

**BID DOCUMENT**  
**for**  
**Supply & Installation**  
**of**  
**Roof Top Towers for BTS**

**NIT No.** : UTL/NPL / RTT/2010-11/1  
**Date of Issue** : December 27, 2010  
**Due date and Time** : January 17, 2011 up to 1500 Hrs

*Cost of BID Document NRs. 1,130/- each  
(Inclusive of 13 % VAT)*



**UNITED TELECOM LIMITED**

(A JV OF MTNL, TCIL, TCL & NVPL)

Triveni Complex, Putali Sadak, Kathmandu

Phone:-00-977-1-2001880, Fax: 00-977-1- 2223344, Web: [www.utlnepal.com](http://www.utlnepal.com)

To

Ref: NIT No. UTL/NPL/ RTT/2010-11/1

Dated: - December 27, 2010

Dear Sir,

Please find enclosed the following bid documents in original to be used for submission of the bid:

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Please acknowledge receipt of bid documents by signing on duplicate copy of this letter and provide complete address for correspondence including Telephone Number, FAX, and E-MAIL.

Your offer complete in all respects as per enclosed documents must reach latest by **15.00 Hrs.** on **January 17, 2011** at the following address:

Officer on Special Duty (OSD)  
United Telecom Limited  
4<sup>th</sup> Floor, Triveni complex,  
Putali Sadak, Kathmandu, Nepal  
Ph No. +977-1-2000154/Fax No.+977-1-2223344

## Annexure-A Check List

**Bidders are requested to check that the following documents are submitted with the Techno-commercial bid. This check List should also be submitted (with Yes/ No) with the bid.**

Sl. No.	Check Item	Yes/No
1.	Bid is prepared and submitted as per clause No. 14 & 15 of Section-II.	
2.	Each page of the bid should be properly serially numbered & index should be provided by bidder mentioning total number of pages in the bid document.	
3.	All the documents as required vide Clause No. 2 of Section II.	
4.	All the required documents as per Clause No. 10 of Section II.	
5.	General POA for authorized signatory should be as required under clause 10 of section-II.(duly notarized)	
6.	Whether EMD is valid for <b>180 days</b> from date of opening of tender.	
7.	Bid form is filled. See Section VII.	
8.	Price schedule is filled as per format at Section XI.	
9.	Declaration regarding any deviation/ Compliance (clause by clause) certificate is submitted as per annexure B	
10.	Bid validity is <b>180 days</b>	
11.	Declaration as per section-X.	

(Signature Of the bidder with seal)

## Section –I

### Notice Inviting Tender

1. **NIT No.:** UTL/NPL/ RTT/2010-11/1 dated December 27, 2010
2. **Due date of receipt:** January 17, 2011 up to 15:00 hours.
3. **Date of Opening:** January 17, 2011 at 15:30 hours.

On behalf of UTL, NEPAL, Wax Sealed tenders are invited in two parts (part-A Techno-Commercial and Part-B Financial bid) for supply, delivery and installation of Roof Top Towers for BTS sites. **Part-A i.e. Techno-Commercial bid shall comprise all the documents submitted by the bidders to establish eligibility and which are required as per techno-commercial conditions of the tender document. Part-B i.e. financial bid however shall comprise only 'Price Schedule' as per Section-XI of the tender document.**

4. **Description:**

RTT Height	Item	Quantity (Nos.)	EMD (NRs.)	Turnover of the bidder (NRs.)
18 m	Supply and Installation of Roof Top Towers with Accessories for BTS Sites as per Technical Specifications (Section-VI)	8	2,00,000	50,00,000
15 m	Supply and Installation of Roof Top Towers with Accessories for BTS Sites as per Technical Specifications (Section-VI)	5		
12 m	Supply and Installation of Roof Top Towers with Accessories for BTS Sites as per Technical Specifications (Section-VI)	1		
<b>TOTAL</b>			<b>2,00,000</b>	<b>50,00,000</b>

**Note:** The bidder has to quote for all the categories and will submit EMD of NRs. **2,00,000/- (Rupees Two Lac Only)**.

5. **Specification:** As per section VI of the tender document
6. **Sale of tender document:** December 27, 2010 to January 17, 2011
7. **Venue of Receipt of Bids:** Officer on Special Duty, UTL, 4<sup>th</sup> Floor, Triveni Complex, Putali Sadak, Kathmandu, Nepal
8. Intending bidders may obtain a copy of the Bid Document from the office of Officer on Special Duty, United Telecom Limited, 4<sup>th</sup> Floor, Triveni Complex, Kathmandu on payment of NRs. 1,000/- plus VAT @ 13% = **Rs 1130/- (Rupees One Thousand One Hundred and thirty Only)** non-refundable from December 27, 2010 up to January 17, 2011 between 10:30 hours to

13:00 hours on all working days. The payment will be accepted in the form of Demand Draft in favour of **United Telecom Limited, payable at Kathmandu, Nepal.**

9. Tender document downloaded from websites of UTL [www.utlnepal.com](http://www.utlnepal.com) can also be used in the bid. Such bidders who use downloaded tendered document shall have to submit the cost of tender document along with VAT charges i.e. NRs 1130/- through Demand Draft Drawn in favour of 'United Telecom Limited' payable at 'Kathmandu', Nepal and send in a separate envelope along with the techno-commercial Bid.
10. The bid without purchase of tender document or without tender fee (if downloaded from website) shall not be entertained. The bid must be accompanied with EMD/Bid guarantee, without which the bid shall be summarily rejected.
11. The techno-commercial bids shall be opened on the stipulated date and in case of the date falling on any holiday or in case of unforeseen contingencies, the bid shall be opened on the next working day at the same time without any further notice. Financial bid of only technically qualified bidders will be opened on a later day based on the scrutiny of the techno-commercial bids.
12. The proof of submission of cost of tender document must be produced up to 15:00 hrs on due date of opening.
13. UTL also reserves the right to cancel the tender without assigning any reason.

Officer on Special Duty  
United Telecom Limited  
4<sup>th</sup> Floor, Triveni Complex,  
Putali Sadak,  
Kathmandu, Nepal  
Phone No. +977-1-2000154  
Fax No. +977- 1-2223344

**Section-II**  
**Instructions to Bidders**

**A. INTRODUCTION**

**1. DEFINITIONS**

- a. 'The Purchaser' means the United Telecom Limited (UTL).
- b. 'The Bidder' means the individual or firm who participates in this tender and submits their bid.
- c. 'The Supplier' means the individual or firm supplying the goods/providing services under the contract.
- d. 'The Goods' means all the equipment, machinery, and/ or other services, which the supplier is required to supply/provide to the purchaser under the contract.
- e. 'The Purchase Order' means the order placed by the purchaser, after the acceptance of LoI by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the Letter of Intent (LoI) and bid documents constitutes the contract.
- f. 'The contract price' means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligations.
- g. The 'LoI' means the intention of purchaser to place the purchase order on the bidder.
- h. 'Validation' is a process through which the equipments/system is tested to ascertain its performance against set standards, as per tender specifications, in UTL Telecom Network.

Head notes are for convenience purpose only and shall not affect the interpretation or construction of any provision hereof/bid documents.

**2. ELIGIBILITY OF BIDDERS**

- i. The bidder should be a firm engaged in supply of tendered goods (Roof Top Towers) to UTL/Other telecom Operators. Bidders who are blacklisted, banned or debarred from participation during the currency of such punitive measures, shall not be eligible to submit their bid.
- ii. The bidder should have average annual turnover of over NRs.50,00,000/- (**Rupees Fifty Lacs or equivalent currency**) in last three financial years i.e. **2007-08, 2008-09 & 2009-10** which should be duly supported by annual reports or audited balance sheets or statement duly attested by the Auditors of the company.
- iii. The participating bidder must have carried similar work of supply and installation of Roof Top Towers to Telecom operators in any two years during last three years **2007-08, 2008-09 & 2009-10**. The bidder shall attach copies of PO's /work orders in support of above claim along with self certification of having completed the supply and installation of at least **fourteen** Roof Top Towers (of height twelve meter and above) per year against these PO's/work orders in any two year period during **2007-08, 2008-09 & 2009-10**.

**3. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid.

The purchaser will in not in any case, be responsible or liable for these costs, regardless of the conduct of the bidding process.

**4. THE BID DOCUMENT**

**4.1** The services required, bidding procedures and contract terms are prescribed in the bid document. The bid document include following check list:

<b>Sl. No.</b>	<b>Check Item</b>	<b>Yes/No</b>
1.	Bid is prepared and submitted as per clause No. 14 & 15 of Section-II.	
2.	Each page of the bid should be properly serially numbered & index should be provided by bidder mentioning total number of pages in the bid document.	
3.	All the documents as required vide Clause No. 2 of Section II.	
4.	All the required documents as per Clause No. 10 of Section II.	
5.	General POA for authorized signatory should be as required under clause 10 of section-II (duly notarized).	
6.	Whether EMD is valid for <b>180 days</b> from date of opening of tender.	
7.	Bid form is filled. See Section VII.	
8.	Price schedule is filled as per format at Section XI.	
9.	Declaration regarding any deviation/ Compliance (clause by clause) certificate is submitted as per Annexure-B	
10.	Bid validity is <b>180 days</b>	
11.	Declaration as per Section-X	

**4.2.** The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Document. Failure to furnish all information required as per the bid document or submission of bids not substantially responsive to the bid document in every respect will be at the bidder’s risk and may result in rejection of the bid.

**5. CLARIFICATION OF BID DOCUMENTS**

A prospective bidder, requiring any clarification in respect of the bid documents may notify the purchaser in writing or by fax at the purchaser’s mailing address indicated in the Invitation of bids. The purchaser may respond in writing to any request for clarification of the bid documents, which may need clarification and is received not later than 12 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the purchaser will be sent to all the prospective bidders who have purchased the bid documents or will be published on the website. The clarification, if any, will also be available on UTL website and bidder is expected to see the same before submitting their bid.

**6. AMENDMENT TO BID DOCUMENTS**

**6.1** At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document by amendments.

**6.2** The amendments will be published on website or notified in writing or by Fax to all prospective bidders who have received the bid documents and these amendments will be binding on them. Amendment, if any, shall be available on UTL Website and bidder is expected to see these before submitting his bid.

**6.3** In order to give prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **B. PREPARATION OF BIDS**

### **7. DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall comprise the following components:

- a.** Documentary evidence establishing in accordance with clause 2 & 10 (Section-II) indicating that the bidder is eligible to bid and is qualified to perform the contract if their bid is accepted.
- b.** Bid Security furnished in accordance with clause-12 (Section-II).
- c.** A clause-by-clause compliance of the Material offered as per clause-11.2 (Section-II).
- d.** A bid form and price schedule completed in accordance with clauses-8, 9 and 10 (Section-II).

### **8. BID FORM**

**8.1** The bidder shall complete the Bid form and the appropriate price schedule in the format furnished in the bid documents, indicating the services/products to be offered, a brief description of the services/products, quantity and prices.

**8.2** Printed terms and conditions enclosed with the NIT will be considered as forming part of their bid. In case any terms and conditions of the contract applicable to this bid, as specified in the bid documents are not acceptable to bidders, they should clearly specify the deviations.

**8.3** UTL shall not accept any deviations in respect of any commercial conditions as laid down in the bid documents normally. However, a statement of deviations to the provisions of the technical specifications and commercial conditions shall be given by the bidder, if there are any deviations.

### **9. BID PRICES**

**9.1** The basic unit price, insurance, freight etc. shall be quoted against the goods proposed to be supplied under the contract as per the price schedule given in Section-XI.

**9.2** The Prices indicated in the price schedule shall be entered in the following manner:

- a.** The Basic Unit price (Ex-Factory price) of the goods, freight, insurance and other levies/charges already paid or payable by the supplier shall be quoted separately item-wise. Levies / charges shall also be quoted separately item-wise.
- b.** The supplier shall quote as per price schedule given in Section-XI for all the items given in schedule of requirement.

**9.3** The basic unit price quoted by the bidder shall remain fixed during the entire period of contract and shall not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- 9.4** The prices quoted by the bidder shall be in sufficient details to enable the purchaser to arrive at the price of equipment/system offered. It is mandatory to quote Tax-able duties as per prevailing duties at the time of submission of the bid.
- 9.5** ‘Discount’, if any, offered by the bidders should be specifically indicated in the price schedule in Section-XI. Therefore, bidders desiring to offer discount should modify their offers suitably and should clearly quote net price taking all such factors like discount, free supply etc. into account.
- 9.6** The price approved by the purchaser, for procurement, will be inclusive of non- VAT-able levies, if any and taxes, packing, forwarding, freight and insurance as mentioned in Para-9.1 above but excluding VAT-able duties which will be paid extra on production of proof of payment.

## **10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS**

- 10.1** The bidder shall furnish, as part of his bid documents, establishing the bidder’s eligibility and shall furnish the following documents whichever applicable:
- i.** Certificate of incorporation, if the bidder is a company.
  - ii.** Memorandum of Association and Articles of Association in respect of company and partnership deed in respect of partnership firms.
  - iii.** Duly notarized general Power of Attorney in favour of authorized signatory in case of partnership firm (to be signed by all partners) / Proprietorship firm or board resolution in case of a company to sign the bid & bind the bidder. The signatures of authorized signatory must be attested.
  - iv.** Bidder’s financial capability to perform the contract such as annual report, turnover as per audited balance sheet for the financial year 2007-08, 2008-09 & 2009-10.
  - v.** VAT/CST/CRC Registration.
  - vi.** ISO certificate (if available).
  - vii.** EMD details and mode of submission of EMD.
  - viii.** Declaration regarding any deviation/ Compliance (clause by clause) certificate is to be submitted as per Annexure-B.
  - ix.** Documents as per Eligibility Criteria given in Clause No.2 of Section-II of bid document.
- 10.2** The bidder shall furnish documentary evidence that they have the financial & technical capability necessary to perform the contract details to be submitted in Form-A (Section-VII, Part-B).
- 10.3** In order to enable the purchaser to assess the proveness of the services offered, the bidder shall provide documentary evidence with data regarding administrations where such services are working, periods for which such services are in operation and other relevant details.
- 10.4** In case the offered material has been validated by other telecom authority, documentary evidence to this effect shall be submitted by the bidder (wherever required).
- 10.5** The documents which fall under minor infirmity & do not affect the relative ranking or substantive responsiveness of the bidders shall be identified by UTL and may be called from the bidders.

- 11. DOCUMENTS ESTABLISHING CONFORMITY of SERVICES TO BID DOCUMENTS**
- 11.1** Pursuant to clause-7 (Section-II), the bidder shall furnish, as part of their bid, documents establishing the conformity of bid to the bid document of all services, which they propose to provide under the contract.
- 11.2**
- a.** The documentary evidence of the goods conformity to the bid documents may be in the form of literature, drawings, data and the same shall be furnished.
  - b.** A clause-by-clause compliance on the purchaser's technical details demonstrating substantial responsiveness shall be given. In case of deviations and exceptions to the provisions of the technical specifications and commercial conditions shall be given by the bidder.
  - c.** A clause-by-clause compliance on the purchaser's technical specifications (Section-VI), special conditions (Section-IV), Instructions to bidders (Section-II) and commercial conditions (Section-III) demonstrating substantial responsiveness to the technical specifications and commercial conditions should be submitted with the bid as per Annexure-B. In case of deviations, a statement of deviations and exceptions to the provision of the technical specification and commercial condition shall be furnished by the bidder(s) as per Annexure-B. A bid without clause-by-clause compliance of the technical specification (Section-VI), Instructions to bidders (section-II), commercial conditions (Section-III) and special conditions (Section-IV) as per above shall not be considered.
- 11.3** For purpose of compliance to be furnished, pursuant to clause-11.2 above, the bidder shall note that the standards for workmanship and reference to brand names or catalogue number designated by the purchaser in its Technical Specifications are to be complied implicitly.
- 11.4** The Sales tax/VAT certificate is to be enclosed along with the bid invariably showing the details of works/supplies for which the firm is registered with the tax authority, to enable Purchaser to verify the nature and type of business carried out by the firms participating in the tender for arriving at the eligibility criterion of selection of technically, financially & commercially, responsive bids.
- 12. BID SECURITY**
- 12.1** Pursuant to clause-7 (Section-II), the bidder shall furnish, as part of their bid, a bid security for an amount of NRs. 2,00,000/- (Rupees Two Lakh Only) in the form of Bank Guarantee (B.G.) or Demand Draft in favour of 'United Telecom Limited' payable at 'Kathmandu, Nepal'.
- 12.2** The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para-12.9.
- 12.3** Non-adjustment of any amount payable to the bidder and/ or earnest money paid in respect of any other bid shall not be accepted in lieu of payment of earnest money for this bid and such bid shall be treated as non-responsive.
- 12.4** UTL-Nepal shall not be liable to pay any interest on the earnest money deposited.
- 12.5** The bid security shall be in one of the following forms:
- a.** A Bank Guarantee as per enclosed format issued by any of commercial Bank of Nepal listed at Annexure-C of the bid document in favour of the Purchaser valid for at least 180 days from the date of opening of tender.

- b. Demand Draft/Pay order in favour of ‘United Telecom Limited’ payable at ‘Kathmandu, Nepal’
- 12.6** A bid not secured in accordance with Para-12.1, 12.3 & 12.5 (Section-II) will be rejected by the purchaser as non-responsive.
- 12.7** The bid security of the unsuccessful bidders will be discharged /returned as promptly as possible, but not later than 30 days after the placement of firm Purchase Order by the purchaser or expiry of the bid validity pursuant to clause-13 (Section-II) whichever is earlier.
- 12.8** The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the Letter of Intent (LoI) satisfactorily pursuant to the clause-28 (Section-II) and furnishing the performance security as well as commencement of supplies.
- 12.9 The bid security may be forfeited**
- a. If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form, or
- b. In the case of a successful bidder, if the bidder fails:
- i. To sign the contract in accordance with clause-28 (Section-II).
- ii. To furnish performance security in accordance with clause-27(Section-II) and fails to commence the services.
- c. In both the above cases, i.e. clause-12.9 (a) and (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LoI. The bidder will not be entitled to approach the court against the decision of the Purchaser in this regard.
- 13. PERIOD OF VALIDITY OF BIDS**
- 13.1** Bids shall remain valid for 180 days from the date of bid opening prescribed by the purchaser, pursuant to clause-19 (Section-II). A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 13.2** In exceptional circumstances, the purchaser may request the bidder’s consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause-12 (Section-II) shall also be suitably extended. A bidder may refuse the request without forfeiting their bid security. A bidder granting the request will not be permitted to modify his bid.
- 14. FORMAT AND SIGNING OF BID**
- 14.1** i. The bidder shall prepare one complete set of original bid in two parts Part-A ‘Techno Commercial Bid’ and Part –B ‘Financial Bid’ and place each part in separate envelop and make two copies of the same clearly marking one as ‘**Original Bid**’ and remaining two copies as ‘**Copy No: 1, copy No: 2**’. In the event of any discrepancies between the copies, the original shall govern. **Each and every copy of the bid should also be sealed separately.**
- ii. The copy of quality manual and article or memorandum of association may be provided with both original copy and copy No-1.
- 14.2** The original and all copies of bid shall be typed or printed and all the pages shall be numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of

attorney accompanying the bid. All pages of original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

- 14.3** The bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

**C. SUBMISSION OF BIDS**

**15. SEALING AND MARKING OF BIDS**

- 15.1** The bid should be submitted in three covers. The first cover shall contain the original and two of Techno-Commercial Bid (Part-A) duly marked 'ORIGINAL AND COPY'. The second and third cover shall contain the original and two copies of Financial Bid (Part-B) duly marked as 'ORIGINAL AND COPY' in accordance with Section-XI of the tender document for each category separately. All the cover should be wax sealed separately by the personal seal of the bidder. **Each and every copy of the bid in each cover should also be sealed separately.**

- 15.2 a.** The envelopes shall be addressed to the purchaser at the following address:  
Officer on Special Duty  
United Telecom Limited  
4<sup>th</sup> Floor, Triveni complex,  
Putali Sadak Kathmandu, Nepal  
Phone Number: +977-1-2000154/Fax No.+977- 1-2223344
- b.** The envelope shall bear, the tender number and the words '**DO NOT OPEN BEFORE 15:30 Hours, January 17, 2011**'.
- c.** The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or rejected.
- d.** Tenders may be sent by Courier or delivered in person on above-mentioned address {address is given in clause-15.2 (a) above}. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e.** Bids delivered in person on the day of tender opening, shall be delivered from 10:00 hours up to 15:00 hours at address is given in clause 15.2 (f) below}. The purchaser shall not be responsible if the bids are delivered elsewhere.
- f.** Venue of tender opening: Tender will be opened at the following venue:

United Telecom Limited  
4<sup>th</sup> Floor, Triveni complex,  
Putali Sadak Kathmandu, Nepal

The tender will be opened at 15:30 hours on the due date. If due to administrative reasons, the venue of bid opening is changed, it will be displayed prominently on the notice board /website of United Telecom Limited.

- 15.3** **If all the envelopes are not wax sealed and marked as required at Para-15.1 and 15.2 (Section-II), bid shall be rejected.**

**16 SUBMISSION OF BIDS**

The bidder shall wax seal the original and each copy of the bid in an inner and an outer envelope duly marking both the envelopes as original and copy (please see clause-14.1, Section-II).

The inner and outer envelopes shall be:

- a. Addressed by name to purchaser at the following address:

Officer on Special Duty  
United Telecom Limited  
4th Floor, Triveni complex,  
Putali Sadak, Kathmandu, Nepal  
Ph No. +977-1-2000154/Fax No.+977- 1-2223344

- b. Shall bear the tender number and the words **‘DO NOT OPEN BEFORE 15:30 hour on January 17, 2011’**.
- c. The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.
- d. Outstation Tenders shall either be sent by Courier or delivered in person. The responsibility for ensuring that outstation tenders are delivered in time would rest with the bidder. Bids delivered in person shall be delivered in the tender box at United Telecom Limited, 4th Floor, and Triveni complex, Putali Sadak, Kathmandu, Nepal on or before the date and time specified in NIT. The purchaser shall not be responsible if the bids are delivered elsewhere. The purchaser will assume no responsibility for the bids’ misplacement or premature opening, if the outer envelope is not wax sealed, stamped and marked as required under Clause-15 (Section-II).
- e. Submission of offer in prescribed format only: Tender offer shall be submitted in prescribed format only.
- f. Tender offers not adhering the prescribed format are liable to be rejected summarily.

## **17. LATE BIDS**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause-16 (Section-II), may be rejected and returned unopened to the bidder.

## **18. MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.1** The bidder may modify or withdraw their bid after submission provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 18.2** The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause-16 (Section-II). A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by courier, marked not later than the deadline for submission of bids.
- 18.3** Subject to clause-20 (Section-II), no bid may be modified subsequent to the deadline for submission of bids.
- 18.4** In case of withdrawal of bid after deadline for submission of bid, the bidder shall be debarred from participation in Purchaser’s future tender for the said item for next one year in addition to

forfeiture of EMD. The bidder shall not be entitled to approach the court against the decision of Purchaser in this regard.

## **C. BID OPENING AND EVALUATION**

### **19. OPENING OF BIDS BY PURCHASER**

**19.1** The purchaser will open bids, in the presence of bidder's authorized representatives who choose to attend, at date and time specified in Tender Document. The bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder/representative before they are allowed to participate in bid opening. Technical bids shall be opened first and financial bids of eligible bidders shall be opened on a later day provided EMD & other clauses/conditions are met.

**19.2** A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

### **20. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in writing and the response thereof shall also be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

### **21. PRELIMINARY EVALUATION:**

**21.1 a.** The purchaser shall evaluate the bids to determine whether they are complete, whether any arithmetical errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

**b.** If the sum of the components of the unit price adds up to an amount different from the quoted unit price, the quoted unit price will be taken into account for evaluation. **However, lower of the two prices i.e. quoted price or sum of the components of unit price shall be considered for ordering.**

**21.2** Arithmetical errors shall be rectified on the following basis.

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, their bid will be rejected.

**21.3** Prior to the detailed evaluation, pursuant to clause-22 (Section-II), the purchaser will determine the substantial responsiveness of each bid to the bid documents for purposes of these clauses. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without severe deviations. The purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**21.4** A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

**21.5** The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidders.

## **22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 22.1** The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause-21 (Section-II).
- 22.2** Vendors are required to quote for all specified items in Section-XI. In case any line item is not quoted by a bidder, the bid will be loaded by the highest price quoted amongst all the bidders for that line item for the purpose of ranking of bidders. However, in spite of such loading, the bidder happen to be lowest (L-1) in ranking the same line item shall have to be supplied at the lowest price quoted amongst all the bidders.
- 22.3** The evaluation and comparison of responsive bids shall be done on the basis of net cost to Purchaser on the price of goods offered inclusive of Duties and Taxes, freight & insurance charges etc. as indicated in the Price Schedule in Section-XI of Bid Document.
- 22.4** On selection of successful tenderer, herein called the contractor, the Letter of Intent (LoI)/Advance Purchase Order (APO) will be sent to them. The firm work order will be issued after the selected tenderer deposits the security deposit / Bank Guarantee within the stipulated period. The tenderer shall start rendering the service to Purchaser within the period prescribed by the Purchaser in the Work Order. Failure to commence the operations within that date will result in forfeiture of the security deposit.

## **23. CONTACTING THE PURCHASER**

- 23.1** Subject to clause-20 (Section-II), no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2** Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## **24. AWARD OF CONTRACT**

- 24.1.** The purchaser may consider placement of order for commercial services on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been validated by the purchaser or its authorized agency/agencies.
- 24.2.** In case during evaluation, there are more than one eligible bidder at any position then the ranking of all the bidders shall be re-casted and re-determined first by the lowest quote rate and then by the maximum annual average turnover of the firm during the financial year **2009-10**.
- 24.3.** The distribution of quantity (depending on the ranking of bidder) by UTL shall be final and not challengeable.
- 24.4.** UTL Reserve its right to distribute the quantity at any position in case of pooling up or clustering at one position or cartel formation.

## **25. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD OF TENDER PLACING REPEAT/ADD-ON ORDERS.**

- a.** UTL will have the right to decide/award the actual ordered quantity in any category or combination thereof for the goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract for this particular tender keeping in view the availability of sufficient No. of

approved vendors against technical specifications (Section-VI) for each category of Roof Top Towers.

- b. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 25% of the value of the goods and services contained in the running tender/contract up to a period of twelve months from the earliest date of the PO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- c. Further, if required an additional order for 25% of the value of the goods & services limited to total 50% of the value of goods and services contained in the running tender/contract may be placed on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

**26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The purchaser does not bind themselves to accept lowest or any other tender. The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

**27. ISSUE OF LETTER OF INTENT (LoI).**

- 27.1 The issue of a Letter of Intent shall constitute the purchaser's intent to place the work order with the successful bidder if they fulfill the test of clause-28.2 (Section-II).
- 27.2 The bidder shall, within **14 days** of issue of the LoI, give his acceptance along with performance security in conformity with the Section-XII of the bid documents.

**28. SIGNING OF THE CONTRACT**

- 28.1 The issue of Work order on the receipt of acceptance of LoI along with performance security shall constitute the award of contract to the bidder.
- 28.2 Upon the successful bidder furnishing the performance security and commencement of supplies pursuant to clause-28.1 (Section-II), the purchaser shall discharge its bid security pursuant to clause-12.
- 28.3 EMD/Bid Security of unsuccessful bidders shall be discharged by the purchaser within a month of placement of firm Purchase order.

**29. ANNULMENT OF LETTER OF INTENT**

Failure of the successful bidder to comply with the requirement of clause-28 (Section-II) shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security in which event the purchaser may make the offer to any other bidder at the discretion of the purchaser or call for new bids.

**30. QUALITY ASSURANCE REQUIREMENTS**

The supplier shall have Quality Management System supported and evidenced by the following:

- a. A Quality Policy.
- b. A management representative with authority and responsibility for fulfilling Quality Assurance requirements and for interfacing with purchaser in the matters of quality.
- c. Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- d. System of Inward Goods Inspection.
- e. System for tracing the cause for non-conforming (traceability) and segregating product, which don't conform to specifications.
- f. Configuration management and change control mechanism.
- g. A quality plan for the product.
- h. Periodical internal quality audits.

### 31. SUMMARY REJECTION OF BIDS

While all the conditions specified in the bid documents are critical and are to be complied, special attention of bidders is invited to the following clauses **non-compliance of any one of which shall result in outright rejection of bid.**

- i. Any bid, received late without conclusive proof that it was delivered before the specified closing time.
  - ii. Any bid, unless exempted specifically, not accompanied with required earnest money or received with shorter validity period and/or insufficient amount of EMD.
  - iii. Any bid received not sealed in accordance with Clause-15 (Section-II) of the tender document.
  - iv. Any conditional bid.
  - v. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in Tender Document.
  - vi. Any effort by a bidder to influence the purchaser in the bids evaluation, bid's comparison or contract award decision may also result in rejection of the bid.
  - vii. Any bid having validity less than 180 days.
32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment/goods in time. Further, the suppliers whose equipment/goods do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
33. Purchaser reserves the right to blacklist a bidder for a suitable period in case they fail to honour their bid without sufficient grounds.
34. The bidder should give a certificate that none of their near relative is working in the UTL as defined below where they are going to apply for the tender. In case of Proprietorship firm, certificate shall be given by the proprietor. For partnership firm certificate shall be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. /Financial Institutions nominees and independent non-official part time directors appointed by Govt. This certificate can also be signed by authorized signatory on behalf of all directors. Due

to any breach of conditions by the company or firm or any other person the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and UTL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in UTL. The format of the certificate to be given is as per section-X.

35. Bidders are hereby cautioned that any attempt for cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.
36. Different firms or companies having any common partner(s) / Director(s) or one firm being subsidiary or holding company of the other are not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.
37. In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.
38. Genuineness of the papers is the responsibility of the bidder, if at any stage it is found that the papers submitted by the bidder are not in order, the bid or work order/purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder will be taken.
39. If any fraud, misappropriation of funds/stores is detected on part of the bidder at any stage, the bid or work order/Purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder will be taken.
40. In case the document is downloaded from Internet, the valid tender document being referred to, will be the printed copy available with UTL only.

**- End of Section-II -**

## **Section-III**

### **GENERAL (Commercial) CONDITIONS OF CONTRACT**

#### **1. APPLICATION**

The general conditions shall apply in all contracts, made by the purchaser for the procurement of goods.

#### **2. STANDARDS**

The services offered under this contract shall conform to the standards mentioned in the technical specifications.

#### **3. PATENT RIGHTS**

The supplier shall indemnify the purchaser against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof in any telecom Network.

#### **4. INDEMNIFICATION**

**4.1** The vendor shall be liable to Purchaser and shall indemnify and hold Purchaser harmless from claims and suits for third parties brought in contract or tort for Claims arising from the Supplier's performance or non-performance of the obligations of the Agreement. For such claims the vendor shall fully indemnify the Purchaser for all its legal costs.

**4.2** The vendor shall indemnify the purchaser against all third-party claims of Infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Telecom Network of Nepal.

**4.3** The Vendor shall be liable for any loss or damage to Purchaser's property and shall indemnify and hold Purchaser harmless from any liability arising from the use of the provided solutions/products.

#### **5. CONFIDENTIALITY & INTELLECTUAL PROPERTY**

**5.1** The intellectual property rights of the solution offered to and implemented by Purchaser shall be with Purchaser. All documents, raw data, research, processes, technology, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the 'information') conceived of, collected, completed or produced in the course of performance of the contract by the vendor, (including all Personnel) for Purchaser or provided to the vendor by Purchaser shall be the exclusive property of The Purchaser and shall be kept confidential.

**5.2** The vendor, including all Personnel shall not disclose, divulge, share, discuss, lend, license or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material ('information') supplied to or by Purchaser in the performance of the Agreement.

#### **6. PERFORMANCE SECURITY:**

**6.1** The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within **14 days** from the date of issue of APO/LoI by the purchaser.

- 6.2** The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 6.3** The performance security bond shall be in the form of a bank guarantee issued by a scheduled bank in Nepal (from the list as per Annexure-C) and in the form provided in Section-XII of the bid document.
- 6.4** The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

**7. EXECUTION TIME LIMIT:**

The time period as stipulated in the contract or LoI/PO shall be deemed to be the essence of the contract.

**8. INSPECTIONS AND TESTS:**

- 8.1** The purchaser or their representative(s) shall have the right to inspect and test the services/goods for their conformity to the specifications.
- 8.2** Notwithstanding the pre-supply test & inspection prescribed in clause-8.1 (Section-III), if any Roof Top Towers or part there of or any other material supplied against the Purchase Order/Work Order is found defective, the same shall be replaced at the supplier's cost.
- 8.3** If any goods/services or any part thereof, fails to fulfill the requirements of the contract, the inspection/testing authority shall give the contractor/supplier notice setting forth details of such failure and the supplier, shall replace the defective goods/services, or alter the same to make it comply with the requirements of the contract forth with. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within the stipulated time, the purchaser reserves the discretion to reject and replace, at the cost of the supplier, the whole or any portion of the services/goods as the case may be, which fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 8.4** Nothing in clause-8 (Section-III) shall release the supplier from any warranty or other obligations under this contract.
- 8.5** Inspection and testing shall be as per provisions in the General Specifications.
- 8.6** Inspecting authority shall be prescribed by the Purchaser.

**9. PAYMENT TERMS**

- 9.1** Payment shall be made as per Purchase Order issued by the Purchaser. Payment terms mentioned in the special conditions of contract shall be taken as payment terms for the purpose of Purchase Order.

**10. PRICES**

- 10.1** **i. a.** Price charged by the supplier for goods delivered and services performed under the contractor shall not be higher than the prices quoted by the supplier in their bid.
- b.** In the case of revision of non-VAT-able Statutory Levies/Taxes (if any) during the finalisation period of tender, the purchaser reserves the right to ask for reduction in the prices. However, no increase shall be permitted.

- 10.1 ii. a.** Prices mentioned in the Price Schedule in section XI of the tender document once fixed will remain valid during the schedule delivery period. Increase and decrease of taxes and other statutory non- VAT-able duties (if any) will not affect the price during this period. The revision of VAT-able duties (both increase & decrease) shall be allowed while re-imbursing the same.
- b.** Any increase in taxes and other statutory non-VAT-able duties/levies (if any) after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier. The revision of VAT-able duties (both increase & decrease) shall be allowed while re-imbursing the same in extended delivery period.
- 10.2** In case the duties & taxes which are non VAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such duties & taxes is admissible as per VAT Credit Rules, then the supplier is to submit necessary documents in this regard which may enable the purchaser to avail the VAT credit provided such credit is still available for the amount so paid as per VAT Credit Rules. However, in case the VAT credit is not available for this amount, then the vendors will refund the amount equivalent to such Duties & Taxes if already paid to them.

## **11. WARRANTY**

- 11.1** The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty. This warranty shall survive inspection or payment for acceptance of goods, but shall expire except in respect of complaints notified prior to such date or 12 (Twelve) months after the materials have been taken over. However, the warranty period specified (if any) in Special Conditions of Contract (Section-IV) the same shall rule.
- 11.2** If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned period of 12 (twelve) months or minimum guarantee period of the supplied material, whichever may be later. If any defect is not remedied within a reasonable time the purchaser may proceed to the work at the contractor's risk and expenses, but without prejudice to other rights which the purchaser may have against the contract in respect of such defects.
- 11.3** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

## **12. CHANGE ORDERS**

- 12.1** The purchaser may, at any time, by a written order given to the supplier, make change within the general scope of the contract in any one or more of the following:

- a. Specifications, where goods to be supplied under the contract are to be specifically provided for the purchaser,
  - b. The place of delivery, or
  - c. The services to be provided by the supplier.
- 12.2** If any such change causes an increase or decrease in the cost or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be receipt of the change in order.

### **13. SUB-CONTRACTS**

- 13.1** The bidder/ supplier cannot assign/transfer and sub-contract their interests/obligations under the contract.

### **14. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 14.1** Delivery of the goods/services and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in their LoI/Work Order/PO.

- 14.2** Delay by the supplier in the delivery of goods and/or performance of its service obligations shall render the supplier liable to any or all of the following sanctions; forfeiture of its performance security, imposition of penalty and/ or termination of the contract for default. The purchaser does not bind himself to accept lowest or any other tender. The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground for the purchaser's action.

### **14.3 FAILURE TO PERFORM WITHIN STIPULATED SCHEDULE**

In the event of service failure the tenderer shall make alternate arrangement at his own cost and ensure that the services are not getting affected. Purchaser shall not bear such expenses incurred by the supplier in all such eventualities. In the event of the supplier not being able to supply the goods and/or not being able to perform the services, a liquidated damage equal to the amount spent by the Purchaser to get the work done through other sources is payable by the supplier to the purchaser in addition to the penalty leviable under clause 15 (section-III) below.

- 14.4** If at any time during performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall promptly notify the purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than five weeks) subject to furnishing of additional Performance Security by the supplier @ 5% of the total value of the purchase order.

### **15. LIQUIDATED DAMAGES**

- 15.1** The date of delivery of the stores and performance of services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such

delivery will not deprive the purchaser of his right to recover liquidated damages under clause 15.2 (Section-III).

- 15.2** Should the supplier fail to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover **0.5%** of the value of the work order for each week of delay or part thereof for a period up to **10 (TEN) weeks** and thereafter at the **rate of 0.7%** of the value of the work order for each week of delay or part thereof for another 10 (TEN) weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the purchase order. However, when supply is made within **21 days** in the extended delivery period, the consignee may accept the stores and in such cases the L/D shall be levied up to the date of dispatch of the goods. However, L/D clause if specified in Special Conditions of Contract (section-IV) shall prevail.
- 15.3** Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
- 15.4** When the bidder defaults in delivering the goods/services even beyond twenty weeks, the PO may be cancelled & the PBG would be forfeited and other punitive action regarding blacklisting, debarring from participation in future tenders for a period of one year may be initiated.

## **16. DEFECTS**

The Supplier shall indemnify and keep the Purchaser indemnified against any loss, damages and other costs that Purchaser may be put into or incurred by reason of any error or any defect in goods/services.

## **17. FORCE MAJEURE**

- 17.1** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions quarantine restrictions, strikes, lockouts or acts of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within **21 days** from the date of occurrence thereof, neither party shall by reason of such event be entitled as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to be whole or part of any obligation under this contracts is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at their option terminate the contract.
- 17.2** Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable services, bought out components and stores in course of manufacturer in possession of the contractor at the time of the such termination of such portions thereof as the purchaser may deem fit excepting such services, bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

## **18. TERMINATION FOR DEFAULT**

- 18.1** The purchaser may, without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor, terminate this contract in whole or in part:

- a. If the contractor fails to deliver any or all of the services within the time period specified in the contract or any extensions thereof granted by the purchaser pursuant to clause-12 (Section-III).
  - b. If the contractor fails to perform any obligation (s) under the contract,
  - c. If the contractor, in either of the circumstances, do not remedy their failure within a period of 30 days (or such long period as the purchaser may authorize in writing) after receipt of the default from the purchaser.
- 18.2** In the event the purchaser terminates the contract in whole or in part, pursuant to clause- 15.4 (section-III) the purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without its other rights under law or the contract provided elsewhere, purchase the balance quantity of the services at the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against their any dues under the contract or any previous contract.
- 18.3** The contractor shall strictly adhere to the package discipline as described in work order services made in full, as per purchase order, of all the packages during work order period only will be deemed to have been supplied within the scheduled delivery period.

## **19. TERMINATION FOR INSOLVENCY**

The purchaser may, at any time, terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes unwilling, bankrupt or otherwise insolvent, provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **20. ARBITRATION**

All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the Chief Executive Officer (CEO), UTL, Nepal or any person appointed by him. There will be no objection to any such appointment that the person appointed is an employee of the Purchaser that he had to deal with the matters to which the contract relates and that in the course of his/her duties as such employee of the UTL he/she had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties of the contract. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his/her office or being unable to act for any reason, the CEO, UTL at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. It is also a term of this contract that no person other than a person appointed by the CEO, UTL, Nepal, as aforesaid, should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim(s) and/ or disputes of contractors, under the contract shall be in writing and made within three months of the date of termination or completion (expiry of the period) of claim(s) of the contractor shall be deemed to have been waived and absolutely barred and the Purchaser, shall be discharged and released of

liabilities under the contract. The cost of arbitration shall be borne by the parties as per the decision of the arbitrator. Penalty/ Liquidated Damages clause-15 of Section- III of bid document shall not fall under the Arbitration clause.

**21. SUBJECT LAWS & JURISDICTION**

The Contract shall be governed by country Laws and the Courts at Nepal will have jurisdiction to entertain any dispute or claim arising on the contract.

**22. THE WORK ORDER WHEN ISSUED TO THE SUCCESSFUL BIDDER CONSTITUTE THE CONTRACT**

The Purchase order when issued to the successful bidder constitutes the contract with collateral support from terms and conditions of NIT and bid document.

**23. PROTECTIVE CLAUSE**

Purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligation against contracts entered into with the Purchaser.

- 24. a.** Purchaser has the power to alter the time of submission of the bids and opening of the bids at their discretion.
- b.** Purchaser has got the power to modify, alter any terms & conditions as long as they are uniformly applied to all.
- c.** Negotiations shall be carried out with L-1 bidder only, if necessary, based on merits and circumstances.

**25. DISQUALIFICATION**

- 25.1** No vendor is permitted to offer his quote against this tender, if any person responsible for award and execution of contract or if any of his near relatives is/are posted/working in UTL and is an incumbent of any office which is responsible for the award and execution of this contract which would cause an unfair bias in favour of the vendor. The term near relatives means wife, husband, parents, grandparents, children, brothers, sisters, uncles and cousins.
- 25.2** After the award, the contractor shall intimate the names of the persons who are working with him or subsequently employed by him and who are near relatives to any other officer/official in the office responsible for award and execution of this work on this tender. The term near relative means same as explained in the preceding paragraph.
- 25.3** The awarded work shall be cancelled if any of the above conditions is violated and for consequential losses if any, to the successful vendor, the Purchaser shall not responsible.

**- End of Section-III -**

**Section- IV**  
**Special Conditions of Contract:**

**NIT No: UTL/NPL/RTT/2010-11/1**

**December 27, 2010**

**1. PRICE BASIS**

Price shall be quoted in Nepalese/Indian Rupees on CIF at site basis. However, Price breakup giving total Ex-Factory amount for the deliverables, freight, Insurance, Custom Duty & Taxes applicable must be given by the bidders. Financial evaluation will be done based on total Price inclusive of all taxes, duties and levies.

**2. PAYMENT TERMS**

If the supplier is a registered company in Nepal, the payment shall be made through cheque. For the supplier not registered in Nepal, the payment shall be made through Letter of Credit (L/C). Payment shall be released in NRs/INRs.

**2.1 PAYMENT FOR SUPPLY OF TOWER MATERIAL:**

**a. 80%** on receipt of material at indicated BTS sites and subject to submission of following documents:

- i. Supplier's Invoice
- ii. Manufacturer's Certificate of Quality
- iii. Insurance Policy / Certificate for 125% of P.O. value
- iv. Material Pre Dispatch Inspection Certificate from Purchaser/ or its nominated agency
- v. Test Certificates.
- vi. Warranty certificate
  
- vii. Certificate from UTL that PBG has been received in prescribed format
- viii. Packing List
- ix. Certificate from UTL that material has been received in good condition.
- x. Certificate of Origin issued by Chamber of Commerce if shipped from outside Nepal

**b. 20%** within 180 days from the date of shipment or within 30 days of installation and acceptance by Purchaser whichever is earlier.

**c.** L/C establishment charges shall be borne by Purchaser and L/C negotiation and amendment charges etc will be borne by beneficiary.

**d.** The payment for foundation material will be made depending upon the actual measurement of Concrete in Cubic Metres thereby reducing the measurement of reinforcement on pro-rata basis.

**2.2 PAYMENT FOR SERVICES (laying of Foundation, Erection & Painting of Tower an installation of Earthing System, Lightening Arrestor and Aviation Warning Light):**

Payment shall be released through cheque/ L/C as per details below:

- a. 80% within 30 days from the date of successful Erection & Painting of Tower and subject to submission of following documents:
  - i. Commercial Invoice
  - ii. Provisional Acceptance Certificate from Purchaser.
- b. 20% within 30 days from the date of issuance of operation certificate by Purchaser.

**3. VALIDITY OF OFFER**

The offer shall be valid for a period of 180 days from the date of opening of tender. Within that period, the bidder cannot withdraw their offer subject to the period being extended further, if required, by mutual agreement from time to time.

**4. PERFORMANCE BANK GUARANTEE (PBG)**

The vendor shall submit the Performance Bank Guarantee (PBG) within 14 days from the date of issue of LoI for a value of 10% of the total amount as per LoI in the format provided at Section-XII valid upto the period of warranty.

**5. EVALUATION OF BID**

- a. Bidders shall quote for all items of Part-A and Part-B of Price Schedule of Section-XI. In case of not quoting any line item, the highest price quoted amongst all bidders for the line item will be taken for the purpose of financial evaluation, but the lowest price quoted amongst all the bidders for the respective line item will be taken for the purpose of issuing of order and payment.
- b. The Tender evaluation will be carried out using the amount quoted for the foundation, for respective towers, as per the specification UTL/RTT/01-01 DEC 21010 (Concrete as well as reinforcement). However, the payment for foundation material will be made depending upon the actual measurement of Concrete in Cubic Metres thereby reducing the measurement of reinforcement on pro-rata basis.

**6. PAYING AUTHORITY**

The paying authority shall be intimated at the time of issue of purchase orders.

**7. CONSIGNEE**

The site-wise consignee details shall be intimated at the time of issue of purchase orders.

**8. WARRANTY**

Warrantee shall be of thirty-six months from the date of completion of installation work.

**9. DELIVERY PERIOD**

**9.1 FOR SUPPLY OF TOWER MATERIAL:**

Delivery at BTS sites shall be completed within 30 days from the date of issue of Purchase Order.

**9.2 For Services (Foundation, Erection & Painting of Tower and installation of Earthing System, Lightning Arrestor & Aviation Warning Lamp)**

Foundation, Erection & Painting of Tower and installation of Earthing System & Aviation Warning Lamp shall be completed within 60 days from the date of issue of Purchase Order.

#### **10. LIQUIDATED DAMAGES**

The Liquidated Damages will be levied as under:

- a.** Delay will be calculated w.r.t. delivery of material at BTS sites. 2% of delayed material per week or part thereof subject to maximum of 10% of total P.O value.
- b.** In case part supply is of no use, 2% of total Purchase Order value per week or part thereof subject to maximum of 10% of total P.O value.
- c.** In case the supplier fails to complete the installation of tower, Earthing system, Lightening Arrestor and aviation warning light, following liquidated damages shall be levied:  
2% per week of service charges for the line item subject to maximum of 10% of total service charges under the purchase order.

#### **11. INSPECTION/TESTING OF MATERIALS**

Supplier shall provide all necessary equipments, test and measuring instruments to carry out pre-dispatch inspection by the Purchaser or its nominated agency.

#### **12. PROTECTION OF LIFE, PROPERTY AND EXISTING FACILITIES :**

- 12.1** The Supplier is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in a reasonable safe condition. The Supplier shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 12.2** In this connection, the attention of the Suppliers are drawn to the safety measures and precautions including code of conduct while safely carrying out the work and also detailed Engineering Instructions enumerated in this bid document.
- 12.3** The Supplier shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and over-ground structures or other properties and undertake to indemnify and keep indemnified the Purchaser from and against all actions, cause of actions, damages, claims and demands what-so-ever either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in condition therewith and / or incidental thereto.
- 12.4** The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the Supplier together with such additional sums necessary to liquidate the personal or property damages resulting there from.

#### **13. QUANTITY VARIATION CLAUSE**

Purchaser reserves the right to place Add-on order for additional quantity up to 25% of the original quantity at the same rate and terms & conditions of the Purchase order.

- 14.** The Bidders shall obtain Detail Technical Specifications (Spec No. UTL/RTT/01-01 DEC 2010) including Fabrication Drawings from UTL on payment of NRs. 1130/- (inclusive of VAT) through Demand Draft drawn in favour of 'United Telecom Limited' payable at 'Kathmandu, Nepal'.

**- End of Section-IV -**

## Section-V

Tender No. UTL/NPL/RTT/2010-11/1

dated December 27, 2010

### SCHEDULE OF REQUIREMENTS

**1. Item Description: Roof Top Towers for BTS sites Anticipated Quantity**

Sl. No.	Item	Height of Tower	Quantity in Nos.
1.	Supply and Installation of Roof Top Towers with Accessories for BTS Sites as per Technical Specifications (Section-VI)	18m	8
2.	Supply and Installation of Roof Top Towers with Accessories for BTS Sites as per Technical Specifications (Section-VI)	15m	5
3.	Supply and Installation of Roof Top Towers with Accessories for BTS Sites as per Technical Specifications (Section-VI)	12m	1

**2. Delivery Schedule**

Supply & Delivery of materials to respective sites within 30 days from the date of Purchase Order. Laying of Foundation, Erection & Painting of tower, Earthing works etc. shall be completed within 60 days from the date of Purchase Order.

**3. Place of Delivery**

The exact site details shall be indicated in the Purchase Order. The lists of cities of sites are as follows.

Sl. No.	District	City	RTT Heights (in Meters)
1.	Dhankutta	Dhankutta	15
2.	Terhathum	Terhathum	18
3.	Shankhuawasava	Khadbari	18
4.	Ramechap	Manthali	18
5.	Dolkha	Charikot	15
6.	Sarlahi	Belbas	15
7.	Mahottari	Gaushala	18
8.	Sunsari	Laukahi	15
9.	Kapilvastu	Murgia	18
10.	Kapilvastu	Chandrauta	18
11.	Rupendehi	Devdaha	18
12.	Kavreplanchwok	Panauti	18
13.	Sindhupalchowk	Chautara	15
14.	Kathmandu	Kathmandu	12

**- End of Section-V -**

# **PART-A**

## **Techno-Commercial bid**

**Annexure-B**  
(Strike-off whatever is not applicable)  
**Compliance (clause by clause) Certificate**

**Reference: NIT No. UTL/NPL/RTT/2010-11/1 dated December 27, 2010**

It is to certify that the tender document has been carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally. There is no deviation from the terms & conditions of the tender.

(Signature of the bidder with seal)

**Or**

**Declaration of Deviation (if any)**

**Reference: NIT No UTL/NPL /RTT/2010-11/1 December 27, 2010**

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally except the **following deviations from the terms & conditions of the tender:**

- 1.
- 2.
- 3.
- 4.
- .
- .

(Signature of the bidder with seal)

## Section- VI

### Technical Specifications

NIT No. UTL/NPL /RTT/2010-11/1

December 27, 2010.

#### 1.0 Introduction:

This document contains the generic requirements of self supporting type 18, 15 & 12 m Roof Top Towers for CDMA Cellular System. The towers shall be of angular construction in segments of 3m with a square base. The towers shall be able to support the nos. of antennas as given below:

- 1.1 The 18, 15 & 12 m towers shall be able to support the loading of the antennas as given below:
  - a. 2 nos. of 1.20M diameter Solid antenna weighing 100KG at Top of Tower
  - b. 4 nos. of 0.60M diameter Solid Antenna weighing 35 KG at 2.5M below the Top of Tower.
  - c. 6 nos. of panel antennas for WLL systems (2600X262X115) weighing 50KG, 5M below Top of Tower.
- 1.2 Other parameter for designing of towers shall be as under:
  - a. Factor of Safety = 1.5
  - b. Basic Wind Speed = 180KMPH
  - c. Terrain Category = 2
  - d. Building Height = 10m
  - e. Tower twist and sway is found to be less than 0.5 deg @ 75% of basic wind speed.

#### 2.0 Detailed Technical Requirements:

##### 2.1 Type of Tower

4 legged self supporting type with square base & Angular construction in segments of 3m. The details are indicated in drawing of tower.

##### 2.2 Foundation

Beams shall be cast after connecting re-enforcement of the beams to the existing columns of the structure. Foundation bolts shall be placed in the beams using templates corresponding to the tower height. The columns and beams shall be RCC (M20). The existing columns shall be surveyed for the requisite capacity to carry the tower loads and the weight of the beams. Non-galvanizing steel structures such as Anchor bolt etc should be painted with red oxide coating. The base plates should be galvanized as some portion of them may be directly exposed to environment.

The foundation design/drawings of towers, given in the specifications UTL/RTT/12-01 Dec. 2010, UTL/RTT/15-01 Dec. 2010, UTL/RTT/18-01 Dec. 2010 may be considered for reference and actual foundation design/drawing shall be as per the actual site requirement

**Material:** M-20 grade concrete shall be used. High yield strength deformed steel bars of grade FE-415 conforming to IS: 1786 (1985) shall be used. Bending of bars shall be as per IS: 2502 (1963).

## **2.3 Super Structure**

### **2.3.1 Legs/ Bracings**

**Material:** MS angles of grade 'A' as per IS 2062, IS: 808 (1989) shall be used.

**Finish:** All MS angles are to be hot dip galvanized as per IS: 4759 (1996). Zinc for galvanizing should conform to IS: 13229- 1991 or IS: 209 (1992).

### **2.3.2 Gusset/ Splice Plates**

**Material:** MS Plates of grade 'A' as per IS 2062 shall be used.

**Finish:** All the plates are to be hot dip galvanized as per IS: 4759 (1996). Zinc for galvanizing should conform to IS: 13229- 1991 or IS: 209 (1992).

### **2.3.3 Nuts, Bolts & Washers**

**Material:** Nuts and bolts of grade 5.6 as per IS: 6639 (1972), IS: 1364, IS: 1367 part 8 (1992) and plain washers as per IS: 6610 (1972) & spring washers of type 'B' as per IS: 3063 (1994) shall be used.

**Finish:** Nuts, bolts and Washers are to be hot dip galvanized as per IS: 1367.

## **2.4 Connection between Vertical Legs and Bracings**

Vertical legs and bracings shall be connected to each other at site by gusset/splice plates with nuts, bolts and washers by user as per design. The design of tower members and joints shall be in accordance with the relevant provisions in BIS document IS: 800 (1984).

## **3.0 Arrangement for feeder cable rack**

Rack for running feeder cable(s)/ waveguide(s) from the rear of the antennas to the base of the tower shall be provided. Suitable supports shall provide for all the feeder cable runs at 600 mm each. Width of each rack will be 550mm. The prefabricated rack sections shall be hot dip galvanized as per IS: 4759 (1996).

## **4.0 Ladder**

A ladder shall be provided externally for the entire height of the tower. Hoops and runners shall be provided to ensure the safety of the persons climbing the tower. Ladder width shall be 400 mm and spacing between rungs shall be 300mm. The dia of hoops shall be  $\geq 750$ mm.

## **5.0 Platforms**

Working platforms shall be provided at 3m below from Top of Tower. The details are given in the drawings.

## **6.0 Wind Velocity**

Tower shall be operational and able to withstand the wind velocity of 180 KMPH. Suitable allowances shall be made for antennas, ladder, platforms wave guide/feeder cables and maintenance persons.

## **7.0 Lightning Arrestor**

Lightning arrestor at the top of the tower (lightning rod made of copper, with  $\geq 12$ mm dia and 600mm length as per IS: 613 (2000) with a spike on one end and threading on the other shall be provided on the top of the tower. GI Strip of 50X 3mm shall be provided from lower end of the lightning rod to the lug with a hole provided at 0.5m below the top of the tower. Detailed specifications of Lightning Arrestor shall be as Spec No. UTL/RTT/01-01 DEC 2010.

### **8.0 Aviation Warning Lights**

Mounting arrangement shall be provided as per ICAO regulations for fixing twin aviation-warning lights on diagonally opposite sides on the top. Further, fixtures for fixing PVC pipes along the wave-guide rack for carrying electrical wiring for aviation lights will also be provided (Screened PVC insulated twin copper wire of size 3/22 IS Mark to be provided by installer). Detailed specifications of Aviation Warning Lights shall be as Spec No. UTL/RTT/01-01 DEC 2010.

### **9.0 Antenna mounting fixture**

Each antenna could be mounted on GI/ steel pipe per IS: 1161 (1998). For panel antennas of CDMA Cellular Network, the pipes shall be of 65 NB (with 76.1mm outside diameter, 3.6 5mm thickness & grade Yst: 22) and for microwave antennas, the pipes shall be of 100 NB (with 114.3 mm outside diameter, 4.5mm thickness & grade Yst: 22). The fixing arrangement at the required location of the tower shall be as per the drawings. Suitable designs of fixtures of mounting of antennas along the legs/faces of the tower have been provided (for solid dish microwave antennas,  $\geq 0.3$ m clearance from tower to be provided. Height of pipes will be as given the relevant drawings).

### **10.0 Verticality**

The verticality for towers of different heights shall be within the limits as per IS: 12843:1989, Table: iii (b) (i) (i.e. the bottom of the line joining the centre of the top of the tower and the centre of the base of the tower should be within the limits as given below. This may be checked in the field after the erection of the tower at site).

<b>Tower</b>	<b>Verticality limit</b>
18m	within $\pm 18$ mm
15m	within $\pm 15$ mm
12m	within $\pm 12$ mm

### **11.0 Earthing**

Due to non-availability of space around the building, where only plate earth is provided, the downlead GI strip (50x3mm) bonded to any two opposite tower legs will be connected to two plate earths as per drawing around the building. The maximum value of earth resistance shall be 2 ohm in either case. Detailed specifications of Earthing System shall be as Spec No. UTL/RTT/01-01 DEC 2010.

### **12.0 Welding**

Welding, if any, shall be done as per IS: 9595 (1996).

### **13.0 Marking**

Manufacturer's identity marking and item marking shall be provided on each section by punching & painting for enabling easy assembling and traceability.

A plate indicating the name of the tower specifications no., manufacturer's identity, year of manufacture of the tower shall be supplied by the manufacturer for display at the bottom of the tower. The top horizontal member of the tower on all the faces should have center clearly visibly marked for easy check of verticality.

#### **14.0 Painting**

The tower shall be coloured with alternate bands of orange & white or red & white paint as per ICAO recommendations. The Ready mixed Paints, Primer, Enamel etc., used for tower painting, may be as per the following IS codes:

- i.** IS 2074 (1992): Ready Mixed Paint, Air Drying, Red Oxide Zinc Chrome, Priming-Specification;
- ii.** IS 2932 (1993): Enamel, Synthetic, Exterior:
  - a.** Undercoating
  - b.** Finishing – specification;
- iii.** IS 2933 (1975): Enamel Exterior:
  - a.** Undercoating
  - b.** Finishing

#### **15.0 Documentation**

Two copies of detailed drawings and bill of materials along with installation details shall be supplied by the supplier.

#### **16.0 Weight of Tower including Accessories (with tolerance of $\pm 3\%$ )**

Weight of Towers is inclusive of all parts of Superstructure, Foundation (including base plate, anchor bolts & template but excluding RCC), Antenna mounts etc. as given below:

<b>Tower</b>	<b>Weight</b>
18m	3652.18 Kg.
15m	3156.69 Kg.
12m	2681.81 Kg.

#### **17.0 Design**

The Elevation Drawings of Towers and Foundations Drawing are at Annexure-D

#### **18.0 Bill of Material**

The Bill of Material for Towers including Accessories and Foundation is at Annexure-E

#### **19.0 Detailed Technical Specifications**

The Bidders shall obtain Detail Technical Specifications (Spec No. UTL/RTT/01-01 DEC 2010) including Fabrication Drawings from UTL on payment of NRs. 1130/- (inclusive of VAT) through Demand Draft drawn in favour of 'United Telecom Limited' payable at 'Kathmandu, Nepal'.

**Notes:**

- 1.** All the major components of material for tower shall be procured from the IS approved sources and certificate to this effect shall also be given by manufacturer.
- 2.** All responsibility for tower erection shall lie with the erection agency which would following safety norms as per IS 7205 (1974).
- 3.** All unspecified holes in tower members are 18mm dia for 16mm bolts and all holes in the ladder & cable rack are 14mm dia for 12mm dia bolts. The holes in the ladder & cable rack cleats are 18mm for connection with tower and 12mm for connection with ladder/ Cable rack.

**- End of Section-VI -**

**Section-VII**

**PART-A  
BID FORM**

To,  
United Telecom Limited  
4<sup>th</sup> Floor, Triveni complex,  
Putali Sadak, Kathmandu, Nepal

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos ....the receipt of which is hereby duly acknowledged, **we**, undersigned, offer to supply, delivery and Installation of Roof Top Towers along with Accessories, Foundation, Earthing System, Lightening Arrestor and Aviation Warning Lights in conformity with the said drawings, conditions of contract and specifications for the sum shown in the price schedule attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, to commence deliveries within ..... days and to complete delivery of all the items specified in the contract within ..... days calculated from the date of issue of your purchase order.
3. If our bid is accepted, we will obtain the performance guarantees of a Commercial Bank of Nepal as specified in Annexure-C of Bid Document for a sum @10% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 Days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of .....201..

Name and Signature.....

In the capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

**Section- VII**  
**PART-B**  
**FORM-A**

1. The Tenderer
  - i. Name of the Company:
  - ii. Mailing Address:  
Telephone:  
FAX:
  - iii. Location of manufacturing facility:
  - iv. Name of the Managing Director:
  
2. Manufacturing Capacity (Product wise)
  - i. Licensed Capacity:
  - ii. Installed Capacity:
  - iii. Equipped Capacity for through put:
  - iv. Actual production/sales of the quoted items during the last three years:
    - a. 2007-08
    - b. 2008-09
    - c. 2009-10
  
3.
  - i. Brief description of the facilities for Manufacture:  
(Production, Inspection, Testing and quality assurance)
  - ii. If the equipment (s) being offered has been evaluated/  
tested by any organisation such as TEC/ ISI  
/ISO 9001/9002 or equivalent certification etc., details of  
Same may please be provided:
  
4. State whether the equipment offered conform to the  
Mentioned in specifications in the tender and subsequent  
amendment, if any clearly state the deviations, (if any):
  
5. State specifically whether the price(s) quoted, to the best of  
your knowledge and belief, are not higher than what is  
permissible to you from any other purchaser for similar good under  
any law in force at the time of bidding. If not, state the reason(s)  
and the margin of profit:
  
6. Constitution of the Company
  - i.e. is the company Registered under :
    - i. The company act.....
  
    - ii. The Partnership Act.....  
Name of the Partners
      - i.
      - ii.
      - iii.
    - iii. Any other Act (give details):

7. Please state if the offers are directly from the Manufacturers Yes /No  
If no then please indicate
- i. Do they have Distributors /Dealers/Marketing Agents etc. Yes/No
- ii. If yes, please state the Name and Address of the Distributors dealers/Marketing Agents etc:
- iii. The service & the Distributors /Dealers/Marketing agents etc. shall provide.  
Amount of Commission /Remuneration payable to  
the Distributors /Dealers/Marketing Agents:
8. Please indicate the details of  
the items being offered/ has been  
supplied during last three years  
to any other organization.
- (attach documentary proof)

**Signature with Stamp**

**- End of Section-VII -**

## Section -VIII

### PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

**To**

United Telecom Limited  
Triveni Complex, Putali Sadak,  
Kathmandu, Bagmati-44601, Nepal

Whereas..... [Name of Bidder] hereinafter called “The Bidder” has submitted its Bid dated...[date of submission of Bid] for NIT No. UTL/NPL/RTT/2010-11/1 for Supply, delivery and Installation of Roof top Towers with Accessories [hereinafter called “The Bid”].

KNOW ALL PEOPLE that we,..... [name of bank] of Nepal, having our registered office at..... [Address of Bank] hereinafter called The BANK’ are bound unto United Telecom Limited, hereinafter called ‘UTL’ by the sum of ..... (currency and amount) willingly and truly to be paid out to the said UTL 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 ..... (specify date).

**The conditions of this obligation are:**

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in its Bid submitted to UTL;

OR

2. If the Bidder is selected for the second stage of the bidding process by the UTL and is notified accordingly during the period of Bid validity, if selected for award of contract, fails to sign the contract within ten days from the date of acknowledgement of Letter of Intent (LoI) and furnish the Performance Security in accordance with Clause-28.2 of Section II and Clause-4 of Section III;

We, the BANK, undertake to pay to UTL up to the above mentioned amount upon receipt of its first written demand without UTL having to substantiate its demand, provided that in its demand, UTL will note that the amount claimed by it is due to owing to the occurrence of one or both of the two conditions indicated above, specifying the occurred condition or conditions.

This guarantee will remain valid for 180 days from the date of submission and any demand in respect thereof should reach the bank not later than ..... date.

**Signature of Authorized Person of the Bank**  
**Seal of Bank**

---

***Note: The list of banks located in Nepal as per Annexure-C have been short listed and acceptable to United Telecom Limited for the purpose of Bid Security.***

**Section-IX**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To

**UNITED TELECOM LIMITED  
4<sup>th</sup> Floor, Triveni complex,  
Putali Sadak Kathmandu, Nepal**

**Subject: Authorization for attending bid opening NIT No. UTL/NPL /RTT/2010-11/ dated December 27, 2010**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of-----(bidder) in order of preference given below:-

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

Alternate Representative.

Signature of Bidder  
or  
Officer authorised to  
Sign the bid documents  
on behalf of the bidder.

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**SECTION -X**

**DECLARATION**

I \_\_\_\_\_ son of /wife of Shri \_\_\_\_\_  
And proprietor /Director / partner/ Authorized Signatory of M/S \_\_\_\_\_  
Do hereby solemnly affirm and declare as under

1. That I am the sole Proprietor/Partner/Director/Authorized Signatory of M/s ----- which has never ever been debarred and / or black-listed by UTL and not having any on going litigation or court case pending or any other money suits; also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor or authorized signatory of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of contractual obligations.
- 2 That I state & declare that none of my near relatives or any of the partners or other directors, are working in UTL.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be black-listed / debarred for future works / contract with UTL. Any such action shall however be without prejudice to UTL's rights under the law.

The above declaration is given in accordance with the NIT conditions.

Signature of Proprietor /Partner/Director/ Authorized Signatory

(Shri / Smt./Miss )

Note:

1. If the firm has been debarred and / or blacklisted by any telecom operator / Deptt. of Govt./PSU/Public bodies / Municipalities in past and now the order has been revoked or period finished or court case is under process, then firm should furnish details of such cases.
2. The near relatives for this purpose are defined as per clause no. 34 of section-II.
3. The authorized signatory is signing this eclaration on behalf of proprietor/directors/partners and will not relieve the proprietor/directors/partners from any /all the legal bindings as envisaged herein in this NIT.

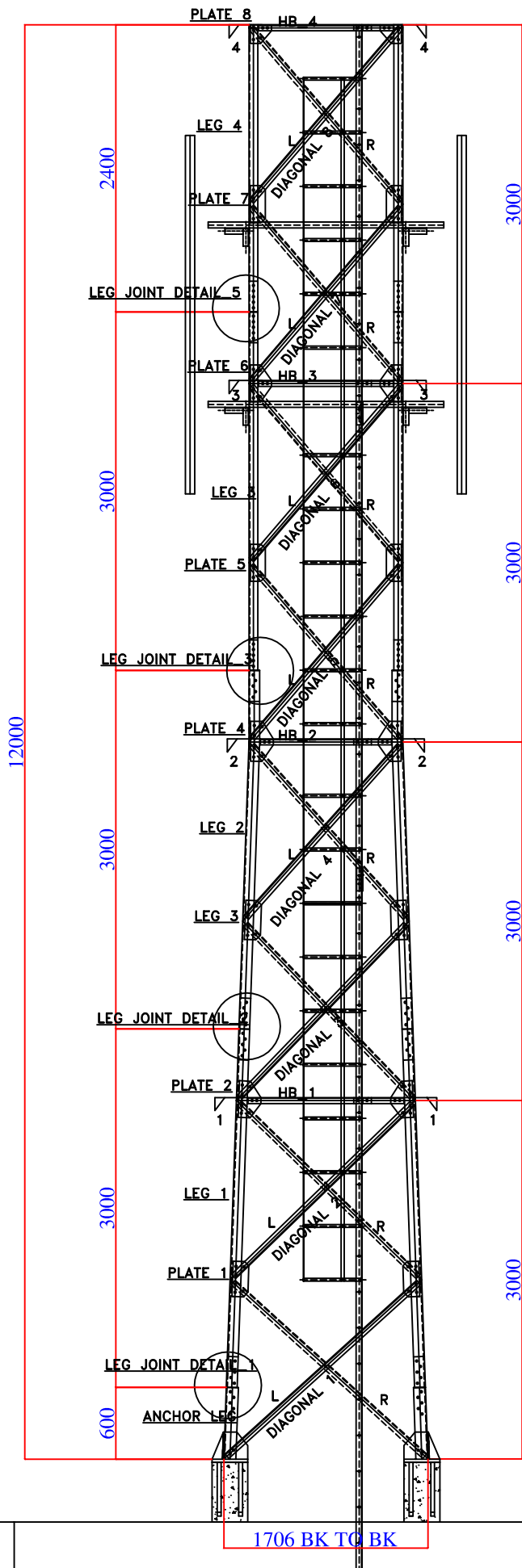
## Annexure-C

### List of the Approved Banks by UTL

**Sl. No. Bank Name**

- 1 Standard Chartered Bank Ltd.
- 2 Nabil Bank Ltd.
- 3 Nepal Investment Bank Ltd.
- 4 Himalayan Bank Ltd.
- 5 Kumari Bank Ltd.
- 6 Bank of Kathmandu Ltd.
- 7 NIC Bank Ltd.
- 8 Siddhartha Bank Ltd.
- 9 Laxmi Bank Ltd.
- 10 Lumbini Bank Ltd.
- 11 NCC Bank Ltd.
- 12 Machhapuchhre Bank Ltd.
- 13 Everest Bank Ltd.
- 14 Global Bank Ltd.
- 15 Development Credit Bank Ltd.
- 16 NMB Bank Ltd.
- 17 Nepal SBI Bank Ltd.
- 18 Kist Bank Ltd.
- 19 Prime Commercial Bank Ltd.
- 20 Bank of Asia Nepal Ltd.
- 21 Sunrise Bank Ltd.
- 22 Citizen Bank International Ltd.

**Annexure-D**  
Elevation Drawings of Towers and Foundations



- ANTENNA LOADING:-
- 2 X 1.20M DIA SOLID ANTENNA WEIGHING 100 KG AT TOP OF THE TOWER.
  - 4 X 0.60M DIA SOLID ANTENNA WEIGHING 35 KG AT 2.5M BELOW TOP OF THE TOWER.
  - 6 X CDMA PANEL ANTENNA (2600X262X116) WEIGHING 50 KG AT 2.25 M CENTRE BELOW TOP OF THE TOWER.
- WIND SPEED : 180 KMPH  
 TERRACE CATEGORY : 2  
 CLASS OF STRUCTURE : B  
 FACTOR OF SAFETY : 1.50

1706 BK TO BK



UNITED TELECOM LIMITED  
KATHMANDU, NEPAL

UTL/RTT/12-01 DEC. 2010  
ROOF TOP TOWERS

DRAWING NO.: 001

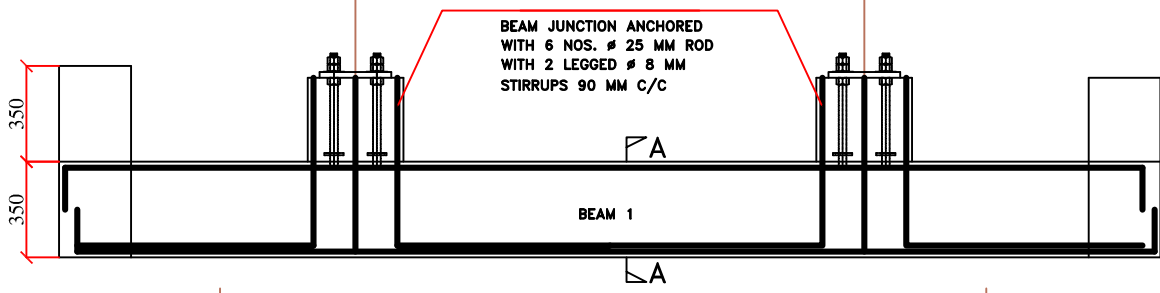
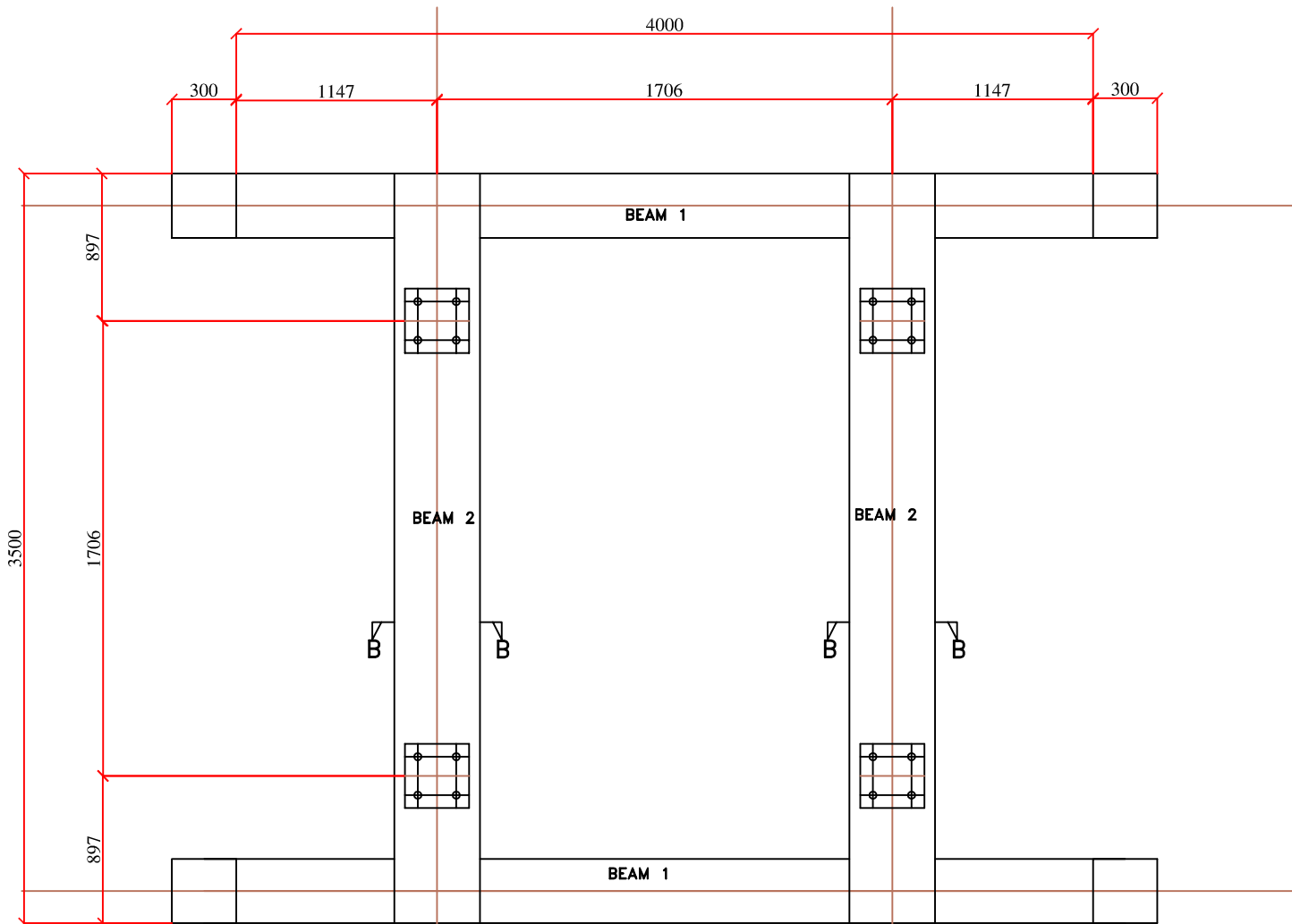
12 M ROOF TOP TOWER

REF & REMARKS

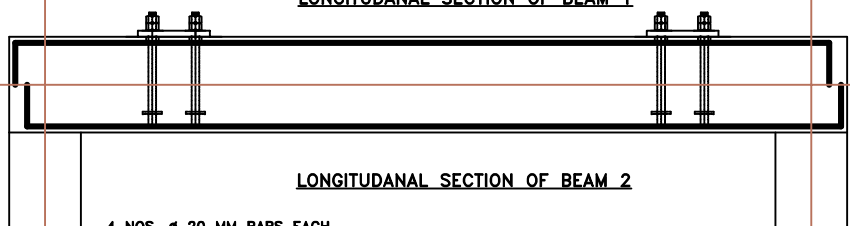
DESIGNED BY	DRAWN BY	CHECKED BY
N N MAHARJAN		

APPD. BY	DATE	SIGN
SANJAY MULL		

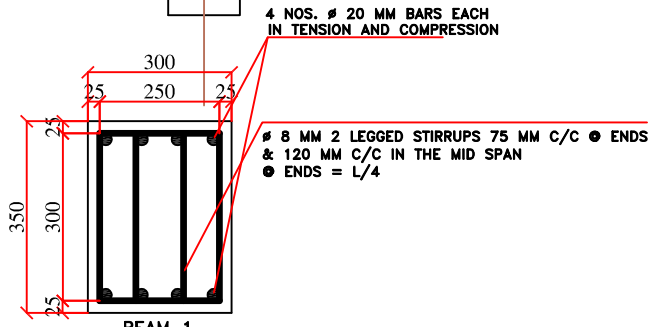
SCALE
1:75



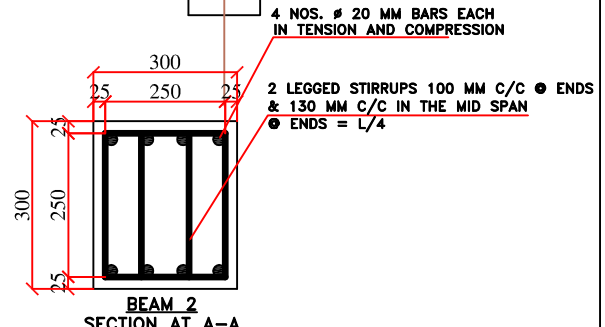
LONGITUDINAL SECTION OF BEAM 1



LONGITUDINAL SECTION OF BEAM 2



BEAM 1 SECTION AT A-A CONCRETE GRADE M:20

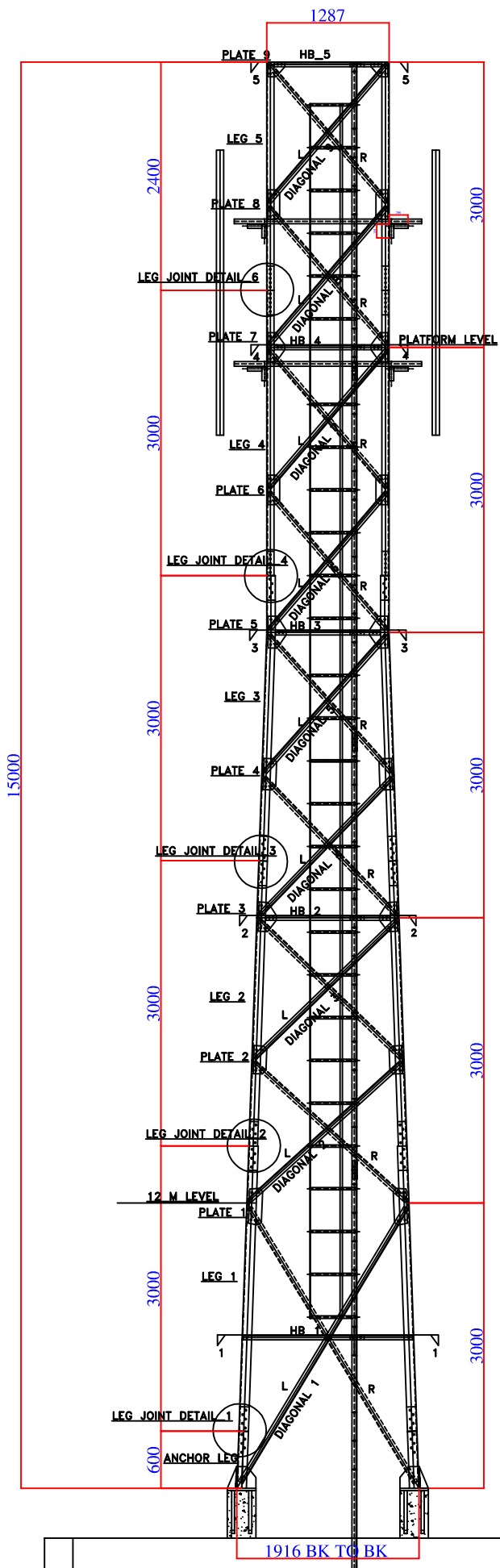


BEAM 2 SECTION AT A-A CONCRETE GRADE M:20



UNITED TELECOM LIMITED  
KATHMANDU, NEPAL

UTL/RTT/12-01 DEC. 2010			DRAWING NO.: 0015				
ROOF TOP TOWERS			12 M ROOF TOP TOWER FOUNDATION				
DESIGNED BY	DRAWN BY	CHECKED BY	APPD. BY	DATE	SIGN	SCALE	
N N MAHARJAN		SANJAY MULL				NOT TO SCALE	

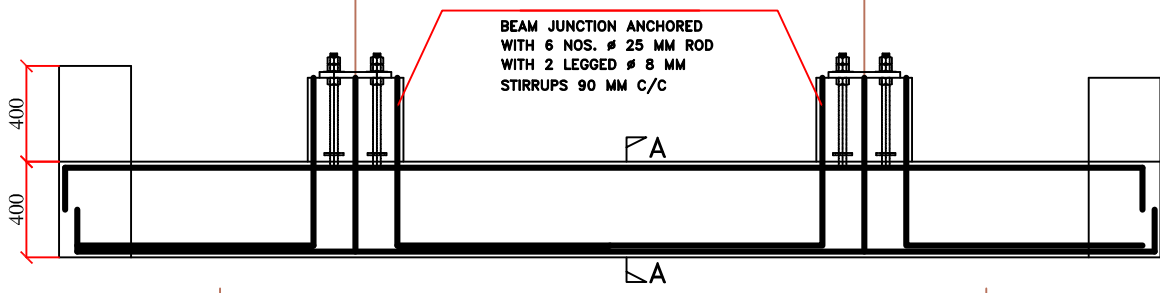
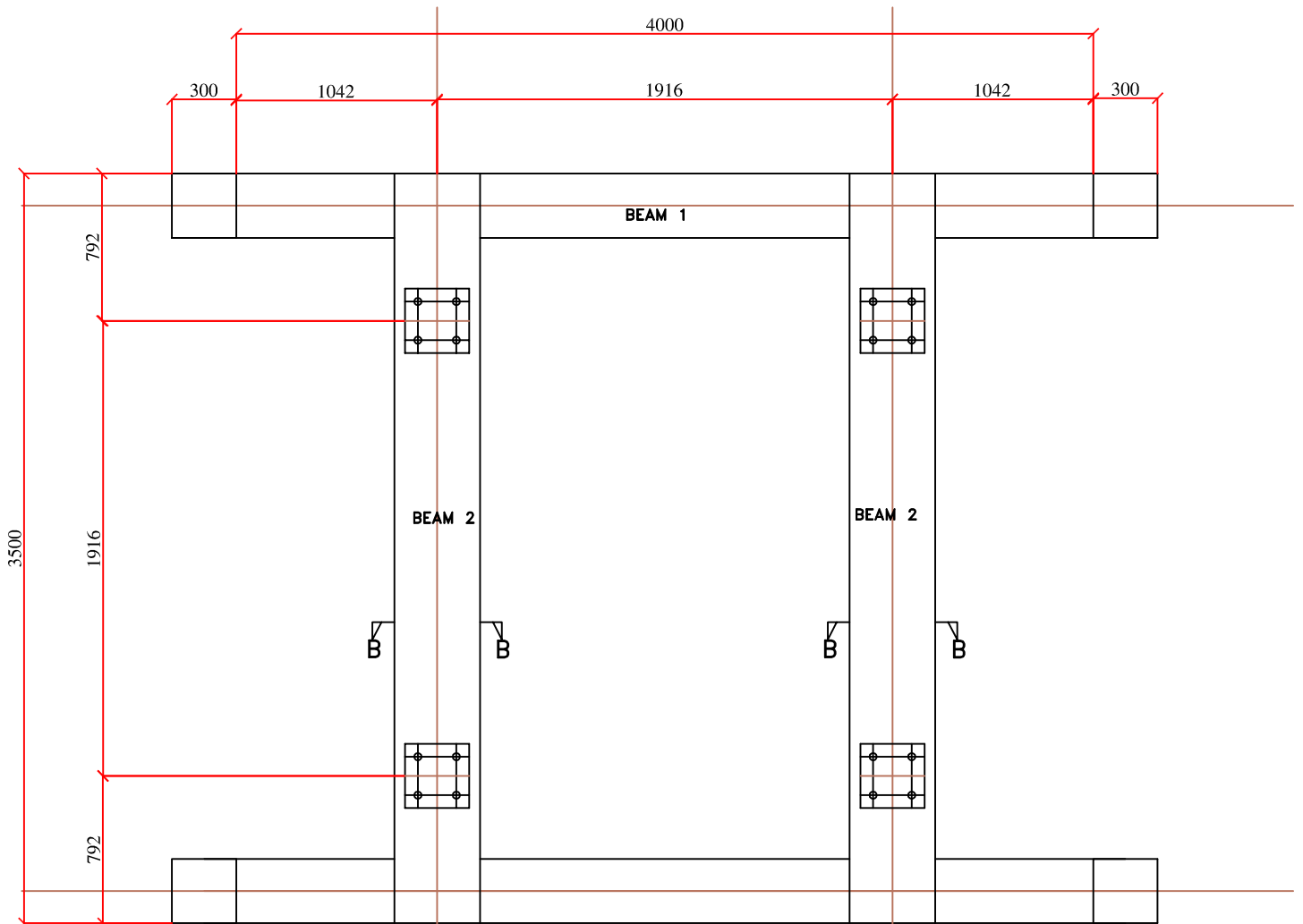


- ANTENNA LOADING:-
- 2 X 1.20M DIA SOLID ANTENNA WEIGHING 100 KG AT TOP OF THE TOWER.
  - 4 X 0.60M DIA SOLID ANTENNA WEIGHING 35 KG AT 2.5M BELOW TOP OF THE TOWER.
  - 6 X CDMA PANEL ANTENNA (2600X262X116) WEIGHING 50 KG AT 2.25 M CENTRE BELOW TOP OF THE TOWER.
- WIND SPEED : 180 KMPH  
 TERRACE CATEGORY : 2  
 CLASS OF STRUCTURE : B  
 FACTOR OF SAFETY : 1.50

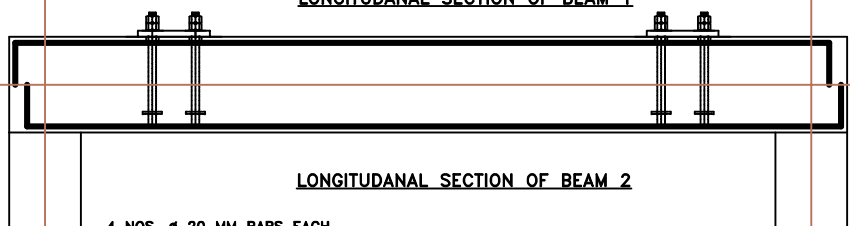


UNITED TELECOM LIMITED  
KATHMANDU, NEPAL

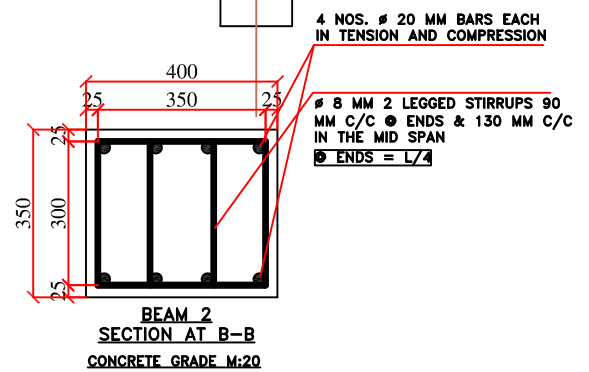
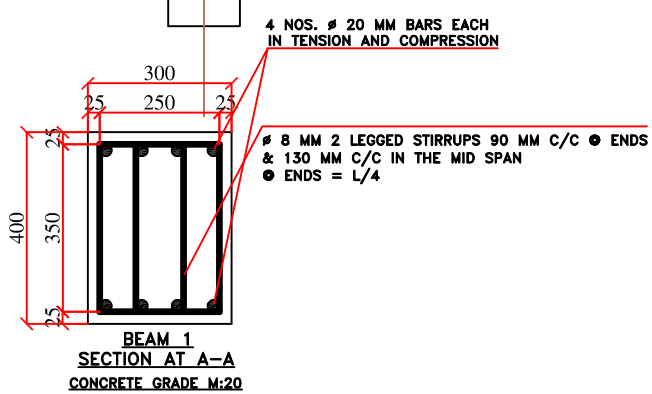
UTL/RTT/15-01 DEC. 2010			DRAWING NO.: 001				REF & REMARKS
ROOF TOP TOWERS			15 M ROOF TOP TOWER				
DESIGNED BY	DRAWN BY	CHECKED &	APPD. BY	DATE	SIGN	SCALE	
N N MAHARJAN			SANJAY MULL			1:75	



LONGITUDINAL SECTION OF BEAM 1



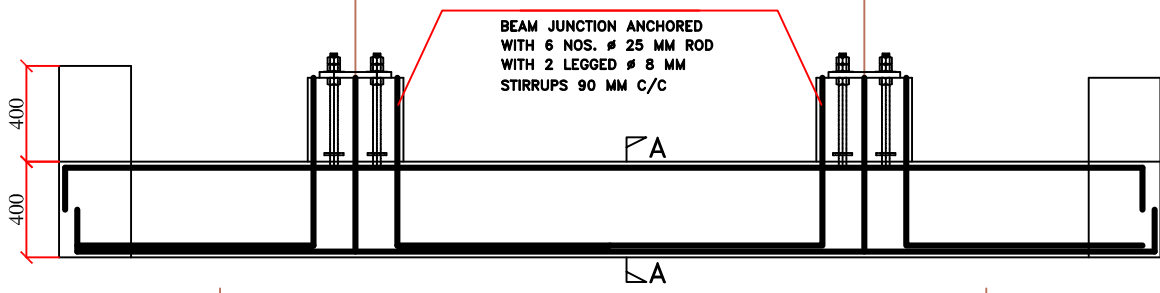
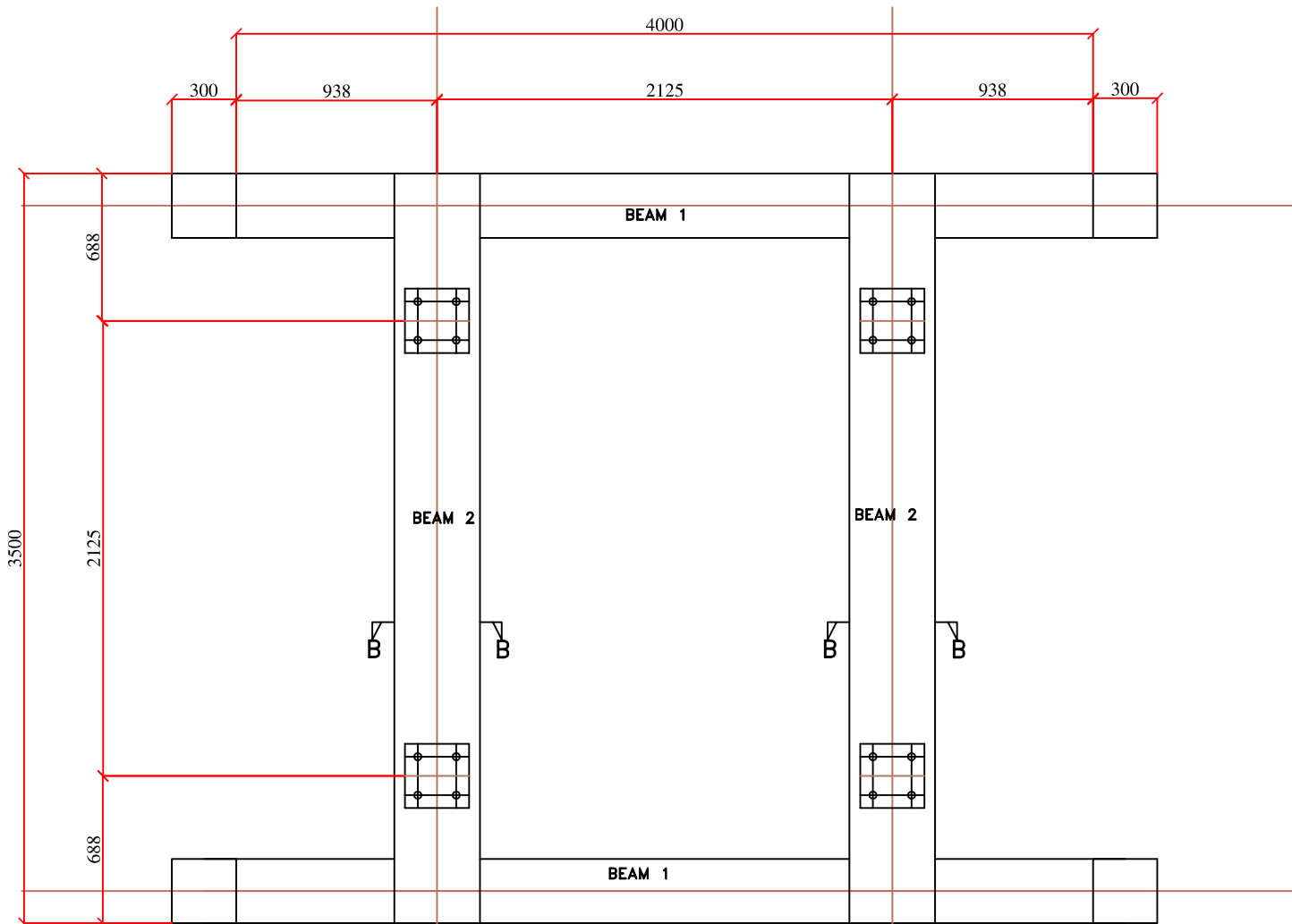
LONGITUDINAL SECTION OF BEAM 2



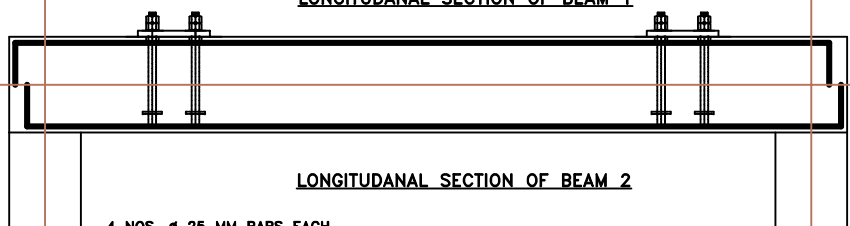
UNITED TELECOM LIMITED  
KATHMANDU, NEPAL

UTL/RTT/15-01 DEC. 2010			DRAWING NO.: 0015				
ROOF TOP TOWERS			15 M ROOF TOP TOWER FOUNDATION				
DESIGNED BY	DRAWN BY	CHECKED BY	APPD. BY	DATE	SIGN	SCALE	
N N MAHARJAN		SANJAY MULL				NOT TO SCALE	

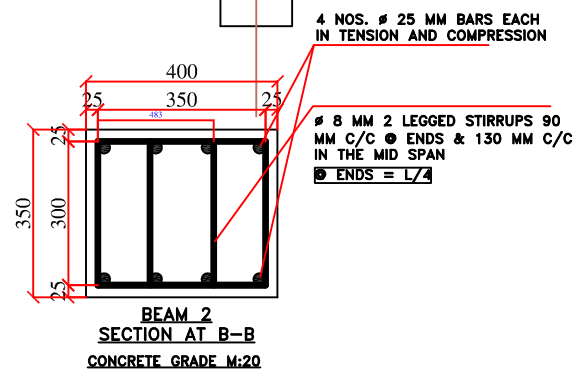
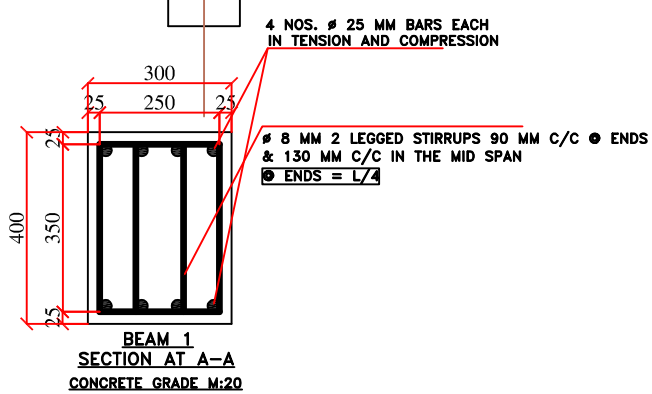




LONGITUDINAL SECTION OF BEAM 1



LONGITUDINAL SECTION OF BEAM 2



UNITED TELECOM LIMITED  
KATHMANDU, NEPAL

UTL/RTT/18-01 DEC. 2010			DRAWING NO.: 0015				
ROOF TOP TOWERS			18 M ROOF TOP TOWER FOUNDATION				
DESIGNED BY	DRAWN BY	CHECKED BY	APPD. BY	DATE	SIGN	SCALE	
N N MAHARJAN		SANJAY MULL				1:16	

**Annexure-E**

**Bill of Material for Roof Top Towers**

**1. Bill of Material for 18 M Roof Top Tower**

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
1.	TOWER LEG	LEG_1	ISA 100 X 100 X 8	3.002	12.10	4	145.30
		LEG_2	ISA 100 X 100 X 6	3.002	9.20	4	110.47
		LEG_3	ISA 90 X 90 X 8	3.002	10.80	4	129.69
		LEG_4	ISA 90 X 90 X 6	3.004	8.20	4	98.53
		LEG_5	ISA 75 X 75 X 8	3	8.90	4	106.80
		LEG_6	ISA 75 X 75 X 6	2.402	6.80	4	65.33
2.	HORIZONTAL BRACING	HB_1	ISA 50 X 50 X 6	1.985	4.50	4	35.73
		HB_2		1.775	4.50	4	31.95
		HB_3		1.305	4.50	4	23.49
		HB_4		1.097	4.50	4	19.75
		HB_5		1.097	4.50	4	19.75
		HB_6		1.097	4.50	4	19.75
3.	DIAGONAL MEMBERS	D_1 L	ISA 50 X 50 X 6	3.502	4.50	4	63.04
		D_1 R		3.502	4.50	4	63.04
		D_2 L		3.375	4.50	4	60.75
		D_2 R		3.375	4.50	4	60.75
		D_3 L		2.161	4.50	4	38.90
		D_3 R		2.161	4.50	4	38.90
		D_4 L		2.081	4.50	4	37.46
		D_4 R		2.081	4.50	4	37.46
		\		2.002	4.50	4	36.04
		D_5 R		2.002	4.50	4	36.04
		D_6 L		1.926	4.50	4	34.67
		D_6 R		1.926	4.50	4	34.67
		D_7 L		1.9	4.50	4	34.20
		D_7 R		1.9	4.50	4	34.20
		D_8 R		1.911	4.50	4	34.40
		D_8 L		1.911	4.50	4	34.40
		D_9 R		1.911	4.50	4	34.40
		D_9 L		1.911	4.50	4	34.40
D_10 R		1.911	4.50	4	34.40		
D_10 L		1.911	4.50	4	34.40		
4.	PANNEL TIE	PT_1	ISA 40 X 40 X 5	1.38	3.80	4	20.98
		PT_2		1.241	3.80	4	18.86
		PT_3		1.029	3.80	4	15.64
		PT_4		0.883	3.80	4	13.42
		PLT	5 MM CHQ PL	1.72	40.00	1	68.80
		PT_6		0.883	3.80	4	13.42
5.	LADDER	LSA_1	ISA 50 X 50 X 6	2.003	4.50	1	9.01

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
	SUPPORT ANGLE	LSA_2		1.793	4.50	1	8.07
		LSA_3		1.495	4.50	1	6.73
		LSA_4		1.287	4.50	1	5.79
		LSA_5		1.287	4.50	2	11.58
		LSA_6		1.287	4.50	1	5.79
6.	LSA PLATE	LSA_1	50 X 6 FLAT	0.0073	47.10	2	0.69
		LSA_2		0.0073	47.10	2	0.69
		LSA_3		0.0073	47.10	2	0.69
		LSA_4		0.0073	47.10	2	0.69
		LSA_5		0.0073	47.10	4	1.38
		LSA_6		0.0073	47.10	2	0.69
7.	BRACING PLATE	PLATE 1	6 MM THK.	0.060772986	47.10	8	22.90
		PLATE 2		0.049519511	47.10	8	18.66
		PLATE 3		0.037922703	47.10	8	14.29
		PLATE 4		0.046309942	47.10	8	17.45
		PLATE 5		0.037944165	47.10	8	14.30
		PLATE 6		0.051994472	47.10	8	19.59
		PLATE 7		0.037165765	47.10	8	14.00
		PLATE 8		0.042956451	47.10	8	16.19
		PLATE 9		0.042946765	47.10	8	16.18
		PLATE 10		0.022632802	47.10	8	8.53
8.	LEG JOINT	LJ_1	ISF 100 X 6	0.0513	47.10	8	19.33
			ISA 90 X 90 X 6	0.513	8.20	4	16.83
		LJ_2	ISF 100 X 6	0.263169	47.10	8	99.16
			ISA 90 X 90 X 6	0.513	8.20	4	16.83
		LJ_3	ISF 100 X 6	0.513	47.10	8	193.30
			ISA 90 X 90 X 6	0.513	8.20	4	16.83
		LJ_4	ISF 90 X 6	0.04653	47.10	8	17.53
			ISA 75 X 75 X 6	0.517	6.80	4	14.06
		LJ_5	ISF 90 X 6	0.04635	47.10	8	17.46
			ISA 75 X 75 X 6	0.515	6.80	4	14.01
		LJ_5	ISF 75 X 6	0.038625	47.10	8	14.55
			ISA 75 X 75 X 6	0.513	6.80	4	13.95
9.	LADDER	LD_5	ISA 50 X 50 X 6	3.252	4.50	2	29.27
			Ø 16 MM ROD	0.4	1.58	11	6.95
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_4	ISA 50 X 50 X 6	3.9	4.50	2	35.10
			Ø 16 MM ROD	0.4	1.58	13	8.22
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_3	ISA 50 X 50 X 6	4.5	4.50	2	40.50
			Ø 16 MM ROD	0.4	1.58	15	9.48
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_2	ISA 50 X 50 X 6	4.5	4.50	2	40.50

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
			Ø 16 MM ROD	0.4	1.58	15	9.48
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_1	ISA 50 X 50 X 6	2.672	4.50	2	24.05
			Ø 16 MM ROD	0.4	1.58	9	5.69
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
10.	FEEDER CABLE BRACKET	FCB	ISF 40 X 5	0.0435	39.25	20	34.15
11.	LADDER CAGE	CG	ISF25 X 5	0.032375	39.25	35	44.48
12.	CAGE SUPPORT STRIP	CGS	ISF25 X 5	0.4	39.25	3	47.10
13.	AMS (SECTORIAL)	BRACKET	ISA 50 X 50 X 6	0.345	4.50	8	12.42
		RING	Ø 40 MM NB PIPE	6.2	3.80	2	47.12
		U-BOLT	Ø 12 MM ROD	0.46	0.89	12	4.91
		U-BOLT SUPPORT	ISA 40 X 40 X 5	0.15	3.80	12	6.84
		BOOM	Ø 65 NB	3	7.20	6	129.60
14.	MW (SECTORIAL)	BRACKET	ISMC 75	1.15	6.80	12	93.84
		LONG BOLT	Ø 12 MM X 150	0	0.30	24	7.20
		BOOM	Ø 100 NB	1.5	12.10	6	108.90
		U-BOLT	Ø 12 MM ROD	0.965	0.89	12	10.31
15.	BASE LEG	LEG	ISA 100 X 100 X 8	0.602	12.10	4	29.14
		BASE PLATE	300 X 300 X 25	0.09	196.25	4	70.65
		RIB PLATE	12 MM THK	0.052	94.20	8	39.19
		ANCHORE BOLT	Ø 32 MM	0.575	6.35	16	58.42
		NUT & WAHSERS	Ø 32 MM			36	0.00
<b>Total Weight of Tower Including Accessories</b>							<b>3,410.02</b>
<b>NUT BOLT WASHER</b>							<b>242.16</b>
<b>TOTAL WEIGHT</b>							<b>3,652.18</b>

## 1.1 Details of Nuts, Bolts & Washers for 18 Metres Roof Top Tower

Sl. No.	Size	Description	Item	Quantity
1.	Ø16 X 50	LEG & BRACING	NBW	1360
		AT PLAN		66
		AT LSA		28
2.	Ø12 X 40	LADDER/BRACKET/CAGE		104
				105
3.	Ø12	SECTOR AMS (RING)	NUT/WASHER	16
		SECTOR AMS (BOOM)		24
4.	Ø12	MW AMS (RING)	NUT/WASHER	24
		SECTOR AMS (BOOM)		24
5.	Ø32	ANCHOR BOLT	NUT/WASHER	48

### Summary of Nuts, Bolts & Washers

Sl. No.	Size	Item	Quantity	Weight/Piece	Total Weight (In Kgs)
1.	Ø16 X 50	NBW	1454	0.143	207.922
2.	Ø12 X 40	NBW	209	0.098	20.482
3.	Ø12	NW	88	0.02	1.76
4.	Ø32	NW	48	0.25	12
<b>Total Weight</b>					<b>242.164 ≈ 250.00</b>

## 1.2 Bill of Material for Foundation for 18 Metres Roof Top Tower

Sl. No.	DESCRIPTION	QTY	NO	T/QTY
1.	RCC B2	0.49	2	0.980
2.	RCC B1	0.552	2	1.104
3.	RCC CL	0.036	4	0.144
<b>Quantity (In Cubic Metres)</b>				<b><u>2.23</u></b>
<b>Reinforcement Details</b>				
1.	REINFORCEMENT B1 Ø 25 MM	4.85	16	299.25
2.	REINFORCEMENT B1 Ø 25 MM	3.75	16	231.38
3.	BEAM JUCTION Ø 25 MM	8.152	4	125.74
4.	COLUMN EXTENTION Ø 16 MM	0.8	24	30.34
<b>Stirrups</b>				
1.	STIRRUPS Ø 8 MM BEAM 1	122.2	2	96.51
2.	STIRRUPS Ø 8 MM BEAM 2	98.568	2	77.85
3.	STIRRUPS Ø 8 MM CL	10.4	4	16.43
4.	STIRRUPS BEAM JUCTION Ø 8 MM	10.4	4	16.43
<b>Total Weight of Reinforcement Excluding Binding Wire</b>				<b>893.91</b>
1.	BINDING WIRE 5%	-	-	44.70
<b>Total Weight of Reinforcement (Including Stirrups &amp; Binding Wire)</b>				<b>938.60</b>
<b>TOTAL RCC (In Cubic Metres)</b>				<b>2.23</b>
<b>TOTAL REINFORCEMENT (In Kgs.)</b>				<b>938.60</b>

## 2. Bill of Material for 15 M Roof Top Tower

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
1.	TOWER LEG	LEG_1	ISA 100 X 100 X 6	3.002	9.20	4	110.47
		LEG_2	ISA 90 X 90 X 8	3.002	10.80	4	129.69
		LEG_3	ISA 90 X 90 X 6	3.004	8.20	4	98.53
		LEG_4	ISA 75 X 75 X 8	3	8.90	4	106.80
		LEG_5	ISA 75 X 75 X 6	2.402	6.80	4	65.33
2.	HORIZONTAL BRACING	HB_1	ISA 50 X 50 X 6	1.775	4.50	4	31.95
		HB_2		1.305	4.50	4	23.49
		HB_3		1.097	4.50	4	19.75
		HB_4		1.097	4.50	4	19.75
		HB_5		1.097	4.50	4	19.75
3.	DIAGONAL MEMBERS	D_1 L	ISA 50 X 50 X 6	3.375	4.50	4	60.75
		D_1 R		3.375	4.50	4	60.75
		D_2 L		2.161	4.50	4	38.90
		D_2 R		2.161	4.50	4	38.90
		D_3 L		2.081	4.50	4	37.46
		D_3 R		2.081	4.50	4	37.46
		D_4 L		2.002	4.50	4	36.04
		D_4 R		2.002	4.50	4	36.04
		D_5 L		1.926	4.50	4	34.67
		D_5 R		1.926	4.50	4	34.67
		D_6 L		1.9	4.50	4	34.20
		D_6 R		1.9	4.50	4	34.20
		D_7 R		1.911	4.50	4	34.40
		D_7 L		1.911	4.50	4	34.40
		D_8 R		1.911	4.50	4	34.40
		D_8 L		1.911	4.50	4	34.40
		D_9 R		1.911	4.50	4	34.40
D_9 L		1.911	4.50	4	34.40		
4.	PANNEL TIE	PT_1	ISA 40 X 40 X 5	1.241	3.80	4	18.86
		PT_2		1.029	3.80	4	15.64
		PT_3		0.883	3.80	4	13.42
		PLT	5 MM CHQ PL	1.72	40.00	1	68.80
		PT_5		0.883	3.80	4	13.42
5.	LADDER SUPPORT ANGLE	LSA_1	ISA 50 X 50 X 6	1.793	4.50	1	8.07
		LSA_2		1.495	4.50	1	6.73
		LSA_3		1.287	4.50	1	5.79
		LSA_4		1.287	4.50	2	11.58
		LSA_5		1.287	4.50	1	5.79
6.	LSA PLATE	LSA_1	50 X 6 FLAT	0.0073	47.10	2	0.69
		LSA_2		0.0073	47.10	2	0.69
		LSA_3		0.0073	47.10	2	0.69
		LSA_4		0.0073	47.10	4	1.38
		LSA_5		0.0073	47.10	2	0.69
7.	BRACING PLATE	PLATE 1	6 MM THK.	0.04951951	47.10	8	18.66
		PLATE 2		0.0379227	47.10	8	14.29

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
		PLATE 3		0.04630994	47.10	8	17.45
		PLATE 4		0.03794417	47.10	8	14.30
		PLATE 5		0.05199447	47.10	8	19.59
		PLATE 6		0.03716577	47.10	8	14.00
		PLATE 7		0.04295645	47.10	8	16.19
		PLATE 8		0.04294677	47.10	8	16.18
		PLATE 9		0.0226328	47.10	8	8.53
8.	LEG JOINT	LJ_1	ISF 100 X 6	0.263169	47.10	8	99.16
			ISA 90 X 90 X 6	0.513	8.20	4	16.83
		LJ_2	ISF 100 X 6	0.513	47.10	8	193.30
			ISA 90 X 90 X 6	0.513	8.20	4	16.83
		LJ_3	ISF 90 X 6	0.04653	47.10	8	17.53
			ISA 75 X 75 X 6	0.517	6.80	4	14.06
		LJ_4	ISF 90 X 6	0.04635	47.10	8	17.46
			ISA 75 X 75 X 6	0.515	6.80	4	14.01
9.	LADDER	LD_4	ISA 50 X 50 X 6	3.252	4.50	2	29.27
			Ø 16 MM ROD	0.4	1.58	11	6.95
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_3	ISA 50 X 50 X 6	3.9	4.50	2	35.10
			Ø 16 MM ROD	0.4	1.58	13	8.22
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_2	ISA 50 X 50 X 6	4.5	4.50	2	40.50
			Ø 16 MM ROD	0.4	1.58	15	9.48
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_1	ISA 50 X 50 X 6	4.274	4.50	2	38.47
			Ø 16 MM ROD	0.4	1.58	11	6.95
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
	ISF 50 X 5	0.0095	39.25	4	1.49		
10.	FEEDER CABLE BRACKET	FCB	ISF 40 X 5	0.0435	39.25	15	25.61
11.	LADDER CAGE	CG	ISF25 X 5	0.032375	39.25	30	38.12
12.	CAGE SUPPORT STRIP	CGS	ISF25 X 5	0.325	39.25	3	38.27
13.	AMS (SECTORIAL)	BRACKET	ISA 50 X 50 X 6	0.345	4.50	8	12.42
		RING	Ø 40 MM NB PIPE	6.2	3.80	2	47.12
		U-BOLT	Ø 12 MM ROD	0.46	0.89	12	4.91
		U-BOLT SUPPORT	ISA 40 X 40 X 5	0.15	3.80	12	6.84
		BOOM	Ø 65 NB	3	7.20	6	129.60
14.	AMS (SECTORIAL)	BRACKET	ISMC 75	1.15	6.80	12	93.84
		LONG BOLT	Ø 12 MM X 150	0	0.30	24	7.20

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
		BOOM	Ø 100 NB	1.5	12.10	6	108.90
		U-BOLT	Ø 12 MM ROD	0.965	0.89	12	10.31
15.	BASE LEG	LEG	ISA 100 X 100 X 6	0.602	9.20	4	22.15
		BASE PLATE	300 X 300 X 25	0.09	196.25	4	70.65
		RIB PLATE	12 MM THK	0.052	94.20	8	39.19
		ANCHORE BOLT	Ø 32 MM	0.575	6.35	16	58.42
		NUT & WAHSERS	Ø 32 MM			36	0.00
		<b>Total Weight Including Accessories</b>					
<b>Nut Bolt Washer</b>							<b>211.44</b>
<b>Total Weight</b>							<b>3,156.69</b>

## 2.1 Details of Nuts, Bolts & Washers

Sl. No.	Size	Description	Item	Quantity
1.	Ø16 X 50	LEG & BRACING	NBW	1184
		AT PLAN		58
		AT LSA		28
2.	Ø12 X 40	LADDER/BRACKET/CAGE		80
				84
3.	Ø12	SECTOR AMS (RING)	NUT/WASHER	16
		SECTOR AMS (BOOM)		24
4.	Ø12	MW AMS (RING)	NUT/WASHER	24
		SECTOR AMS (BOOM)		24
5.	Ø32	ANCHOR BOLT	NUT/WASHER	48

### Summary of Nuts, Bolts & Washers

Sl. No.	Size	Item	Quantity	Weight/Piece	Total Weight (In Kgs)
1.	Ø16 X 50	NBW	1270	0.143	181.61
2.	Ø12 X 40	NBW	164	0.098	16.072
3.	Ø12	NW	88	0.02	1.76
4.	Ø32	NW	48	0.25	12
<b>Total Weight</b>					<b>211.442</b> <b>≈ 220.00</b>

## 2.2 Bill of Material for Foundation for 15 Metres Roof Top Tower

Sl. No.	DESCRIPTION	QTY	NO	T/QTY
1.	RCC B2	0.49	2	0.98
2.	RCC B1	0.552	2	1.10
3.	RCC CL	0.036	4	0.14
<b>Quantity (In Cubic Metres)</b>				<b>2.23</b>
<b>Reinforcement Details</b>				
1.	REINFORCEMENT B1 Ø 20 MM	4.85	16	191.52
2.	REINFORCEMENT B1 Ø 20 MM	3.75	16	148.08
3.	BEAM JUCTION Ø 25 MM	8.152	4	80.48
4.	COLUMN EXTENTION Ø 16 MM	0.8	24	30.34
<b>Stirrups</b>				
1.	STIRRUPS Ø 8 MM BEAM 1	122.2	2	96.51
2.	STIRRUPS Ø 8 MM BEAM 2	98.568	2	77.85
3.	STIRRUPS Ø 8 MM CL	10.4	4	16.43
4.	STIRRUPS BEAM JUCTION Ø 8 MM	10.4	4	16.43
<b>Total Weight of Reinforcement Excluding Binding Wire</b>				<b>657.62</b>
1.	BINDING WIRE 5%			32.88
<b>Total Weight of Reinforcement (Including Stirrups &amp; Binding Wire)</b>				<b>690.50</b>
<b>TOTAL RCC (In Cubic Metres)</b>				<b>2.23</b>
<b>TOTAL REINFORCEMENT (In Kgs.)</b>				<b>690.50</b>

### 3. Bill of Material For 12 M Roof Top Tower

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
1.	TOWER LEG	LEG_1	ISA 90 X 90 X 8	3.002	10.80	4	129.69
		LEG_2	ISA 90 X 90 X 6	3.004	8.20	4	98.53
		LEG_3	ISA 75 X 75 X 8	3	8.90	4	106.80
		LEG_4	ISA 75 X 75 X 6	2.402	6.80	4	65.33
2.	HORIZONTAL BRACING	HB_2	ISA 50 X 50 X 6	1.305	4.50	4	23.49
		HB_3		1.097	4.50	4	19.75
		HB_4		1.097	4.50	4	19.75
		HB_5		1.097	4.50	4	19.75
3.	DIAGONAL MEMBERS	D_1 L	ISA 50 X 50 X 6	2.161	4.50	4	38.90
		D_1 R		2.161	4.50	4	38.90
		D_2 L		2.081	4.50	4	37.46
		D_2 R		2.081	4.50	4	37.46
		D_3 L		2.002	4.50	4	36.04
		D_3 R		2.002	4.50	4	36.04
		D_4 L		1.926	4.50	4	34.67
		D_4 R		1.926	4.50	4	34.67
		D_5 L		1.9	4.50	4	34.20
		D_5 R		1.9	4.50	4	34.20
		D_6 R		1.911	4.50	4	34.40
		D_6 L		1.911	4.50	4	34.40
		D_7 R		1.911	4.50	4	34.40
		D_7 L		1.911	4.50	4	34.40
		D_8 R		1.911	4.50	4	34.40
		D_8 L		1.911	4.50	4	34.40
4.	PANNEL TIE	PT_1	ISA 40 X 40 X 5	1.029	3.80	4	15.64
		PT_2		0.883	3.80	4	13.42
		PLT	5 MM CHQ PL	1.72	40.00	1	68.80
		PT_4		0.883	3.80	4	13.42
5.	LADDER SUPPORT ANGLE	LSA_1	ISA 50 X 50 X 6	1.495	4.50	1	6.73
		LSA_2		1.287	4.50	1	5.79
		LSA_3		1.287	4.50	2	11.58
		LSA_4		1.287	4.50	1	5.79
6.	LSA PLATE	LSA_1	50 X 6 FLAT	0.0073	47.10	2	0.69
		LSA_2		0.0073	47.10	2	0.69
		LSA_3		0.0073	47.10	4	1.38
		LSA_4		0.0073	47.10	2	0.69
7.	BRACING PLATE	PLATE 1	6 MM THK.	0.037922703	47.10	8	14.29
		PLATE 2		0.046309942	47.10	8	17.45
		PLATE 3		0.037944165	47.10	8	14.30
		PLATE 4		0.051994472	47.10	8	19.59
		PLATE 5		0.037165765	47.10	8	14.00
		PLATE 6		0.042956451	47.10	8	16.19
		PLATE 7		0.042946765	47.10	8	16.18
		PLATE 8		0.022632802	47.10	8	8.53
8.	LEG JOINT	LJ_1	ISF 100 X 6	0.513	47.10	8	193.30
			ISA 90 X 90 X 6	0.513	8.20	4	16.83
		LJ_2	ISF 90 X 6	0.04653	47.10	8	17.53

Sl. No.	DESCRIPTION	COMPONENT	SIZE	QTY	COF.	NO	WEIGHT
			ISA 75 X 75 X 6	0.517	6.80	4	14.06
		LJ_3	ISF 90 X 6	0.04635	47.10	8	17.46
			ISA 75 X 75 X 6	0.515	6.80	4	14.01
		LJ_4	ISF 75 X 6	0.038625	47.10	8	14.55
			ISA 75 X 75 X 6	0.513	6.80	4	13.95
9.	LADDER	LD_4	ISA 50 X 50 X 6	3.252	4.50	2	29.27
			Ø 16 MM ROD	0.4	1.58	11	6.95
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_3	ISA 50 X 50 X 6	3.9	4.50	2	35.10
			Ø 16 MM ROD	0.4	1.58	13	8.22
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_2	ISA 50 X 50 X 6	4.5	4.50	2	40.50
			Ø 16 MM ROD	0.4	1.58	15	9.48
			ISA 40 X 40 X 5	0.19	3.80	2	1.44
			ISF 50 X 5	0.0095	39.25	4	1.49
		LD_1	ISA 50 X 50 X 6	4.274	4.50	2	38.47
			Ø 16 MM ROD	0.4	1.58	11	6.95
	ISA 40 X 40 X 5	0.19	3.80	2	1.44		
	ISF 50 X 5	0.0095	39.25	4	1.49		
10.	FEEDER CABLE BRACKET	FCB	ISF 40 X 5	0.0435	39.25	12	20.49
11.	LADDER CAGE	CG	ISF25 X 5	0.032375	39.25	24	30.50
12.	CAGE SUPPORT STRIP	CGS	ISF25 X 5	0.275	39.25	3	32.38
13.	AMS (SECTORIAL)	BRACKET	ISA 50 X 50 X 6	0.345	4.50	8	12.42
		RING	Ø 40 MM NB PIPE	6.2	3.80	2	47.12
		U-BOLT	Ø 12 MM ROD	0.46	0.89	12	4.91
		U-BOLT SUPPORT	ISA 40 X 40 X 5	0.15	3.80	12	6.84
		BOOM	Ø 65 NB	3	7.20	6	129.60
14.	AMS (SECTORIAL)	BRACKET	ISMC 75	1.15	6.80	12	93.84
		LONG BOLT	Ø 12 MM X 150	0	0.30	24	7.20
		BOOM	Ø 100 NB	1.5	12.10	6	108.90
		U-BOLT	Ø 12 MM ROD	0.965	0.89	12	10.31
15.	BASE LEG	LEG	ISA 100 X 100 X 6	0.602	9.20	4	22.15
		BASE PLATE	300 X 300 X 25	0.09	196.25	4	70.65
		RIB PLATE	12 MM THK	0.052	94.20	8	39.19
		ANCHORE BOLT	Ø 32 MM	0.575	6.35	16	58.42
		NUT & WAHSERS	Ø 32 MM			36	0.00
<b>Total Weight Including Accessories</b>							2,500.42
<b>NUT BOLT WASHER</b>							<b>181.39</b>
<b>TOTAL WEIGHT</b>							<b>2,681.81</b>

### 3.1 Details of Nuts, Bolts & Washers

Sl. No.	Size	Description	Item	Quantity
1.	Ø16 X 50	LEG & BRACING	NBW	1016
		AT PLAN		50
		AT LSA		24
2.	Ø12 X 40	LADDER/BRACKET/CAGE		54
				66
3.	Ø12	SECTOR AMS (RING)	NUT/WASHER	16
		SECTOR AMS (BOOM)		24
4.	Ø12	MW AMS (RING)	NUT/WASHER	24
		SECTOR AMS (BOOM)		24
5.	Ø32	ANCHOR BOLT	NUT/WASHER	48

#### Summary of Nuts, Bolts & Washers

Sl. No.	Size	Item	Quantity	Weight/Piece	Total Weight (In Kgs)
1.	Ø16 X 50	NBW	1090	0.143	155.87
2.	Ø12 X 40	NBW	120	0.098	11.76
3.	Ø12	NW	88	0.02	1.76
4.	Ø32	NW	48	0.25	12
<b>Total Weight</b>					<b>181.39</b> <b>≈ 200.00</b>

### 3.2 Bill of Material for Foundation for 12 Metres Roof Top Tower

Sl. No.	DESCRIPTION	QTY	NO	T/QTY
1.	RCC B2	0.315	2	0.63
2.	RCC B1	0.483	2	0.97
3.	RCC CL	0.036	4	0.14
<b>Quantity (In Cubic Metres)</b>				<b>1.74</b>
<b>Reinforcement Details</b>				
1.	REINFORCEMENT B1 Ø 20 MM	4.85	16	191.52
2.	REINFORCEMENT B1 Ø 20 MM	3.75	16	148.08
3.	BEAM JUCTION Ø 25 MM	8.152	4	80.48
4.	COLUMN EXTENTION Ø 16 MM	0.8	24	30.34
<b>Stirrups</b>				
1.	STIRRUPS Ø 8 MM BEAM 1	126.5	2	99.90
2.	STIRRUPS Ø 8 MM BEAM 2	96.2	2	75.97
3.	STIRRUPS Ø 8 MM CL	10.4	4	16.43
4.	STIRRUPS BEAM JUCTION Ø 8 MM	10.4	4	16.43
<b>Total Weight of Reinforcement Excluding Binding Wire</b>				<b>659.14</b>
1.	BINDING WIRE 5%			32.96
<b>Total Weight of Reinforcement (Including Stirrups &amp; Binding Wire)</b>				<b>692.10</b>
<b>TOTAL RCC (In Cubic Metres)</b>				<b>1.74</b>
<b>TOTAL REINFORCEMENT (In Kgs.)</b>				<b>692.10</b>

# **PART-B**

## **Financial Bid**

**Section- XI**

**NIT No. : UTL/NPL/RTT /2010-11/1**

**Part-A: Price schedule for Supply & Delivery of Materials**

Sl. No.	Item	Country of origin	Quantity	Unit Price, FOB port (NRs./ INRs.)	Unit price for insurance upto Sites. (NRs./ INRs.)	Unit price for freight upto Sites (NRs./ INRs.)	Unit Price, CIF upto Sites (NRs./ INRs.)	Total price CIF Sites (NRs./ INRs.)	Custom Duty (if applicable)		Total Price including Custom Duty (NRs./ INRs.)	VAT (As applicable) (NRs./ INRs.)	Total Price including VAT (NRs./ INRs.)
									Rate (%)	Amount (NRs./ INRs.)			
1	2	3	4	5	6	7	8	9=8X4	10	11=9X10	12=9+11	13	14=11+12
<b>A.</b>	<b>Supply and Delivery of Materials for Roof Top Towers including superstructure, Anchor Bolt, Ladder, Platform, feeder runway, nuts, bolts, paints etc.</b>												
1.	18M		8						20				
2.	15M		5						20				
3.	12M		1						20				
<b>B.</b>	<b>Supply and Delivery of Materials for Earthing System &amp; Lightening Arrestor for Roof Top Towers as per Specifications (Section-VI of Bid Document)</b>												
	18/15/12 M		14						20				
<b>C.</b>	<b>Supply and Delivery of Materials for Aviation Warning Light (including Wire of 30M) for Roof Top Towers as per specifications (Section-VI of Bid Document)</b>												
	18/15/12 M		14						15				
<b>D.</b>	<b>Supply and Delivery of Materials for Foundation of Roof Top Towers including Reinforcement Cement Concrete (RCC) of M20 grade as per BoM</b>												
1.	18M		8										
2.	15M		5										
3.	12M		1										

Total price including VAT upto sites (in NRs. /INRs) as per col. No. 14 above:

a. In figures \_\_\_\_\_ In words \_\_\_\_\_

**Signature and Seal of the bidder:**

- Note:**
1. In case of discrepancy between unit price and total price the unit price shall prevail.
  2. In case of discrepancy between the amount in words and figures, the amount in words shall prevail.
  3. The custom duty as per column 10 & 11 will be utilized for the tender evaluation purpose only. The same will be not be part of P.O. and will be paid by purchaser directly to the Custom Department, Government of Nepal.
  4. The prevailing rate of VAT in Nepal is @13%.
  5. Conversion rate from INRs to NRs will be taken as INRe. 1 = NRs 1.6

**Section-XI**

**NIT No. : UTL/NPL/RTT /2010-11/1**

**Part-B: Price schedule for Services**

Sl. No.	Item	Quantity	Unit Price (NRs. /INRs.)	Total Price (NRs. /INRs.)	VAT (As applicable)	Total Price Including VAT (NRs. /INRs.)
1	2	3	4	5	6	7
<b>A.</b>	<b>Installation of superstructure, Anchor Bolt, Ladder, Platform, Antenna Mounts, Feeder runway, Nuts, Bolts, Painting etc. for Roof Top Tower</b>					
1.	18 Metres Tower	8				
2.	15 Metres Tower	5				
3.	12 Metres Tower	1				
<b>B.</b>	<b>Foundation Work including Reinforcement Cement Concrete (RCC) of M20 grade for Roof Top Tower</b>					
4.	18 Metres Tower	8				
5.	15 Metres Tower	5				
6.	12 Metres Tower	1				
<b>C.</b>	<b>Installation for Earthing System &amp; Lightening Arrestors &amp; Aviation Warning Lights</b>					
7.	Installation for Earthing System & Lightening Arrestors for 18/15/12 Meters Roof Top Towers	14				
8.	Installation for Aviation Warning Lights for 18/15/12 M Roof Top Towers.	14				

Total price including VAT upto sites (in NRs. /INRs) as per col. No. 7 above:

a. In figures \_\_\_\_\_ In words \_\_\_\_\_

**Signature and Seal of the bidder:**

- Note:**
1. In case of discrepancy between unit price and total price the unit price shall prevail.
  2. In case of discrepancy between the amount in words and figures, the amount in words shall prevail
  3. The prevailing rate of VAT in Nepal is @13%. 4. Conversion rate from INRs to NRs will be taken as INRe. 1 = NRs 1.6.
  4. TDS shall be deducted as per Nepal's Tax Laws.

**PART-C**  
**Documents required at the time of award of Contract**

**Section-XII**  
**Performa for Performance Security**

To

**United Telecom Limited**  
**Triveni Complex, Putali Sadak,**  
**Kathmandu, Bagmati-44601, Nepal**

WHEREAS -----(*name of supplier*) [hereinafter called the ‘Supplier’] has undertaken, in pursuance of NIT No. UTL/NPL/RTT/2010-11/1 dated December 27, 2010 for Supply, Delivery and Installation of Roof Top Towers with accessories including the supply and installation of Foundation, Earthing System and Aviation Warning Lamp [hereinafter called ‘the Contract’] as per the conditions of Letter of Intent (LoI) issued to the Supplier by United Telecom Limited, hereinafter called ‘the UTL’.

AND WHEREAS it has been stipulated by UTL in the said Letter of Intent (LoI) that the Supplier shall furnish UTL with a bank guarantee by a reputed commercial bank located in Nepal (as specified in Annexure-C of the bid document) for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of NRs.-----(*specify amount of guarantee in figure and words*), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default of its obligations and without cavil or argument, any sum or sums within the limits of NRs. -----(*specify amount of guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee is valid until the ----- (*Specify Date*)

Signature and Official Seal of the Guarantors

[Name] -----

[Designation]-----

[Date]-----

[Address]-----

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*The list of banks located in Nepal as per [Annexure-C](#) have been short listed and acceptable to United Telecom Limited for the purpose of Performance Security.*

**Section-XIII**

**WARRANTY CERTIFICATE**

**NIT No: UTL/NPL / RTT/2010-11/1 Dated: - December 27, 2010.**

The contractor shall warrant that the materials/job be supplied/done as per section-V shall be free from all defects and faults and shall be of the highest grade and consistent with the established and generally accepted standards for the materials/job of this type and shall perform in full conformity with the specifications. The contractor shall be responsible for any defects that may develop during proper use arising from faulty design, workmanship inadequate quantity of material to meet the requirements, inadequate contract protection, deficiency in circuits design or other wise and shall remedy such defects at his cost, when called upon to do so by the purchaser, who, shall state in wiring in what respect the store/job is faulty. The warranty shall survive inspection or payment for and acceptance of goods/job but shall expire except in respect of complaints notified prior to such date, 36 months after the date of taking over.

If it becomes necessary for the contractor to replace or renew any defective portion(s) of the equipment(s) under this clause, the provisions of the clause shall apply to the portion(s) of equipment(s) so replaced or renewed until the end of the above mentioned period of 36 months, whichever may be late. Similar provision will be applicable in respect of rectifications made to the job/works. If any defect is not remedied within a reasonable time, UTL shall proceed to do get the work/supply at the contractor's risk and expenses, but without prejudice to any other rights, which UTL may have against the contractor in respect of such defects.

Replacement/renewal/rectification under warranty clause shall be made by contractors free of the charges/costs

(Signature of Supplier with stamp)

Dated:\_\_\_\_\_