



Telecommunications Consultants India Limited



ISSUED TO _____

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NOTICE INVITING TENDER

TENDER NO. TCIL/NEPAL/NCELL/2011

OPTICAL FIBER CABLE CONSTRUCTION

FEBRUARY – 2011



**TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED.
(A GOVT. OF INDIA ENTERPRISE)**

.....

KATHMANDU, NEPAL

TEL: 00977-1-4432716

FAX: 00977-1-4432716



Telecommunications Consultants India Limited



E-MAIL: tcilnepal@wlink.com.np



Telecommunications Consultants India Limited



NO. TCIL/24/TX-02/SIEERATEL/2011

Dated:

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Telecommunications Consultants India Limited



SECTION-1

NO. TCIL/NEPAL/NCELL/2011

Dated:

NOTICE INVITING TENDER

Sealed tenders are invited from the experienced agencies for fixing rate contract for the specified work as per specifications and BOQ given in tender document

Details of work

S. No	Tender No.	Area	Estimated Cost (In USD)
1	TCIL/NEPAL/NCELL/2011		-----

Tender documents shall be available from the O/o The Project Manager, TCIL, H No. 82, Ullas Marg, Baluwatar, Kathmandu, Nepal, Tel No.00977-1-4432716 Fax No. 00977-1-4432716 free of cost.

Last date for obtaining the tender documents is 14-2-2011 up to 1700 hrs.

The tender shall be submitted in the O/o **The Project Manager**,, **Kathmandu, Nepal** on or before **hrs on**

The bid shall be opened at **hrs. on the date of submission** in the presence of bidders or their authorised representative present at the time of tender opening.

TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

(Sunil Bansal)

Project Manager

Telecommunications Consultants India Ltd

Kathmandu , Nepal



SECTION-2

NO. TCIL/NEPAL/NCELL/2011

Dated:

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION

- a. The "Company" means Telecommunications Consultants India Ltd. (TCIL).
- b. Company's representative means any officer of the Company appointed time to time by the company to perform the duties, as shall be notified in writing to the bidder by the company.
- c. "Bidder" means the individual or firm who participates in this tender and submits its bid.
- d. "Contractor" means the individual or firm to whom work order has been issued.
- e. "Client" means NCELL PVT. LTD also known as NCELL.
- f. The "Work" means all the work, which the bidder is required to carry out for the Company under the scope of this contract.
- g. "Letter of Intent" means the letter communicating the intention of the Company to the bidder to award of work.
- h. "Work Order" means the order placed to the contractor who agrees to accept the Letter of Intent
- i. The "Contract Price" means amount payable to the contractor under the scope of Work Order for fulfilling its contractual obligations.

2.2 BID DOCUMENTS

2.2.1 Bid Document includes: -

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	Conditions of the Contract
Section 4	Technical Specifications
Section 5 (A)	Bill of Quantities & Schedule of Rates
(B)	Performa for Bidder Quotation
Section 6	Form for Agreement

Any clarification or communications obtained from the Company.

2.3 SUBMISSION OF BIDS

Sealed bid shall be submitted on or before 14-2-2011 at 17:00 hrs in the office of

Project Manager,
Telecommunication Consultants India Limited
H. No. 82, Ullas Marg, Ward No. 4
Kathmandu, Nepal
Tel: 00977-1-4432716
Fax: 00977-1-4432716



The bid shall contain the following documents.

- i. A Clause-by-Clause compliance to all Terms & Conditions of the tender specified in bid document.

The envelopes should be super scribed "Tender No for " and also "Do not open before".

All queries with reference to this tender shall be referred to:-

**Project Manager,
Telecommunication Consultants India Limited
House No. 82, Ullas Marg, Ward No. 4
Kathmandu, Nepal
Tel: 00977-1-4432716
Fax: 00977-1-4432716**

The bids submitted after due date & time are liable to be rejected.

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 Any time, prior to the date of submission of bids, the Company may for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2 The amendments will be notified in writing to all prospective bidders and these amendments will be binding on them.

2.5 VALIDITY PERIOD OF BID

Bid shall remain valid for 90 days after the date of bid opening. The bid having validity for a shorter period shall be treated as non responsive. In exceptional cases, Company may request the bidder for extension of the bid validity.

2.6 SIGNING OF THE BID

1. Each page of the bid document shall be signed by the bidder or a person duly authorized by him. The letter of authorization in the form of power of attorney shall be attached to the bid
2. The bid shall not have any overwriting. In case of mistake, the matter is to be re-written a fresh after cutting the earlier one and it should be signed by the bidder.



2.7 OPENING OF BIDS

VENUE OF BID OPENING:

Project Manager,
Telecommunication Consultants India Limited
House No. 82, Ullas Marg, Ward No. 4
Kathmandu, Nepal
Tel: 00977-1-4432716
Fax: 00977-1-4432716

2.8 CLARIFICATION OF BIDS

2.8.1 To assist evaluation and comparison of the bids, the Company may at its discretion ask the bidder for clarification of its bid. The clarification and response from bidder shall be in writing.

2.9 EVALUATION OF BIDS

i. The Company shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Company shall carry out detailed evaluation of the substantially responsive bids. The

Company shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.10 COMPANY'S RIGHT TO VARY QUANTITIES

2.12.1 The company reserves the right any time to increase / decrease the quantity of the work mentioned in the work order issued to the bidder depending upon the work requirement without any change in unit price of the ordered quantity.

2.12.2 The company reserve the right to subdivide the work among various bidders/contractors.

2.11 COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Company does not bind itself to accept lowest or any other tender/ bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reason whatsoever and without thereby incurring any liability for the Company's action.

2.12 NOTIFICATION OF SUCCESSFUL BIDDER



2.14.1 Prior to the expiry of the validity of bid period, the Company shall issue Letter of Acceptance to the successful bidder and the bidder/ contractor is required to confirm in writing that the offer has been accepted.

2.13 ISSUE OF WORK ORDER

2.13.1 The Company reserves the right to issue the work order of whole the tendered quantities in one lot or in many lots after observing the performance of the contractor.

2.14 CANCELLATION OF WORK ORDER

Failure of the successful bidder to comply with the tender conditions and tender submission in time shall constitute sufficient ground for the cancellation of work and forfeiture of the bid bond, in such case company may offer the work to any other bidder /contractor or agency..

2.15 STANDARDS

The work done under the contract shall conform to the standard mention in the Technical Specifications of the bid document.

2.16 FIXED PRICE

Price shall remain fixed throughout the contract or extended period of the contract.

2.17 SUB - LETTING

Sub-letting of the work is not allowed.



SECTION-3

NO. TCIL/NEPAL/NCELL/2011

Dated:.....

CONDITIONS OF THE CONTRACT

3.1 GENERAL OBLIGATIONS

- 3.1.1. The contractor shall, subject to the provisions of the contract, and with due care and diligence, execute the works and provide all labour, including the supervision thereof, materials and all other things, whether of a temporary or permanent nature, required in and for such execution, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.
- 3.1.2. The contractor shall take full responsibility for the adequate stability and safety of all site operations and methods of construction.
- 3.1.3. The contractor hereby agrees to execute the work according to the conditions of contract and agreement.
- 3.1.4. In case of damage to property e.g. Telephone/Elect Cables and Water/Sewer lines etc, the same shall be recovered from the contractor's bills and responsibility of claims from the insurance, if any shall be that of the contractor.
- 3.1.5. The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged
- 3.1.6. During the progress of the work the contractor shall keep the site reasonably free from all unnecessary obstructions and shall dispose the surplus materials to clear the site from any wreckage and rubbish.
- 3.1.7. On the completion of the works the contractor shall clear and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site and works clean and in a workmen like condition to the satisfaction of the Company.

3.2 Insurance

- 3.2.1. The Company shall not be liable in respect of any damages or compensation payable by law in respect or in consequence of any accident or injury to any machine, workman or other person in the employment of the contractor or any third person. The contractor shall indemnify and keep indemnified the Company against all such damages and compensation, save and except as aforesaid.
- 3.2.2. The contractor shall, and maintain through out the period of his contract, public liability and property damages liability insurance with the coverage.



3.3 Commencement Time and Delays

3.3.1 The contractor shall commence the works on site within the reasonable (as mentioned in LOI) period after the receipt of work order from the Company and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Company, or

be wholly beyond the contractor's control, such Situation is to be duly informed to the Company in writing and company has the final power to decide upon.

3.4 Liquidated damages

3.4.1 If the contractor fails to achieve completion of the works within the time prescribed, then the contractor shall pay to the Company the sum equivalent to 2% of contract price as liquidated damages for such default ,for every week or part of the week which shall elapse between the time prescribed hereof and date of certified completion of the works. The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any moneys in its hand, due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract. The maximum liquidated damages for delay shall not exceed 24% of the contract price. In case the contractor fails to perform against the work order, the work shall be got done from other agency at the risk and cost of the contractor and excess money will be recovered from any dues of the contractor.

3.5 Payment Terms

- (i) No advance payment is admissible to the Contractor.
- (ii) 80% Payment is to be made on monthly running bill basis of the work completed during the month on certification of company's/ client's representative.
- (iii) 10% of the payment is to be made on final acceptance of the work by the client i.e. NCELL.
- (iv) And remaining 10% payment is to be made after the expiry of warrantee period .

All the above payments are subject to the deduction of GST or any other tax levied by the Government of Nepal.

3.6 Taxation & Duties

Contractor's prices shall be all inclusive of taxes and duties including GST as applicable in Nepal.

3.7 Force Majeure

Contractor shall be exempted from the responsibility for any non-performance arising from a case of force majeure or Act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the contractor shall inform the Company within 72 hours in writing of the existence of the fact



before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Like wise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfilment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

3.8 ARBITRATION

Any dispute arising during the execution of this Contract shall be decided by the Chairman and Managing Director, TCIL or any person appointed by him and his decision shall be final & binding on the contractor.

3.9 Price Quotations

- a. The schedule of fixed unit prices indicate the basic unit rates for each of the item of work. The Contractor will **quote** unit rates at which he will execute all the items of the work.

3.10 Handling of Under Ground Services

Utmost care should be taken to protect all underground services at work site. Contractor shall be responsible if the services are damaged. If any claim is levied by the concerned Authority/ Department or Individual, the same shall be recovered from the Contractor's bills.

3.11 Issue of Materials

- a) The Contractor will be responsible to check the quantity and quality of material at the time of issue and will be responsible of the materials including its quality from the time of issue onwards. He will take delivery of the required quantity.
- b) All material to be used during the execution of the work shall be supplied by the company until it is specifically asked to the Contractor to use its own material or specified in schedule. However, machinery, tools, trucks and transport of material and manpower etc required for the execution of the work is contractor's responsibility.
- c) Contractor is required to submit the material account on completion of each work order otherwise the cost of the material issued & not utilized shall be recovered from his bills.

3.12 HANDLING AND TRANSPORT

Company shall issue the material to the contractor from its store at Bhairahwa.

The material should be transported and handled by the contractor at his own cost in the proper manner so that the quality and functionality of the material are not affected.

3.13 LOCAL APPROVAL, PERMISSION ETC.



The construction work involves permission from various Municipal and Public authorities. The Contractor will prepare a detailed work programme on the basis of which the permissions are to be obtained. The Contractor will strictly adhere to the programme stipulated by the permission giving authorities and complete the works within the permission time. Failure to complete work within the permission period will be considered as a breach of the contract and the Contractor will be liable for various damages.

The responsibility to obtain such permission shall be of the Contractor. However, the necessary fee to obtain such permissions shall be paid by the client i.e. NCELL. The company shall assist the contractor in obtaining such permission/ approval.

3.14 DISCREPANCY

In case of any discrepancy between the nomenclature of the item , drawing, technical specifications, plant unit definition etc., the decision of the Company will be final & binding.

3.15 LABOUR LICENCE

The contractor shall be registered in Labour Department/ or any other department as required to carry out such works.

3.16 PERIOD

It is to be defined in the work order issued to the Contractor.



Telecommunications Consultants India Limited



Section- 4

NO. TCIL/NEPAL/NCELL/2011

Dated:.....

Technical Specifications

TECHNICAL SPECIFICATIONS & DRAWINGS ATTACHED AS SEPERATE ANNEXURE



SECTION-5 (A)

NO. TCIL/NEPAL/NCELL/2011

Dated:

BILL OF QUANTITIES (BOQ) AND SCHEDULE OF RATES

EXCHANGE / AREA- WILL BE INTIMATED LATER

Price Services Specification

Sl. No.	Description	Unit	Rate (USD)	Presently Converted rate NPRs
			USD	NPR
1	Excavation / Backfilling			
1.a	Normal Soil (Depth 1.50 m)	m		
1.b	Soft Rock (Depth 1.20 m)	m		
1.c	Hard Rock (Depth 1.00 m)	m		
1.d	In Existing Drain (Depth 0.3 m from bottom & restoration by 0.3X0.3 concrete mixture (1:2:4)	m		
1.e	H D D	m		
1.f	Marshy Soil (Depth 1.20 m)	m		
2	Duct Laying			
2.a	Cable Bed Preparation	m		
2.b	Duct Laying	m		
3	Laying of Warning Tape	m		
4	Protection Laying / Fixing of GI Pipe			
4.a	Bridge Crossing	m		
4.b	Culvert / Road X-ing	m		
4.c	Laying of DWC Pipe	m		
4.d	Laying / Fixing of GI pipe	m		
4.e	PCC protection (0.3x0.3)	m		
5	Placement of Manholes	No.		
6	Acceptance of Duct (DIT)	m		
7	Cable Laying / Blowing	m		



9	Placement of Route Indicators	No.		
9	Networking			
9.a	Splicing	Fibre		
9.b	Termination	Fibre		
9.c	Drum Test	Fibre		
9.d	Link Test	No.		
10	Documentation			
10.a	Survey	m		
10.b	Right of way	m		
10.c	OTDR Report (Link Test)	No.		
10.d	As Built Drawing	m		
10.d	Earthing (proposed)	unit		
	TOTAL			
	Grand Total ()			0

(Signature and seal of the bidder)



Telecommunications Consultants India Limited





Telecommunications Consultants India Limited



SECTION-5 (B)

NO. TCIL/NEPAL/NCELL/2011

Dated:

PROFORMA FOR BIDDER'S QUOTATION

This is to be used as a Proforma. It should be typed / photocopied, completed and submitted in a separate sealed cover.

BIDDER'S CORRESPONDANCE ADDRESS _____

BIDDER'S TELEPHONE No.: _____

FAX No.: _____

E-mail _____

FROM

To

**Project Manager,
Telecommunication Consultants India Limited
House No. 82, Ullas Marg, Ward No. 4
Kathmandu, Nepal
Tel: 00977-1-4432716
Fax: 00977-1-4432716**

Dear Sir,

I/We submit the sealed tender for appointment as contractor for work of Optical Fiber Construction, NCELL Network, Nepal, Tender No. TCIL/NEPAL/NCELL/10-11

- I/We have thoroughly examined and understood instruction to bidders terms and conditions of the contract given in the notice inviting tender and those contained in the general conditions of contract and its appendices, and annexure and agree to abide by them.

I/We offer to carry out work in tender no.at% (in figure) percent (in words) below / above the rates given in company schedule of rates (Section – 5A) of the tender referred above.

Note1: The scheduled rates are given in Section-5A. The bidder shall state ONE OVERALL SINGLE PERCENTAGE for below or above the scheduled rates applicable to all items here or state that he will carry out the work at par with schedule of rates.



Telecommunications Consultants India Limited



It is confirmed that no other charges would be payable to me/us.

(*Strike off whichever is not applicable)

It is confirmed that the rates quoted above are all inclusive of all taxes, duties or levies applicable in Nepal (wherever applicable), for this performance of contract excluding road cutting permission charges which shall be reimbursed by NCELL.

Strike off whichever is not applicable.

- 2. I/We agree to keep the offer open for acceptance up to and inclusive of the date under clause 2.5 of Section-2 . I/We shall be bound by communication of acceptance of the offer dispatched within the time.
- 3. I / We do hereby declare that the entries made in the tender and appendices attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Mr./Ms. _____ whose signature is appended here to in the space specified for the purpose and of any other person who in future may be appointed by me/ us to carry out the business of the firm.

Signature of Constituted Attorney

Yours faithfully

(Signature of bidder)
(Capacity in which signing along with seal)

*NOTE:

- (1) If the discrepancy exists between figures & words, in quotations above, the amount in words will prevail.
- (2) Absurd / Abnormal rates will not be considered by the Company.

Name and address of Attorney

Name: _____
Address: _____
Date: _____

Signatures of witness:



Telecommunications Consultants India Limited



Name

Address

Date



SECTION-6

NO. TCIL/NEPAL/NCELL/2011

Dated:

OFFER LETTER

From
(Bidder's)
Business Address
M/s. _____

To,

**Project Manager,
Telecommunication Consultants India Limited
House No. 82, Ullas Marg, Ward No. 4
Kathmandu, Nepal
Tel: 00977-1-4432716
Fax: 00977-1-4432716**

Subject: Tender for _____

In response to the tender invitation no. the undersigned hereby propose to Telecommunications Consultants India Ltd. (TCIL) to furnish all necessary plant, equipment, materials, labour, utilities, technical and professional services supervision and facilities (other than any of the aforesaid specified as furnished by others or COMPANY) and to perform all operations, duties and obligations necessary as required under the scope of this tender for the contract price of an amount at US \$..... (US \$.....) OR NPR as per detail attached in schedule of prices and qualities.

The undersigned agrees that this proposal constitute a firm offer to the COMPANY which cannot be withdrawn up to 90 (Ninety) calendar days from the lastdate of submission of tender.

The undersigned certifies that he has examined and is fully familiar with all the provisions of the contract documents and is satisfied that they are accurate: that he has carefully checked all the words, the figures and all statements made in his proposal : that he has satisfied himself with respect to the actual site conditions and the nature and location of the work, the general and local conditions to be encountered in the performance of the work and other matters which in any way affect the cost thereof. The undersigned hereby agrees that the COMPANY will not be responsible for any errors or omissions in this proposal.

Undersigned has clearly understood the obligations of the COMPANY under the said Contract in relation to the work for which the Tenders are invited in response to which this quotation/tender letter is being given and the undersigned agrees that whatever the obligations of COMPANY are towards the client with regard to the execution of the work shall be deemed to be the obligations of the undersigned if the contract is awarded.



Telecommunications Consultants India Limited



The undersigned further certifies that he has examined all the information provided in Tender and comply all the clauses therein.

Attached hereto, and by this reference incorporated herein and made a part of this proposal are the Schedule of Prices and Quantities, construction drawings, technical specifications and the Proposal Data. The bidder acknowledges that data submitted with the proposal which he requires to be incorporated into a contract arising out of this proposal, has been so marked. The bidder further acknowledges that COMPANY at its option may incorporate any of the remaining data submitted by the tenderer into a Contract arising out of this proposal.

The undersigned also acknowledges receipt, understanding and full consideration of the following addenda to the tender document.

Addenda Numbers _____
By _____

Signature of Bidder
With Seal and Address



SECTION-7

NO. TCIL/NEPAL/NCELL/10-11

Dated:.....

FORM OF AGREEMENT

This Agreement made on the _____ day of _____ 2011 _____ between TELECOMMUNICATIONS CONSULTANTS INDIA LTD (TCIL)., KATHMANDU, NEPAL (hereinafter called "Company") of the one part and M/s _____ (hereinafter called "Contractor") of the other part. Whereas the Company is desirous that certain works should be executed, viz Execution of Optical Fiber Constructionk Works of ----- tender no.----- in, Kathmandu /other places in Nepal and has accepted the said tender by the contractor for execution and completion of such work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOW:-

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract thereafter referred to.
2. The following standard documents in addition to the documents attached with NIT shall be deemed to form and be constructed as part of this Agreement viz:
a) The tender
b) The specifications
c) The Drawings
d) The letter of acceptance
e) Relevant correspondence (if any).
3. In consideration to the payments to be made by the company to the contractor as hereinafter mentioned the contractor hereby Covenants to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
4. The Company hereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the work, the contract price at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties have hereunto put their respective hands and seals the same day and year first above written.

For & on behalf of the Telecommunications Consultants India Limited

For & on behalf of the (Contractor).....:



Telecommunications Consultants India Limited



Witness

Witness