>		
36	<i>Tanti</i>		
37	<i>Lihi</i>		
38	<i>Mahadev</i>		
39	<i>Malika</i>		
40	<i>Badaki</i>		
41	<i>Kalika</i>		
42	<i>Mahabe</i>		
43	<i>Dhap</i>		
44	<i>Khanigaun</i>		
45	<i>Narakot</i>		
46	<i>Kanakasundari</i>		
47	<i>PandaSagupha</i>		
48	<i>Bumramadichaur</i>		
49	<i>Malikabota</i>		
50	<i>Patmara</i>		
51	<i>Majphal</i>		
52	<i>Pahada</i>		
53	<i>Sun</i>		
54	<i>Tripurakot</i>		
55	<i>Lhan</i>		
56	<i>Liku</i>		
57	<i>Kalika</i>		
58	<i>Narku</i>		
59	<i>Sarmi</i>		
60	<i>Kaigaun</i>		
61	<i>Rimi</i>		
62	<i>Phoksundo</i>		
63	<i>Raha</i>		
64	<i>Bhije</i>		
65	<i>Saldang</i>		
66	<i>Tinje</i>		
67	<i>Dho</i>		
68	<i>Launa</i>		
69	<i>Shahatara</i>		
70	<i>Chharka</i>		
71	<i>Mukot</i>		
72	<i>Pakha</i>		
73	<i>Nanikot</i>		
74	<i>Mehalmudi</i>		

75	<i>Mumra</i>		
76	<i>Kumalgaun</i>		
77	<i>Malkot</i>		
78	<i>Rupsa</i>		
79	<i>Gela</i>		
80	<i>Mugraha</i>		
81	<i>Chhapre</i>		
82	<i>Odanaku</i>		
83	<i>Jubika</i>		
84	<i>Ranchuli</i>		
85	<i>Dholagoha</i>		
86	<i>Khin</i>		
87	<i>Thirpu</i>		
88	<i>Pina</i>		
89	<i>Magri</i>		
90	<i>Rowa</i>		
91	<i>Ruga</i>		
92	<i>Pulu</i>		
93	<i>Dolphu</i>		
94	<i>Kimari</i>		
95	<i>Jim</i>		
96	<i>Mihi</i>		
97	<i>Natharpu</i>		
98	<i>Phatu</i>		
99	<i>Dhen</i>		
100	<i>Kalai</i>		
101	<i>Hayanglu</i>		
102	<i>Kotdada</i>		
103	<i>Sukhadhik</i>		
104	<i>Seri</i>		
105	<i>Shreekot</i>		
106	<i>Gumtha</i>		
107	<i>Khamale</i>		
108	<i>Syuja</i>		
109	<i>Hasipur</i>		
110	<i>Rajpur</i>		
111	<i>Kalaphanta</i>		
112	<i>Narenapur</i>		
113	<i>Gangapur</i>		
114	<i>Phattepur</i>		
115	<i>Belwa</i>		

116	<i>Taratal</i>		
117	<i>Shivapur</i>		
118	<i>Manau</i>		
119	<i>Bhimmapur</i>		
120	<i>Nayagaun</i>		
121	Khara		
122	Rugha		
123	Chokhawang		
124	Sankha		
125	Syalapakha		
126	Pipal		
127	Pokhara		
128	Pwang		
129	Sisne		
130	Hukam		
131	Jang		
132	Ranmamaikot		
133	Kakri		
134	Kol		
135	Ransi		
136	Chunwang		
137	Kanda		
138	Mahata		
139	Marwang		
140	Arma		
141	Chhiwang		
142	Kholagaun		
143	Kotjahari		
144	Nuwakot		
145	Garayala		
146	Ghetma		
147	Purtimdanda		
148	Simli		
149	Aathbis Dandagaun		
150	Gotamkot		
151	Syalagadi		
152	Bafikot		
153	Duli		
154	Jhula		
155	Dhawang		
156	Hawama		

157	Jalpokhari		
158	Jedwang		
159	Masina		
160	Ares		
161	Gam		
162	Harjang		
163	Pang		
164	Siuri		
165	Jaimaksala		
166	Kureli		
167	Mirul		
168	Rangkot		
169	Rangsi		
170	Pachhawang		
171	Rak		
172	Ot		
173	Pakhapani		
174	Bhawang		

175	Jankot		
176	Kareti		
177	Korchawang		
178	Kotgaun		
179	Garigaun		
180	Nuwagaun		
181	Dubidanda		
182	Dubring		
183	Sakhi		
184	KaSrechaur		
185	Luxmipur		
186	Dandagaun		
187	Dhime		
188	Phalbang		
189	Rim		
190	Sarapani Garchha		
191	Sinwang		
192	Lekhpokhara		
193	Kubhindedaha		
194	Majhakanda		
195	Nigalchuli		

196	Bajhakanda		
197	Chadekareni		
198	Banagadbame		
199	Dharijipal		
200	Mulkhola		
201	Badagaun		
202	Jimali		
203	Swikot		
204	Dhakadam		
205	Darmakot		
206	Kotmola		
207	Kotwara		
208	Pipalneta		
209	Shivarath		
210	Kashikadh		
211	Dwari		
212	Naumule		
213	Bidhyabasini		
214	Goganpani		
215	Lalikada		
216	Baraha		
217	Khadkabada		
218	Seri		
219	Badlamji		
220	Nepa		
221	Padukasthan		
222	Chamundasthan		
223	Jamkukandh		
224	Lyanti		
225	Satala		
226	Sigodi		
227	Pipalkot		
228	Tilepata		
229	Tolijesi		
230	Punma		
231	Bhur		
232	Paink		
233	Laha		
234	Sakala		
235	Bhagwatitol		
236	Ragda		
237	Nayakabada		
238	Ramidanda		

239	Rokayagaun		
240	Daha		
241	Majhakot		
242	Sakiyakortang		
243	Salma		
244	Sima		
245	Archhani		
246	Garkhakot		
247	Padaru		
248	Talegaun		
249	Belbas		
250	Kochiwang		
251	Sari		
252	Gothiwan		
253	Udyapurkot		
254	Markawang		
255	Dangwang		
256	Hansapur		
257	Chuja		
258	Arkha		
259	Rajwara		
260	Ligha		
261	Dandakhali		
262	Kaprichaur		
263	Khanikhola		
264	Kafalkot		
265	Matela		
266	Pamka		
267	Rajena		
268	Ranibas		
269	Pokhari kanda		
270	Tatopani		
271	Betam		
272	Ghatgaun		
273	Lagam		

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost (Currency)
	Per diem allowances	Day	
	Allowances provided to the participants of Workshops	Day	
	International flights ¹	Trip	
	Shipment of personal effects	Trip	
	Miscellaneous travel expenses	Trip	
	Rental Charges for conducting Training/workshops		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Office rent, clerical assistance		
	Local transportation costs		
	Training of the Client's personnel		

1 Indicate route of each flight, and if the trip is one- or two-ways.

Section 5.

Terms of Reference

Consultant for Monitoring and Evaluation of the Basic Telecommunication Service Licensee of license no:- Basic 03 (Nepal Satellite Telecom Pvt. Ltd)

1. Introduction

The purpose of Basic Telecommunications Service in Nepal license Basic No. 03 is to provide Basic Telecommunications Services in all areas of Nepal, but obligating the licensee to start its service in the Mid-Western Development region of the country and progressively expanding such services to other regions of the country after fulfilling specified roll out obligations.

The overall objective of this consulting service is to supervise the implementation of the Roll out Obligation of the Licensee.

It can be assumed that the major part of the places, where the telecom service needs to be provided, will be in remote areas. Moreover, most of the areas in hilly and mountainous ecological zones may require climbing across the hills and mountains. Hence, it is necessary that the professionals assigned to this job must be physically fit and willing to travel.

2. Scope of Work

2.1. Monitoring and Evaluation

2.1.1 The consultants shall establish a method to monitor and evaluate the implementation of Basic Telecommunication service. In particular, the consultant shall:

- Design and upon approval from NTA, implement an audit and certification process to monitor the roll out obligation of the Licensee.
- Develop a process with design of format to monitor and evaluate the progress of the Licensee.
- Establish a mechanism to report on the progress achieved by the Licensee in meeting its roll out obligation to NTA, so that NTA can take timely and appropriate regulatory action.
- Suggest any changes required for the smooth implementation of similar projects in future.

2.1.2 The consultant will carry out the above tasks in order to ensure that

- The Licensee complies with the network roll out obligations as stipulated in the license. The network roll out obligation is mentioned in Annex-1.

- The Licensees' network meets the Quality of Service parameters mentioned in Annex-2.

3 Qualification:

The Consultant is expected to be a firm or joint ventures and will be selected based on its experience and capacity in carrying out this type of work.

Its knowledge of, and experience in the telecommunications sector, particularly in Rural Network installation and testing, will be most important. The consultant's team should consist of key personnel with skills and experience (as specified in following clause 3.1, 3.2 & 3.3).

3.1 Team Leader

- A minimum of Bachelor degree or equivalent
- Minimum experience of 10 years in Project leadership/monitoring/evaluations/research etc.
- Experience of Rural Infrastructure Projects
- Understanding of contractual matters, specifications/terms for certification.

3.2 Monitoring Consultant:

- A telecommunications/electronics engineering graduate with minimum of 5 years of experience.
- Conversant with the installation, operation and monitoring of telecom installation in Nepal, especially in rural areas.
- Be in good health and physically fit to travel on foot to the remote areas.

3.3 Field Engineer (at least 2)

- A telecommunications/electronics engineering graduate
- Be in good health and physically fit to travel on foot to the remote areas.
- Field engineer shall be on full time basis.

***No personnel shall be changed without consent of NTA.**

4. Time Frame

The licensee is scheduled to complete its First Phase of work over a period of 21 months from the award of the license (i.e. 2064.11.05)

5. Working Mechanism

a. Physically verify an establishment of the Network in the MWDR. Such Network shall consist at least of Switching Network, Transmission Network and Access Networks,

-
- b. Although the consultant is required to monitor the installation and coming into operation of the Telephone Lines and gauge the QOS in 273 VDC's, it's personnel shall only be visiting 100 sample sites.
 - c. After receiving notification from the licensee on completion of installation and operation of adequate number of telephone lines in the VDC's NTA will provide a randomly sampled list of VDC's (not less than 30) where the consultants is required to visit & prepare detailed monitoring report. The visiting team shall comprise of not less than 2 persons (Monitoring consultant and/or field engineer)
 - d. In a similar manner after receiving notification from NTA the consultant will undertake further visits upto the total number of VDC reaches 100.
 - e. After completion of installation in all 273 VDC's the consultant shall perform online monitoring of remaining 173 VDC's from Kathmandu & verify the operational status of the telephone lines & gauge the quality of the network subjectively.
 - f. Consultant should draw network topology distinctly showing the location of installation & Traffic in order to verify Commissioning of the licensee's Network with the capacity to avail "On Demand" telephone services in at least 50 % of the VDC(s) and 50% of the Municipalities of the MWDR.

6. Deliverables

Based on the tasks described above, the consultants shall deliver the following:

- a. An inception report at the end of the first month of the assignment.
The inception report should include a format of the certification process and a format of monitoring and evaluating the progress of the licensee.
- b. Certifications of the completion of each of the milestones as stipulated in the Roll out Obligation of the licensee, as shown in Annex 1 (section 5)
- c. Above certification will also include that the Quality of Service and Service Availability Conditions are acceptable.
- d. Categorization of service quality parameters which cannot be compromised.
- e. A Completion Report.

7. Force Majeure

“Force Majeure Event” means circumstances, which are beyond the control and proper responsibility of the consultant. By way of illustration, the following circumstances are agreed to be properly characterized as events of “force majeure”: flood, fire, earthquake, hurricane and other acts of God; war, military actions, civil war, guerrilla or terrorist actions, including all measures limiting the free movement of foreigners and their performance of activities; failure of public utilities, such as electrical power, natural gas and water, or transportation systems; and acts by a governmental or executive body which obstruct performance by the consultant

if NTA provides written confirmation that one or more events of force majeure prevented the supervision of an implementation of the Roll out Obligation of the Licensee, then the obligations of the consultant shall be modified accordingly; provided, however, that the responsibility of the consultant for supervision of an implementation of the Roll out Obligation of the Licensee shall remain intact during the tenure of the contract, on improvement of the conditions giving rise to the event of force majeure.

Network Roll-out Requirements for Basic Telecommunications Service:

The roll-out requirement shall be in three phases as mentioned hereunder. Only upon the completion of preceding phase the licensee can proceed to the next phase in consecutive succession.

B. First Phase

The first phase shall commence from the effective date of the license and shall be completed within 15 months. This phase consists of the following works:

- a) Establish Network in the MWDR. Such Network shall consist at least of Switching Network, Transmission Network and Access Networks,
- b) Install and operate at least two telephone lines in each of the VDC(s) listed in the License,
- c) Commission the Network with the capacity to avail "On Demand" telephone services in at least 50 % of the VDC(s) and 50% of the Municipalities of the MWDR.

C. Second Phase

This phase shall be completed within 30 months from effective date of the license. This phase consists of the following works which can be carried out only after the NTA is satisfied that the licensee has fulfilled the Network Roll-out Requirements earmarked for First Phase.

- a) Extend its service simultaneously in the FWDR and WDR in such a way that both the VDC(s) and Municipalities are served in equal proportions in both Regions.
- b) Expand the network aimed at achieving "On Demand" telephone service availability in all the VDC(s) and Municipalities of MWDR.
- c) Expand the network to avail "On Demand" telephone services in 50% of the VDC(s) and 50% of the Municipalities of the FWDR and WDR.

For the purpose of achieving the roll-out requirement, "On Demand" availability of telephone services shall be understood to mean that the licensee shall have achieved network capability of making available telephone lines to 99% of reasonable demand within a period of two weeks, unless it is restricted by topographical or network constraints, which if applicable, the licensee shall be obliged to respond in writing to such demand, such response explaining the

constraints and specifying the time period and other conditions which could overcome to meet the demand.

If one or more events of force majeure prevented the installation, activation or operation of some of the access lines required under Roll out Obligation, then the Network Roll out Obligation shall be modified accordingly; provided, however, that the responsibility of the operator for the installation, activation and operation of the telephone lines shall remain intact during the tenure of the licence, on improvement of the conditions giving rise to the event of force majeure.

"Activation of a telephone line" – For the purpose of these roll-out requirements, a telephone line shall be considered to be activated when NTA verifies that :

- incoming and outgoing local, domestic long distance (STD) and international (ISD) service can be obtained from the line/PCO(s); and
- The Quality of Service criteria for call completion identified in Annex-2 below is satisfied.

QUALITY OF SERVICE PARAMETERS AND BENCHMARKS of MWDR**1. QoS parameters/benchmarking for Basic telephone service based on wire line**

S. No.	Parameters	Benchmarks	Averaged over a period of
1.	Provision of a telephone after registration of demand	100 % cases in < 5 <i>working</i> days, subject to technical feasibility	One quarter
Network Performance:			
2	Call Completion Ratio (CCR)	> 45 %	One Quarter
3	Grade of Service (GOS)	< 1 %	One quarter
4	Point of Interconnection (Pol) Congestion	<1 %	
5	Response Time to the customer for Assistance i) % of calls answered (electronically) (IVR): Within 30 Sec. Within 60 Sec. ii) % of calls answered by operator (voice to Voice): Within 60 Sec. Within 90 Sec.	80% 95% 80% 90%	One quarter
6	Customer care Promptness in attending to customers request (95% of request) • Line Shifting ¹ • Service Disconnection* • Additional Facility	< 5 Working Days By next working Day By next working Day	
Fault Incidence and Repair:			
7	Fault Incidences (No. of Faults/ 100 subscribers/ month)	<8	One quarter
8	Fault Repair: Fault cleared within • 24 Hours • 48 Hours	80%	One quarter
		95%	

¹ Subject to technical feasibility & upon clearance of all payable dues.

*Time taken to disconnect service technically but it does not take into account the time for the adjustment of relevant dues/fee

	• 72 Hours	99%	
	• more than 72 Hours	100%	
Billing Complaints and Redressal:			
9	Billing Complaints per 1000 bills issued	< 1	One quarter
10	% of billing complaints cleared within a month.	>99%	One quarter
Customer Perception regarding the services:			
11	% of customers satisfied with the network performance, reliability and availability.	>90%	
12	% of customers satisfied with the provision of service.	>90%	
13	% of customers satisfied with billing performance.	>85%	
14	% of customers satisfied with the help/ enquiry services.	>85%	
15	% of customers satisfied with the maintainability.	>90%	
16	% of customers satisfied with the offered supplementary services	>90%	

Definitions of QoS parameters

- (a) **Network Performance:** Network Performance is the most important QoS parameter for measurement of quality of a Telecom Operator. Poor performance of a telecom network would induce customer complaints and faults, thereby leading to customer dissatisfaction towards the operator. The Network Performance parameter is further subdivided into the following:
- (i) **Service Access Delay:** Service Access Delay is defined as “the time between the last dialed digit and getting the ring back tone”.
 - (ii) **Call Completion Ratio:** Call Completion Ratio (CCR) is defined as “the ratio of number of completed calls to the number of call attempts”.
 - (iii) **Grade of Service:** Grade of Service (GoS) is defined as “the probability of call failure over the junctions between switches due to non availability of junctions”.
 - (iv) **Point of Interconnection (PoI) congestion:** PoI congestion is defined as “the ratio of calls failed over the PoI (between two operators/ licensees)”.

due to unavailability of free circuits to the total call requests for seizure of Pol circuit”.

Note: It is to be noted that all the measurements of performance parameters should be carried out during the “Time Consistent Busy Hour (TCBH)”. TCBH is defined as “the one hour period starting at the same time each day for which the average traffic of resource group is greatest over the days under consideration”. ITU recommends analysis of 90 days to establish TCBH. Further, the above parameters are to be measured by the operators within their own network (within a single exchange in case of wire line networks). In view of the variety of different systems in use at the different exchanges, it has determined that for the present time, measurements of all the parameters for the wire line networks shall be limited to the Parent Exchanges alone.

2. QoS parameters along with the benchmarking for Basic Telephone Service based on WLL Technology/Wireless Telecommunications based Limited Mobility Service

S. No.	Parameters	Benchmarks	Averaged over a period of
Network Performance:			
1	Service Access Delay	< 15 Sec	Sample of 1000 calls over a period of one quarter
2	Call Set-up Success Rate	>90%	One Quarter
3	Call Drop Ratio	<3%	
4	Point of Interconnection (Pol) Congestion	<1%	
5	Response Time to the customer for Assistance i) % of calls answered (electronically) (IVR): Within 30 Sec. Within 60 Sec. ii) % of calls answered by operator (voice to Voice): Within 60 Sec. Within 90 Sec.	80% 95% 80% 90%	One Quarter
Customer Care:			
6	Promptness in attending to customers request (95% of request) • Service Disconnection	By next working Day	One quarter

	• Additional Facility	By next working Day	
Billing Complaints and Redressal:			
7	Billing Complaints per 1000 bills issued per month	< 1	One quarter
8	% of billing complaints cleared within a month.	>99%	One quarter
Customer Perception regarding the services:			
9	% of customers satisfied with the network performance, reliability and availability.	>90%	
10	% of customers satisfied with the provision of service.	>90%	
11	% of customers satisfied with billing performance.	>85%	
12	% of customers satisfied with the help/ enquiry services.	>85%	
13	% of customers satisfied with the maintainability.	>90%	
14	% of customers satisfied with the offered supplementary services	>90%	
15	Overall Customer Satisfaction	>90%	

Definitions of QoS parameters

- (a) **Network Performance:** Network Performance is the most important QoS parameter for measurement of quality of a Telecom Operator. Poor performance of a telecom network would induce customer complaints and faults, thereby leading to customer dissatisfaction towards the operator. The Network Performance parameter is further subdivided into the following:
- (i) **Service Access Delay:** Service Access Delay is defined as “the time between the pressing of send button and getting ring back tone”.
 - (ii) **Call Setup Success Ratio:** Call Setup Success Ratio (CSSR) is defined as “the ratio of established calls to call attempts”. Established calls means the following events have happened in call set up: Call attempt is made within the service area and call is routed to the onwards path from the concern switch (MSC in case of wireless networks).

- (iii) **Call Drop Ratio:** Call Drop Ratio is defined as “the ratio of calls lost after establishment to all established calls”. This includes calls dropped due to failure of handover, radio loss and network congestion.
- (iv) **Point of Interconnection (Pol) congestion:** Pol congestion is defined as “the ratio of calls failed over the Pol (between two operators/ licensees) due to unavailability of free circuits to the total call requests for seizure of Pol circuit”.

Note: It is to be noted that all the measurements of performance parameters should be carried out during the “Time Consistent Busy Hour (TCBH)”. TCBH is defined as “the one hour period starting at the same time each day for which the average traffic of resource group is greatest over the days under consideration”. ITU recommends analysis of 90 days to establish TCBH.

Evaluation Criteria and its numbers

1. Specific experience of the consulting firm related to the assignment – 10

- Experience in preparation of monitoring, evaluation and certification method to evaluate the progress of Rural Utility Projects – **10** (2*5 Years)

2. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference –30

- Methodology proposed – **15**
- Responsiveness to ToR -**10**
- Work Plan - **5**

3. Qualification and experience of Key Staffs – 60

- Team Leader/ Monitoring and Evaluation Consultant – **30**

(Education:- Graduate 8 + Additional degree 2)

(General experience:- 0.5*10 Years)

(Specific Experience in Nepalese Rural Environment:- 2*5Years)

(Experience as Team Leader 1*5 projects)

- Monitoring Consultant -**30**

(Education:- Graduate 8 + Additional degree 2)

(General experience:- 0.5*10 Years)

(Specific Experience in Nepalese Rural Environment:- 2*5Years)

(Experience as **Team Leader** /Project Associate 1*5 projects)

Note: The proposal who secures more than 50 marks in the Technical Evaluation will be eligible for the evaluation of the Financial Bid.

Section 6 Standard Forms of Contract

CONTRACT FOR CONSULTANTS' SERVICES

Lump sum

between

**Nepal Telecommunications Authority (NTA)
Bluestar Office Complex, Tripureshwor, Kathmandu, Nepal**

and

[name of the Consultant]

Dated: _____

I. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[*Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).*]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any these appendices are not used the words "Not Used" should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services	_____
Appendix B: Reporting Requirements	_____
Appendix C: Key Personnel and Sub-Consultants	_____
Appendix D: Breakdown of Contract Price in Foreign Currency	_____
Appendix E: Breakdown of Contract Price in Local Currency	_____
Appendix F: Services and Facilities Provided by the Client	_____
Appendix G: Minutes of Negotiations Meetings	_____

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the

GC may be amended or supplemented.

- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4 Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

“Force Majeure ” means circumstances which are beyond the control and proper responsibility of the consultant. By way of illustration, the following circumstances are agreed to be properly characterized as events of “force majeure”: flood, fire, earthquake, hurricane and other acts of God; war, military actions, civil war, guerrilla or terrorist actions, including all measures limiting the free movement of foreigners and their performance of activities; failure of public utilities, such as electrical power, natural gas and water, or transportation systems; and acts by a governmental or executive body which obstruct performance by the consultant.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has

taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause,

"corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent Practice" means a misrepresentation of the facts in order to influence a selection process or the execution of a contract to the detriment of the client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish, prices at artificial non-competitive levels & to deprive the client of the benefits of free & open competition"

- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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- 2.6.2 By the Consultant** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.	The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	<p>Neither the consultant nor their sub-consultants nor the personnel shall engage, either directly or indirectly, in any of the following activities:-</p> <p>a. During the term of this contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this contract, or</p> <p>b. After the termination of this contract, such other activities as may be specified in the SC.</p>
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client if so required by the Client as the case may be.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in

Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be. However, the payment of an Income Tax is the liability of the consultant, hence shall not be considered for an adjustment.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as

provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due..
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<i>The words “in the Government’s country” are amended to read “in Nepal”.</i>
1.3	The language is <i>English</i>
1.4	<p>The addresses are:</p> <p>Client: <i>Nepal Telecommunications Authority (NTA)</i> Attention: <i>Chairman, NTA</i></p> <p>Telephone: <i>977-1-4101030/31/32/33</i></p> <p>Facsimile: <i>977-1-4101034</i></p> <p>E-mail: <i>E-mail: chairman@nta.gov.np, ntra@nta.gov.np</i></p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.6	<p>The Member in Charge is <i>[insert name of member]</i></p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: <i>Mr. Bhesh raj Kanel, Chairman, NTA</i></p> <p>For the Consultant: _____</p>

<p>1.8</p>	<p>The Consultant, the Sub-Consultants and the Personnel shall be liable for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that: <ul style="list-style-type: none"> (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.
<p>2.1</p>	<p><i>The Effective Date means the date of the signing of the contract or such other time period as parties may agree in writing.</i></p>
<p>2.2</p>	<p><i>The date for the commencement of Services is: Not later than the 5 days after the effective date or such other time period as parties may agree in writing.</i></p>

2.3	The time period shall
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum of an amount equivalent to the Contract Price.</p> <p>(b) Third party motor vehicle liability: insurance in respect of motor vehicles operated in Nepal by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of death (NRs. 500,000.00) and Injury (NRs. 200,000.00) per occurrence.</p> <p>(c) Third Party liability insurance, with a minimum coverage of NRs. 1,000,000.00.</p>
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	<i>Not Applicable.</i>
6.2(a)	The amount in foreign currency or currencies is:
6.2(b)	The amount in local currency is: equivalent to NRs.....

6.4

The accounts are:

for foreign currency or currencies: *[insert account]*for local currency: *[insert account]*

Payments shall be made according to the any of the following schedule in the lump-sum basis:

Schedule 1

- (a) Twenty (20) percent of the Contract Amount shall be paid on the commencement date against the submission of Bank Guarantee for the same.
- (b) Ten (10) percent of the Contract Amount shall be paid upon submission of the inception report (describing the methodology for conducting the assignment) satisfactory to the Client.
- (c) Twenty (25) percent of the Contract Amount shall be paid upon submission of Interim Report (Certification of completion of Milestones)satisfactory to the Client .
- (d) Forty (25) percent of the Contract Amount shall be paid upon submission of the draft final report satisfactory to the Client.
- (e) Twenty (20) percent of the Contract amount shall be paid upon approval of the final report satisfactory to the Client

The bank guarantee shall be released when the total payments reach fifty (50) percent of Lump-sum amount.

Schedule 2

- (a) Twenty (20) percent of the Contract Amount shall be paid upon submission of the inception report (describing the methodology for conducting the assignment) satisfactory to the Client.
- (b) Thirty (30) percent of the Contract Amount shall be paid upon submission of Interim Report (Certification of completion of Milestones) satisfactory to the Client .
- (c) Thirty (30) percent of the Contract Amount shall be paid upon submission of the draft final report satisfactory to the Client.
- (d) Twenty (20) percent of the Contract amount shall be paid upon approval of the final report satisfactory to the Client

6.5	<p>Payment shall be made within Fifteen (15) days of receipt of invoice and relevant documents specified in clause 6.4, and within 30 (Thirty) days in the case of final payment.</p> <p>The interest rate is: the London inter-bank on-lending rate (LIBOR), plus 2% for foreign currency; and 2% over prevailing commercial prime lending rate for local currency.</p>
8.2	<p>This RFP shall be exclusively subject to, and interpreted in accordance with, the Laws of Nepal.</p> <p>Any dispute, controversy or claim arising out of or in connection with this RFP document, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and the venue shall be in Kathmandu.</p> <p>If the consultant is a national of the Government's Country, this provision should be modified and referred to Government country's rules for settlement of disputes.</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

***Note:** Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

APPENDIX B - REPORTING REQUIREMENTS

***Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY –

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY –

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

- Assistance in obtaining visa and permits needed to carry out the services in Nepal.
- Facilitate access to Reports, Information's, Data's etc subject to availability

APPENDIX G: MINUTES OF NEGOTIATIONS MEETINGS

Section 7

Bid Bond Form

Ref No :

Date:

The Chairman,
Nepal Telecommunications Authority
GPO Box No. 9754
Bluestar Office Complex, Tripureswor
Kathmandu, Nepal

Whereas [*Name of the consultant*] hereinafter called "The Consultant" has submitted its application dated [*Date*] to [*Name of the service*] hereinafter called "The SERVICE"

KNOW ALL PEOPLE by these presents that we [*Name of Bank*] of [*Name of country*] having our registered office at [*Address of Bank*] hereinafter called "The BANK" are bound unto Nepal Telecommunications Authority, hereinafter called "The AUTHORITY" by the amount of NRs.....OR US\$.....willingly and truly to be paid out to the said AUTHORITY upon entering any of the conditions specified below. The BANK binds itself, its successors and assigns by these presents sealed with the common seal of the said Bank this day of 2010.

The conditions of this obligation are :-

- (i) If the CONSULTANT withdraws its application prior to award of contract.
- (ii) If the CONSULTANT, having been notified of the acceptance of application by the AUTHORITY during the period of validity fails or refuses to furnish the Performance Guarantee of the specified amount and correct validity and Letter of Acceptance in accordance with the instructions given in the Letter of Intent issued by the AUTHORITY.
- (iii) If the CONSULTANT does not commence its service within 15 (fifteen) days after issuance of the directive to this effect.

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

This guarantee will remain valid for 90 (Ninty) days from the closing date of submission of the application (i.e., until, 2010) and any demand in respect thereof should reach the Bank not later than the above date.

Signature and Seal of Bank

Date :

Address :

Section 8

Performance Guarantee Form

Ref No :

Date :

To,
The Chairman,
Nepal Telecommunications Authority
GPO Box No. 9754
Bluestar Office Complex, Tripureswor
Kathmandu ,Nepal

WHEREAS [*Name of the Consultant*] hereinafter called "The Consultant" has agreed to perform [Name of the service] hereinafter called "The SERVICE" as per the contract hereinafter called "The CONTRACT" to be signed between Nepal Telecommunications Authority hereinafter called "The AUTHORITY" and the CONSULTANT

AND WHEREAS it has been stipulated by you in the Letter Of Intent submitted by the Authority that the CONSULTANT shall furnish you with a bank guarantee by a reputable bank specified therein as security for compliance with the CONSULTANT's performance obligations in accordance with the said CONTRACT

AND WHEREAS we have agreed to give the appointed CONSULTANT a guarantee

THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the CONSULTANT, up to a total of Nepalese Rupees.....OR United States dollars..... [*Amount of the Guarantee in words*]. We undertake to pay you, upon your first written demand declaring the CONSULTANT to be in default under the CONTRACT and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid, without your needing to provide or to show grounds our reasons for your demand or the sum specified therein.

This guarantee is valid until the..... day of 20.... The total amount of the Performance Guarantee will be released after completion of the assignment stipulated in the CONTRACT:

Signature and Seal of the Guarantors :

Date :

Address :