BIDDING DOCUMENT

for

The Procurement of
Supply, Installation, Customization, Migration, Implementation, Maintenance, Training and Support of Human Resource Management Information System (HRMIS)

National Competitive Bidding (NCB)

Nepal Bank Limited

Issued on: 2082/03/29

Invitation for Bids No.: NBL/NCB19/G081/82

Contract Identification No.: NBL/NCB19/G081/82

Abbreviations

BDS...................... Bid Data Sheet

BD .... Bidding Document

DCS...................... Delivery and Completion Schedule

DP ……………. Development Partner

EQC .... Evaluation and Qualification Criteria

GCC .... General Conditions of Contract

GoN[1] .... Government of Nepal

ICC....................... International Chamber of Commerce

IFB .... Invitation for Bids

ITB .... Instructions to Bidders

LGRS .... List of Goods and Related Services

NCB ……………. National Competitive Bidding

PAN ……………. Permanent Account Number

PPMO ……………Public Procurement Monitoring Office

SBD...................... Standard Bidding Document

SBQ...................... Schedule of Bidder Qualifications

SCC……………. Special Conditions of Contract

SR .... Schedule of Requirements

TS........................ Technical Specifications

VAT …………… Value Added Tax

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

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Invitation for Bids

Nepal Bank Limited

Date of publication: 2082/03/29
Invitation for Bids No: NBL/NCB19/G081/82

1. Nepal Bank invites *electronic* bids from eligible bidders for the procurement of Supply, Installation, Customization, Migration, Implementation, Maintenance, Training and Support of Human Resource Management Information System (HRMIS) under National competitive bidding – Single Stage Two Envelope procedures*.*

2. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Bid and the other (ii) the Price Bid, both in turn enclosed in one sealed envelope as per the provision of ITB 23 of the Bidding Document.

3. Eligible Bidders may obtain further information and inspect the bidding documents visiting PPMO eGP system www.bolpatra.gov.np/egp.

4. Bidder to submit their bid electronically may purchase the hard copy of the bidding documents as mentioned above or may download the bidding documents for e-submission from PPMO's e-GP system www.bolpatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document Rs.3,000.00 in the following account as specified below.

   Information to deposit the cost of bidding document in Bank:
   Name of the Bank: Nepal Bank Limited
   Name of Office: Kathmandu Banking Office
   Office Account no: 0020010671123000001
   Office Account Name: NBL Tender/ Sealed Quotation/ Listing/

5. Pre-bid meeting shall be held at General Service Department at 11:30 AM on 2082/04/11

6. electronic bids must be submitted to the office through PPMO's e-GP system www.bolpatra.gov.np/egp on or before 11:30 *AM* on *2082/04/27*. Bids received after this deadline will be rejected.

7. The bids will be opened in the presence of Bidders' representatives who choose to attend at 12:30 PM on 2082/04/27 at the office of General Service Department, Bhugolpark, Kathmandu. Bids must be valid for a period of 120 from the date of bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of NRs.*2,15,000.00*, which shall be valid for 30 days beyond the validity period of the bid .

8. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.

Section I. Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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Section I. Instructions to Bidders

A.   General

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

(a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:

    (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

    (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

    (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

    (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

    (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP's contractual rights of audit or access to information; and

    (vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

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

(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.

(d) DP will impose remedial actions on a firm or an individual, at any

	time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and (e) The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.
	3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price, (g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
	3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

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

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(e)   a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

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

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

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

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

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

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

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

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

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

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

4.9   The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland

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	Revenue Office shall only be eligible. The foreign bidder submitting the documents *indicated in the BDS* at the time of bid submission and a declaration to submit the document(s) *indicated in the BDS* at the time of contract agreement shall only be eligible.	
	4.10 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.	
5. Eligible Goods and Related Services	5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country *specified in the BDS*.	
	5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied	
	5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.	
6. Site Visit	6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.	
	6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.	
	6.3 The costs of visiting the Site shall be at the Bidder's own expense.	

B.   Contents of Bidding Document

7. Sections of the Bidding Document	7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.	
	PART 1 Bidding Procedures	
	• Section I. Instructions to Bidders (ITB)	
	• Section II. Bid Data Sheet (BDS)	
	• Section III. Evaluation and Qualification Criteria	
	• Section IV. Bidding Forms	
	PART 2 Supply Requirements	
	• Section V. Schedule of Requirements	
	PART 3 Conditions of Contract and Contract Forms	

		• Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) Section VIII. Contract Forms 7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids. 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid. 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document
8.	**Clarification of Bidding Document/Pre-bid meeting**	8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address *indicated in the BDS* or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit *specified in the BDS* prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2. 8.2 The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date, and time as *specified in the BDS* to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.
9.	**Amendment of Bidding Document**	9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.

	9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
11. Language of Bid	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language *specified in the BDS*. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language *specified in the BDS*, in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope.
	12.2 The Technical Bid shall comprise the following:
	(a) Letter of Technical Bid;
	(b) Bid Security in accordance with ITB 21;
	(c) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14;
	(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
	(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
	(f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;
	(g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
	(h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding

	Document issued by PPMO, *required in the BDS.*	
	12.3 The Price Bid submitted by the Bidder shall comprise the following:	
	(a) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16;	
	(b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and	
	(c) any other document required in the BDS.	
	12.4 The Bidder is solely responsible for the authenticity of the submitted documents.	
	12.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.	
13. Bid Submission Letter and Price Schedules	13.1 The Bidder shall submit the Technical Bid Submission Letter and the Price Bid Submission Letter using the form furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.	
	13.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.	
14. Alternative Bids	14.1 Unless otherwise *indicated in the BDS*, alternative bids shall not be considered.	
15. Bid Prices and Discounts	15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below.	
	15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract.	
	15.3 Prices quoted in the Price Schedules shall be included the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules.	

	If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB **38.3**. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
	15.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise *specified in the BDS*. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB **31**. However, if in *accordance with the BDS*, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	15.5 The Bidder's separation of price components in accordance with ITB 15.2 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
	15.6 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
	15.7 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The discount and methodology for its application shall be quoted in Letter of Price Bid.
	15.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and opened at the same time.
16. Currencies of Bid	16.1 All Prices shall be quoted in Nepalese Rupees.
17. Documents Establishing	17.1 To establish their eligibility in accordance with ITB 4, Bidders shall: (a) complete the eligibility declarations in the Bid Submission

the Eligibility of the Bidder	Letter, included in Section IV, Bidding Forms; and
	(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.
	(c) submit the copy of the documents as *specified in Section III, Evaluation and Qualification Criteria*.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements. 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements. 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser. 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.
19. Documents Establishing the Qualifications of the Bidder	19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified.

19.2 If so *required in the BDS*, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.

19.3 If so *required in the BDS*, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:

   a. Name and address of the Agent/Representative,

   b. The Agent/Representative providing type of services,

   c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,

   d. Other agreement with Agent/Representative, if any,

   e. Bidder shall certify in the Letter of Authorization as follows:

"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",

   If the agent has not been appointed:

   a. Source of information about tender invitation,

   b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,

   c. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,

   d. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.

19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is

	less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.
20. Period of Validity of Bids	20.1 Bid shall remain valid for a period *specified in the BDS* after the bid submission deadline date prescribed by the purchaser. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.
	20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.
21. Bid Security	21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as *specified in the BDS*. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.
	21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) original copy of cash deposit voucher in the Purchaser 's Account as *specified in BDS*. In case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the

bid, or beyond any period of extension if requested under ITB 20.2.

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

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

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder's furnishing of the required performance security and signing of the Contract Agreement pursuant to ITB 43.1 and 44.1.

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

21.6 The Bid Security may be forfeited:

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

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

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

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

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

(d) the successful Bidder fails to:

   (i) furnish a performance security in accordance with ITB 43.1;

   (ii) sign the Contract in accordance with ITB 44.1; or

   (iii) accept the correction of arithmetical errors pursuant to clause 36.

21.7 The Bid Security of a JV must be in the name of the JV that submits the

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

D.   Submission and Opening of Bids

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

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

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

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

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

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

   iv. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.

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

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

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

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

No.	Document	Requirement	Remarks

No.	Document	Requirement	Remarks
1.	Letter of Technical Bid	Mandatory	PDF
2.	Bid Security/Bank Guarantee	Mandatory	PDF
3.	Company registration Certificate	Mandatory	PDF
4.	VAT registration Certificate	Mandatory (for domestic bidders only)	PDF
5.	Business Registration Certificate	Mandatory	PDF
6.	Tax Clearance Certificate/Tax return submission evidence/evidence of time extension	Mandatory (for domestic bidders only)	PDF
7.	Power of Attorney of Bid signatory	Mandatory	PDF
8.	Bank Voucher for cost of bid document	Mandatory	PDF
9.	Joint venture agreement	Mandatory in case of JV Only	PDF
10.	Qualification Documents	Mandatory	PDF
11.	Technical Specification	Mandatory	PDF or Online Forms
12.	Delivery and Completion Schedule	Mandatory	PDF or Online Forms
13.	Additional documents] specified in ITB 12.2 (h)	Mandatory (If any)	PDF

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

No.	Document	Requirement	Remarks
1.	Letter of Price Bid	Mandatory	PDF
2.	Completed Price Schedule	Mandatory	Online Forms

3.	Additional Documents specified in ITB 12.3 (c)	Mandatory (If any)	PDF

Note:

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

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

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

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

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

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

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

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

cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has

	prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings, and conditions of contract.
	23.2 The inner and outer envelopes shall:
	(a) bear the name and address of the Bidder;
	(b) be addressed to the Purchaser in accordance with ITB 24.1; and
	(c) bear the specific identification of this bidding process indicated in BDS 1.1.
	23.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.
	23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7
	23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time *indicated in the BDS*. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.
	24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.
25. Late Bids	25.1 The Purchaser shall not consider any Bid - Technical or Price - that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, or Modification of Bids	26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as

follows:

GoN Funded:

    (i) Bids submitted in hard Copy

      a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:

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

        (bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

DP Funded:

Bidders may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be

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

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

    ii) E-submitted bids.

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

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

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

GoN Funded

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

	Bidder on the Letter of Bid or any extension thereof.
	(ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof. **DP Funded** No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof. 26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time. 26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity. 26.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.
27.Bid Opening	27.1 The Purchaser's bid opening committee shall conduct the opening of Technical Bids in public in the presence of bidder or its representative who choose to attend at the address, date and time *specified in the BDS*. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer shall reject the entire Bid. 27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid Opening Committee. 27.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as *specified above*. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 27.4 Before opening the bids, the **opening committee** shall separate the

envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Next, envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 27.1.

27.5 All other envelopes holding the Technical Bid shall be opened one at a time, and the following read out and recorded: the name of the Bidder; whether there is a modification; the presence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

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

27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 7 days' notice for the opening of Price Bids.

27.8 The purchaser will notify Bidders in writing who have been rejected on

the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

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

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

(a) the name of the Bidder;

(b) whether there is a modification;

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

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

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

27.11 The purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot/package if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

E.   Evaluation and Comparison of Bids

28.Confidentiality	28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 42.1.
	28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
	28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of

	Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
29. Clarification of Bids	29.1 To assist in the examination, evaluation, comparison and post-qualification of the Technical and Price Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 36. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid. 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid may be rejected.
30. Deviations, Reservations, and Omissions	30.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31. Examination of Technical Bid	31.1 The purchaser shall examine the Technical Bid to confirm that all documents and technical information requested in ITB 12.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected. 31.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.
32. Determination of Responsiveness	32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Technical Bid itself, as defined in ITB 12.2. 32.2 A substantially responsive Technical Bid is one that meets the

of Technical Bid	requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
	(a) if accepted, would:
	(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or
	(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
	(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
	32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.
	32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation.
	32.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
	32.7 Except in case of e-submission, the Financial Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders.
33. Non-material Non-conformities	33.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the

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

	documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.
36.Correction of Arithmetical Errors	36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis: a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; c) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above. 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfeited.
37. Goods manufactured in Nepal to be procured	37.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be preferred in the evaluation of the Bids. 37.2 For granting such preference pursuant to 37.1, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more that 30 percent. 37.3 In case of granting preference, responsive bids shall be classified in one of the two groups; Group A (bids offering Goods manufactured in Nepal) and Group B (bids offering Goods manufactured outside Nepal). Lowest evaluated bids from each group shall be identified and compared. If as a result of the comparison, the lowest evaluated bid is a bid from group B, the lowest evaluated bid from group B shall be compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group B, for the purpose of this comparison only, an amount equal to fifteen (15%)

	percent of the bid price. The lowest evaluated bid determined from this last comparison shall be selected.
	37.4 In supply, delivery and installation contracts in which there are a number of items of Goods and Related Services, preference margin shall not be applied to the whole package but only to the eligible domestically produced Goods within the package. In the comparison of Bids, only the price in each Bid of the Goods offered from outside Nepal shall be increased by fifteen (15%) percent.
38.Evaluation and Comparison of Price Bids	38.1 The Purchaser shall evaluate and compare all substantially responsive Bids to determine the lowest evaluated bid.
	38.2 To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
	38.3 To evaluate a Price Bid, the Purchaser shall consider the following:
	(a) the bid price as quoted in accordance with ITB 15 **as specified in BDS**;
	(b) adjustment for correction of arithmetic errors in accordance with ITB 36.1;
	(c) adjustment due to discounts offered in accordance with ITB 15.7;
	(d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3 ; and
	(e) adjustment due to application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.
	(f) adjustment due to the application of a margin of preference in accordance with ITB clause 37.
	38.4 Any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid, shall not be taken into account in bid evaluation.
	38.5 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of

	the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).
	38.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	39.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

40. Award Criteria	40.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41. Purchaser's Right to Vary Quantities at Time of Award	41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages *indicated in the BDS*, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
42. Notification of Intention to Award	42.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 40.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.
	42.2 If no bidder submits an application pursuant to ITB 45.1 within a period of seven days of providing the notice under ITB 42.1, the Purchaser shall accept the bid selected in accordance with ITB 40.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.
	40.3 42.3 In Case, a corruption case is being filed to Court against the Natural

	Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
43.Performance Security	43.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VIII (Contract Forms) or another form acceptable to the Purchaser. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.
	43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
44. Signing of Contract	44.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 43. 44.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the *District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office.* The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv)

	reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price.
	44.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 42.1, requests in writing the grounds on which its bid was not selected.
	44.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 44.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
45.Complaint and Review	45.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 42.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.
	45.2 An application filed after the deadline pursuant ITB 45.1 shall not be processed.
	45.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 45.1:
	(a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
	(b) whether or not to reject an application.
	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value *as stated in BDS*.
	45.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 45.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 45.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 45.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.
	45.5 Late application filed after the deadline pursuant to ITB 45.4 shall not

	be processed.
	45.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 45.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 45.3.
	45.7 Within three (3) days of receipt of the notification pursuant to ITB 45.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.
	45.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 45.4.
	45.9 The Bidder, filing application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law *as stated in BDS* with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 45.4. Application filed without furnishing the security deposit shall not be processed.
	45.10 If the claim made by the Bidder pursuant to ITB 45.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 45.9, within seven (7) days of such decision made.
	45.11 If the claim made by the Bidder pursuant to ITB 45.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 45.9 shall be forfeited.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids (IFB) is:*NBL/NCB19/G081/82*
ITB 1.1	Name of the Purchaser*:* Nepal Bank Limited, Bhugolpark, Kathmandu
ITB 1.1	Name and Identification number of the Contract: Supply, Installation, Customization, Migration, Implementation, Maintenance, Training and Support of Human Resource Management Information System (HRMIS) Identification number of the Contract: *NBL/NCB19/G081/82*
ITB 2.1	Source of Fund: *Internal Resources* Name of contract: Supply, Installation, Customization, Migration, Implementation, Maintenance, Training and Support of Human Resource Management Information System (HRMIS)
ITB 4.1	Bidders from the following countries are not eligible: *"Not Applicable"*
ITB 4.2	Maximum number of partner in a joint venture shall be : **3 (three)**
ITB 4.4	A list of debarred firms is available at http:\\www.ppmo.gov.np
ITB 4.9	The foreign Bidder at the time of bid submission: N/A
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: *"Not Applicable"*
B. Bidding Document	

ITB 8.1	For **clarification purposes** only, the Purchaser's address is:
	Attention: Mrs Pratima Shrestha,
	        Chief Manager,
	        General Service Department.
	Name of the Purchaser: Nepal Bank Limited
	Address: Bhugol Park, Kathmandu
	Telephone: 01-5971155
	Electronic Mail Address: gsd@nepalbank.com.np

ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10 days prior to the

	deadline date for submission of bid.
ITB 8.2	Pre-Bid meeting *"shall"* be organized.
	If a Pre-Bid meeting will take place, it will be at the following date, time and place:
	Date: 2082/04/11
	Time: 11:30 AM
	Place: General Service Department, Bhugolpark, Kathmandu

C. Preparation of Bids

ITB 11.1	The language of the Bid is: Nepali or English
ITB 12.2 (h)	The Bidder shall submit the following additional documents with its Bid:
	(i) *Manufacturer's Authorization letter in fovor of Nepal Bank Limited.*
	ii) The bidder should be an OEM or authorized partner of OEM for supply of licenses and solution implementation and maintenance support under warranty / AMC, for the products required to implement the HRMIS and payroll.
ITB 12.3 (c)	The Bidder shall submit with its Price Bid the following additional documents:
	[insert any other documents required]
ITB 14.1	Alternative Bids *"shall not be"* permitted.
ITB 15.4	**The prices quoted by the Bidder shall *not be Adjustable***
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Not applicable
ITB 19.2	*"A Manufacturer's Authorization letter is required in favour of Nepal Bank."*
	or
	The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor, or reseller of the goods being procured"
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be 120 days.
ITB 21.1	The bid must be accompanied by bid security, amounting to a *minimum of NRs.2,15,000.00*, which shall be *valid for minimum 30 days* beyond

	the bid validity period. (i.e.8ᵗʰ January, 2026)
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account No: 002001067112000000, Account Name: Bid Deposit Account at Nepal Bank Limited, Kathmandu Banking Office and submit the receipt of the deposited amount of cash along with the bid.
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid

D. Submission and Opening of Bids

ITB 23.1	Bidders shall have the option of submitting their bids *"by electronic only"*
ITB 24.1	For bid submission purposes only, the Purchaser's address is: General Service Department, Head Office, Bhugolpark, Kathmandu
ITB 24.1	The deadline for bid submission is: Date: 2082/04/27 Time: 11:30 AM
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: Date: 2082/04/27 Time: 12:30 PM Place: General Service Department, Bhugolpark, Kathmandu

E. Evaluation and Comparison of Bids

ITB 38.3 (a)	Bids will be evaluated lot by lot/package (may be multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITB 38.3 (e)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: *[refer to Schedule III, Evaluation and Qualification Criteria]* N/A *(a)* Deviation in Delivery schedule: *[insert Yes or No. If yes insert the adjustment factor]*

	(b) Deviation in payment schedule: *[insert Yes or No. If yes insert the adjustment factor]*
	(c) the cost of major replacement components, mandatory spare parts, and service: *[insert Yes or No. If yes, insert the Methodology and criteria]*
	(d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid *[insert Yes or No, If yes, insert the Methodology and criteria]*
	(e) the projected operating and maintenance costs during the life of the equipment *[insert Yes or No, If yes, insert the Methodology and criteria]*
	(f) the performance and productivity of the equipment offered; *[Insert Yes or No. If yes, insert the Methodology and criteria]*
**F. Award of Contract**
ITB 41.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 45.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000)
ITB 45.9	The bidder, filling application pursuant to ITB 45.4, shall have to furnish a cash amount or Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 42.1

Section III. Evaluation and Qualification Criteria

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

Table of Criteria

1. Evaluation Criteria

    1.1 Technical Criteria

    1.2 Economic Criteria

    1.3 Multiple Contracts

2. Qualification Criteria

Evaluation Criteria (N/A)

Criteria for Bid evaluation are to be determined case by case basis. Select from following the appropriate criteria according to the provisions specified in ITB 38. Retain only the relevant parameters and evaluation methods to apply corresponding to the retained criteria.

1.1 Technical Criteria

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

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

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

1.2 Economic Criteria

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

Examples of such criteria appear below:

1.2.1 Adjustment for Scope

1.2.1.1 Local Handling and Inland Transportation

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

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

In such case, the following provision should be used:

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

1.2.1.2. Minor Omissions or Missing Items

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

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

      (ii)   equal to the average price quoted for the same item by the other Bidders; or

      (iii)   estimated by the Procuring Entity.

Of these three methods the Procuring Entity should preferably use (i) or (ii), as Bidders frequently challenge (iii) because of its lack of transparency.

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

nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."]

1.2.2 Adjustment for Deviations from the Terms of Payment

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

> *Alternative 1: **[Insert: "Deviations from the Terms of Payment as specified in SCC 15.1 are not permitted."]***

> *Alternative 2: **[Insert: "Bids offering payment terms that differ from those specified in SCC 15.1 will be accepted but the Bids will be adjusted in the evaluation by adding the cost of the interest involved at the rate of (. . . specify commercial rate applicable)."]***

1.2.3 Adjustment for Deviations in the Delivery and Completion Schedule

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

> *Alternative 1: **[Insert: "Deviations from the Delivery and Completion Schedule specified in Section V (Schedule of Requirements) are not permitted."]***

> *Alternative 2: **[Insert: "The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section V (Schedule of Requirement). No credit will be given for earlier completion. Bids offering late contract performance schedules (beyond earliest delivery date specified in Schedule of Requirement) will be accepted but the Bids shall be adjusted in the***

evaluation by adding to the Bid Price at the rate of 0.05 percent of the Bid Price for each day of delay. Bids offering delivery schedules beyond latest delivery date specified in Schedule of Requirement shall be rejected."]

1.2.4 Operating and Maintenance Costs

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

Typical O&M cost factors for calculation are:

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

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

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

[Insert procedures to be used]

1.2.5 Spare Parts and after Sales Service Facilities

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

[Insert: "The list of items and quantities of (… specify spare parts, tools, major assemblies, and selected components), likely to be required during the initial period (… specify period) of

operation is indicated in Section V. Schedule of Requirements. The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price."] and or [Insert: " Bid price will be loaded by a 1% amount of bid price, if the spare parts and after sales services facilities for the equipment are not available in ……….[insert the name of place such as Kathmandu or Pokhara etc.].

1.2.6 Performance and Productivity of the Goods

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in Section V. Schedule of Requirements, and the corresponding value guaranteed by the Bidder in its Bid. Choose and insert one of the following:

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 38.3 (e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 38.3(e).

or

(ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 38.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 38.3 (e).

1.2.7 Specific additional Criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS sub douse 38.3(e)

1.3 Multiple Contracts

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

[Insert: "Goods are grouped in lots/packages. The Purchaser will evaluate and compare Bids on the basis of a lot/package, or a combination of lots/packages, or as a total of lots/packages to

arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts."]

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

2. Qualification

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

2.1 Eligibility

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
Requirement		All Partners Combined	Each Partner	One Partner	

2.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.1.2 Government/DP Eligibility

Not having been declared ineligible by government /DP, as described in ITB Sub-Clause 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.1.3 Government-Owned Entity

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2

2.1.4 UN Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Technical Bid Submission Sheet

2.1.5 Nationality

Nationality in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI – 2 with attachments

2.1.6   Other Eligibility

Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/ evidence of time extension for the F/Y 2080/81	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
The bidder should not have been black-listed by any Public organization, NRB or any regulatory authority as on date of RFP submission. Bidder must certify to that effect.	must meet requirement				Document attachment
The bidder should provide a comprehensive warranty and maintenance support plan, including response times, escalation procedures, and service level agreements (SLAs)	must meet requirement				Document attachment
Company Profile	must meet requirement				Document attachment

2.2   Pending Litigation.

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

2.3 Financial Situation

2.3.1 Historical Financial Performance

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

2.3.2 Average Annual Turnover

Criteria	Compliance Requirements				Documents
		Joint Venture			
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
Minimum average annual turnover of Rs.55,00,000.00 calculated as total payments received by the Bidder for supply contracts completed or under execution over the last three years.	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40% of the requirement	Form FIN – 2

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

2.3.3   Financial Resources

Criteria	Compliance Requirements				Documents
		Joint Venture			Submission Requirements
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	
The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets[2,] unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of 55,00,000.00	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40 % of the requirement	Form FIN - 3

2.4   Experience

2.4.1   General Experience

Criteria	Compliance Requirements				Documents
		Joint Venture			Submission Requirements
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	
Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor for at least 2 years prior to the applications submission deadline.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP – 1

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

2.4.2 Specific Experience

Criteria	Compliance Requirements				Documents
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirements**
		All Partners Combined	**Each Partner**	**One Partner**	
Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor in at least 2 Contracts within the last three (3) years, with a value of at least NRs 55,00,000.00 (total of all contracts) with nature, and complexity similar to the scope of supply described in Section V (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 2

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

Specific Experience		
2.1	Proof of five year of experience in the field of HRMIS and payroll development, deployment and support.	Must required
2.2	The bidder should be an OEM or authorized partner of OEM for supply of licenses and solution implementation and maintenance support under warranty / AMC, for the products required to implement the HRMIS and payroll.	Must required
2.3	Manufacture's Authorization Form in favor of Nepal Bank Limited	Must required
2.4	The bidder should have experience on successful implementation of HRMIS and payroll system in at least two (2) Class "A" Banks in Nepal within the last five (5) years. The system should be in operation currently	Must require (experience letter not more than 6 months old from bid submission date)
2.5	The proposed solution should have been implemented in at least two (2) Class "A" Banks in Nepal within the last five (5) years. The system should be in operation currently	Must require (experience letter not more than 6 months old from bid submission date)
2.6	The bidder should have experience in implementation of HRMIS and payroll system for class "A" bank with 1,000+ employees	Must Require (Project reports or client references, should be submitted)
2.7	The bidder should have at least 25 technical staffs for the development, deployment and support for the proposed bidding system	Must Require (Employee details with defined roles and position)

2.8	The bidder should have experience in integrating HRMIS with other enterprise systems such as ERP, Finance, and Attendance Management Systems	Must Require (API documentation or client references, should be provided)
2.9	The bidder must demonstrate adherence to international data security and privacy standards, such as ISO 27001 or GDPR (if applicable) Or The bidder should submit IS audit passed report not older than five years from date of bid submission.	Must Require (Certificate)
2.10	The bidder should have experience in customizing and localizing HRMIS systems to meet the specific needs of Nepalese organizations, including support for **Nepali calendar, tax laws, labor laws and other relevant laws and acts.**	Must Require (Evidence of past customizations should be provided)

2.4.3 Technical Experience (Optional)[3]

Criteria	Compliance Requirements				Documents
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirements**
		All Partners Combined	**Each Partner**	**One Partner**	
The Bidder shall demonstrate that the goods offered have: (i) been in production for at least….(3)…. years or if the offered model is a new the manufacturer must have experience in producing the similar model for a minimum of ……(3)…..years; (ii) been sold a minimum of ……(4)…. units of similar type and specification over the last three years; and (iii) been in operation for a minimum of…… (3)…….. years[4].	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 3

---

[3] For procurement that involves high-value and technically complex items only

[4] The bidder shall furnish a list of users who had purchased same/similar goods/equipment during the period stated, number of equipment sold to them and the contract amount. They will be used as references to check the performance of the offered model, if necessary.

Note:

(3) Insert value 1 (one) to 3 (three) years

(4) Insert number of units which is 3 x Q/T, where Q is the value which is 80 % of the number of units specified in Price Schedule (in above round figure), T is contract duration in years. Contract duration less than one year shall be considered one year. The multiplier 3 (three) can be reduced to 1 (one) in accordance with complexity of the supply.

2.3.3   Production Capacity (Optional)[5]

Criteria	Compliance Requirements				Documents
Requirement	**Single Entity**	**Joint Venture**			**Submission Requirements**
		All Partners Combined	**Each Partner**	**One Partner**	
The Bidder or manufacturer shall demonstrate[6] that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section V (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 4

---

[5] For procurement that involves high-value and technically complex items only

[6] Bidder or Manufacturer shall provide evidence of production output.

Section IV. Bidding Forms

Notes on Bidding Forms

The Purchaser shall include in the Bidding Documents all Bidding Forms that the Bidder shall fill out and include in its Bid. The forms contained in this section are to be completed by the Bidder and submitted as part of its Bid. As specified in this Section, these forms are the Letter of Technical Bid, Letter of Price Bid, the Bid Security, Price Schedules, and the Bidder's Qualification Information Forms.

Table of Forms

Letter of Technical Bid

(The Bidder shall accomplish the Letter of Technical Bid in its Letter Head Clearly showing the Bidders Complete name and address.)

Date:
Contract No.:
Invitation for Bid No.:

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (Schedule of Requirements), the following Goods and Related Services: *[insert a brief description of the goods and related services];*

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ….. *[insert validity period as specified in ITB 20.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) Our firm, including any subcontractors or suppliers for any part of the Contract, has nationalities from eligible countries in accordance with ITB 4.8 and meets the requirements of ITB 3.4 & 3.5;

(e) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14;

(f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(g) We are not a government owned entity/we are a government owned entity but meet the requirements of ITB 4.5;[7]

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[7] Select one of the options

(h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3 and we have not been punished for an offense relating to the concerned profession or business.

(i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

       (If none has been paid or is to be paid, indicate "none.")

(j) We declare that we are solely responsible for the authenticity of the documents submitted by us. The document and information submitted by us are true and correct. If any document/information given is found to be concealed at a later date, we shall accept any legal actions by the purchaser.

(k) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date _____

Letter of Price Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date: ....

Name of the contract: ....

Invitation for Bid No.: ....

To:………………………………………………………………………………………………….

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (Schedule of Requirements), the following Goods and Related Services: *[insert a brief description of the goods and related services]*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is:

[Incase of only one lot/package, insert the total Bid Price in words and figures];

[Incase of multiple lots/packages, insert the total price of each lot/package]

(d) The discounts offered and the methodology for their application are:

The discounts offered are: *[specify in detail each discount offered]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts]*;

(e) Our bid shall be valid for a period of *[insert validity period as specified in ITB 20.1]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the

Bidding Document;

(g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

(j) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.

Name: ....

In the capacity of...

Signed   …………………………………………………………...

Duly authorized to sign the Bid for and on behalf of…………

Date…………………………………………………………....

ELI-1: Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted.]

1.	Bidder's Legal Name:	*[insert full name]*
2.	In case of JV, legal name of the representative member and of each member:	*[insert full name of each member in the JV and specify the representative member]*
3	Bidder's Country of Registration:	*[insert country of registration]*
4.	Bidder's Year of Registration:	*[insert year of incorporation]*
5.	Bidder's Legal Address in Country of Registration	*[insert street/number/town or city/country]*
6.	Bidder's trading address:	*[insert street/number/town or city/country]*
7.	Bidder's Telephone/Fax numbers:	*[insert telephone/fax numbers, including country and city codes]*
8.	Bidder's Email Address:	*[insert email address]*
9.	Bidder's Authorized Representative Information:	
	Name:	*[insert full name]*
	Address:	*[insert street/number/town or city/country]*
	Telephone/Fax numbers:	*[insert telephone/fax numbers, including country and city codes]*
	Email Address:	*[insert email address]*

Attached are copies of the following documents:

1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8

2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2

3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.2

4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5

ELI-2: Joint Venture Information Form

Each member of the Joint Venture must fill out this form separately to provide information relating to each JV member.

1.	**Bidder's legal name:**	*[insert full name]*
2.	Joint Venture Partner's legal name:	*[insert full name of Joint Venture Partner]*
3.	Joint Venture Partner's Country of Registration:	*[insert country of registration]*
4.	Joint Venture Partner's Legal Address in Country of Registration:	*[insert street/number/town or city/country]*
5.	Joint Venture Partner's Trading address	*[insert street/number/town or city/country]*
6.	Joint Venture Partner's Year of Registration:	*[insert year of registration]*
7.	Joint Venture Partner's Telephone/Fax numbers:	*[insert telephone/fax numbers, including country and city codes]*
8.	Joint Venture Partner's Email Address:	*[insert email address]*
9.	Joint Venture Partner's Authorized Representative Information:	
	Name:	*[insert full name]*
	Address:	*[insert street/number/town or city/country]*
	Telephone/Fax numbers:	*[insert telephone/fax numbers, including country and city codes]*
	Email Address:	*[insert email address]*
1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.2 and ITB 4.8 2. Authorization to represent the firm named above, in accordance with ITB 22.2 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5		

Form LIT 1:Pending Litigation Form

Each Bidder or member of a JV must fill in this form

Choose one of the following:

- No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.

- Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth
[insert year]	• Contract Identification*: [indicate complete Contract name, number, and any other identification]* • Name of Purchaser: *[insert full name]* • Address of Purchaser: *[insert street/city/country]* • Matter in dispute: *[indicate main issues in dispute]* • Party who initiated the dispute: *[indicate "Purchaser" or "Supplier"]* • Status of dispute: *[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*	*[insert amount]*

Form FIN-1: Financial Situation Form

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: *[Insert Name of Joint Venture Partner]*

Financial Data for Previous …….Years (in NRs)		
Year 1:	**Year 2:**	**Year …..:**

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA-CL			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for number of years, as indicated above, complying with the following conditions:

- All such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.

- Historic financial statements must be audited by a certified accountant.

- Historic financial statements must be complete, including all notes to the financial statements.

- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN-2: Average Annual Turnover Form

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

*Joint Venture Partner: **[Insert Name of Joint Venture Partner]***

Annual Turnover Data for the Last…… Years	
Year	**Amount (in NRs)**
Average Annual Turnover	

Form FIN-3: Financial Resources Form

Specify proposed sources of financing, such as liquid assets[8], unencumbered real assets, and other financial means (other than any contractual advance payments) available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	**Source of financing**	**Amount (in NRS)**
1		
2		
3		

---

[8] Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Form EXP-1: General Experience

[The following table shall be filled in for the Bidder and for each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]

[Identify contracts that demonstrate continuous supply over the past [number] years. List contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	**Ending Year**	**Contract Identification**	**Role of Bidder**
[*indicate year*]	[*indicate year*]	• Contract name: *[insert full name]* • Brief description of the supply performed by the Bidder: *[describe supply performed briefly]* • Amount of contract: *[insert amount]* • Name of Purchaser: *[indicate full name]* • Address: *[indicate street/number/town or city/country]*	*[insert "Prime Supplier"(Single entity or JV member) or "Subcontractor"]*

Form EXP-2: Specific Experience Form

[The following table shall be filled in for contracts performed by the Bidder and by each member of a JV. Each contract shall be supported by Signed Contract Agreement or any other relevant evidence.]

Contract of Similar Nature		
Item	**Information**	
Contract Identification	*[insert contract name and reference identification number, if applicable]*	
Award date	*[insert day, month, year, e.g., 10 January, 2022]*	
Completion date	*[insert day, month, year, e.g., 12 July, 2022]*	
Role in Contract *[check the appropriate box]*	Prime supplier	Sub-contractor ☐
	Single entity ☐	JV Member ☐	
Total Contract amount	*[insert total contract amount]*	*[Insert Currency]*
Description of the contract performed by the Bidder	*[Insert brief description of contract to justify similarity]*	
If partner in a JV or subcontractor, specify participation of total Contract amount	*[Insert percent of total]*	*[Insert Amount]*
Purchaser's Name:	*[Insert full name]*	
Purchaser's Address:	*[indicate street / number / town or city / country]*	
Purchaser's Telephone/fax number:	*[insert telephone/fax numbers, including country and city area codes]*	
Purchaser's E-mail:	*[insert E-mail address, if available]*	

The Bidder shall complete this form for each contract completed.

Form EXP - 3: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement *or any other relevant evidence*.

Technical Experience			
Name of Product			
Manufacturer:	Address and Nationality:		
(i) Product has been in production for at least. . . . . years.	Description of Goods	Year of Production	Number of units produced
	[insert description of Goods]	*[insert years]*	*[insert number]*
(ii) Product (or equipment) has been sold a minimum of. . . . . . . units of similar type and specification over the last three (3) years.	Description of Goods	Year of Production	Number of units that has been sold
	[insert description of Goods]	*[insert years]*	*[insert number]*
(iii) Product has been in operation for a minimum of . . . . years.	Description of Goods	Number of units that has been sold and years	Details of purchasers
	[insert description of Goods]	*[insert number]* *[insert year]*	*[insert name, address (street / number / town or city / country), telephone/fax numbers with country and city code, email addresses if available]*

Form EXP - 4: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity		
Name of Product		
Manufacturer:		**Address and Nationality:**
Production facility 1 (include location):	*[Insert description of goods and production capacity]*	
Production facility 2 (include location):	*[Insert description of goods and production capacity]*	
Production facility 3 (include location):	*[Insert description of goods and production capacity]*	

Form Spec-1: Bidder's proposed Specification Form

The bidder shall fill this form to provide the information on technical specifications and standards of offered goods. Bidder's Proposed Technical Specifications and Standards in column 4 shall comply with the Purchaser Requirement (Specifications and standards) specified by the Purchaser in the Schedule of Requirements.

Item No.	Name of Goods or Related Service	Country of Origin and Brand	Bidder's Proposed TS and Standards	Reference page/no./ Catalogue page/ no.	Status of compliance[9]
1	2	3	4	5	6
[insert item No.]	*[insert name]*	*[insert country of Origin and Brand name]*	*[insert TS and Standards]*	*[insert reference page or no. / catalogue page or no. if any]]*	*[insert status]*

---

[9] *The bidder shall state as Fully compliance or Partially compliance or Compliance*

Form Del-1: Bidder's proposed Delivery Date

The bidder shall fill this form to provide the information on delivery date of offered goods. Bidder's offered delivery date in column 4 shall comply with the Purchaser Requirement (Delivery and Completion Schedule) specified by the Purchaser in the Schedule of Requirements.

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Bidder's offered Delivery date [to be provided by the bidder]
1	2	3	4	5	6
[insert item No]	*[insert description of Goods]*	*[insert quantity of item to be supplied]*	*[insert physical unit for the quantity]*	*[insert place of delivery]*	*[insert the number of days following the date of effectiveness the Contract]*

Note: The date of effectiveness of contract shall be as of signing the contract

Price Schedule for Goods

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

Name of Bidder _____ Invitation for Bid No.:_____

Item	Description	Country of Origin	Quantity	Unit price[10] (in NRs)		Total price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
	Human resource Management Information System (Unlimited User and Unlimited Branch)					
					Total	
					VAT	
					Grand Total	

Bidders shall prepare AMC Rate Schedule separately within 12% of price proposed.

Note: The OS license, Database license will be provided by the bank.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date:

_____

[10]   The price shall include the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier.

Bid Security

Bank Guarantee
Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the Bank)

[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law of Nepal]

insert Bank's Name, and Address of Issuing Branch or Office]

Date: *[insert date]*

Beneficiary: *[insert Name and Address of Purchaser]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No*. [insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures, (insert amount in words)]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn or modifies its Bid:

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

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

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) changes the prices or substance of the bid while providing information pursuant to clause   29.1 of ITB; or

(d)   having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

(e) is involved in fraud and corruption in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be *[insert the date]*.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758[11].

. . .Bank's seal and authorized signature(s) . . .

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

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[11] As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

Manufacturer's Authorization Letter

[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date: *[insert date of Bid Submission]*

IFB No.: *[insert number]*

To: *[insert complete name and address of Purchaser]*

WHEREAS **[insert complete name of Manufacturer or Manufacturer's authorized agent]** who are official manufacturers of **[insert type of goods manufactured]** having factories at **[insert full address of Manufacturer's factories]**, do hereby authorize **[insert complete name of Bidder]** exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us **[insert name and/or brief description of the goods]** and to subsequently sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Name: **[insert complete name of person signing the Authorization]**

In the capacity of: **[insert legal capacity of person signing the Authorization]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the Authorization for and on behalf of: **[insert complete name of Manufacture]**

Date: **[insert date of signing]**

Section V. Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding Documents by the Purchaser, and shall cover, at a minimum, a description of the Goods and Related Services to be supplied and the Delivery Schedules.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV.

Contents

List of Goods and Related Services

The purpose of the List of Goods and Related Services (LGRS) is to briefly describe and specify the quantities of each of the Goods and Related Services that the Purchaser requires the Bidder to include in its Bid. As a part of the SR, the LGRS constitutes a Contract document and, therefore, it is a part of the Contract. The Purchaser must prepare the LGRS and include it as a part of the SR.

If the Goods and Related Services are grouped in lots/packages, the Purchaser must state here whether Bidders are permitted to submit Bids for individual lots/packages or not. For example:

[*Alternative 1. Insert: "The Goods and Related Services are grouped in lots/packages. Bids on individual lots are not permitted. Only Bids for all of the lots/Packages will be accepted."*]

[*Alternative 2. Insert: "The Goods and Related Services are grouped in lots/packages. Bidders shall have the option of submitting Bids for one, any combination, or all of the lots/Packages. Lots/Packages shall not be further sub-divided for the purpose of bidding."*]

Lot/ Package No. : [*if applicable*]				
Lot/ Package Name : [*if applicable*]				
Item No.	**Name of Goods or Related Services**	**Description**[12]	**Unit of Measurement**	**Quantity**

---

[12] *Description of Goods or related services is to be inserted in this column*

Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

(I) in case of Delivery schedule is not determined as evaluation criteria

[The Purchaser shall fill in this table from column 1 to 6]

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date
1.	2	3	4	5	6
[insert item No]	*[insert description of Goods]*	*[insert quantity of item to be supplied]*	*[insert physical unit for the quantity]*	*[insert place of delivery]*	*[insert the number of days following the date of effectiveness the Contract]*

Note: The date of effectiveness of contract shall be as of signing the contract

Technical Specification

manufacturing of the Goods.

(b) Detailed tests required (type and number).

(c) Other additional work and/or Related Services required to achieve full delivery.

(d) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.

(e) List of detailed functional guarantees covered by the Warranty and the specification of the penalties to be applied in the event that such guarantees are not met.

- The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. The Purchaser shall include an additional Bidding Form, Form Spec-1 (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its Bid a part or all of the TS, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid (Form Spec-1).

Purchaser Requirement

The Goods and Related Services shall comply with following Technical Specifications and Standards:

1. Summary of Technical Specifications.
Introduction

Nepal Bank Limited, the first commercial bank in Nepal, was established on November 15, 1937 (Kartik 30, 1994). It was founded as a joint venture between the Government of Nepal and the general public, marking a significant milestone in the country's financial history. Over the decades, the bank has expanded its operations and now provides banking services through a widespread network of 240+ branch offices located across diverse geographical regions of Nepal.

At present, Nepal Bank Limited employs approximately 3,000 individuals. However, the bank currently relies on a desktop-based Human Resource Management Information System (HRMIS) that operates exclusively on oracle forms 6i. This system has become obsolete, as oracle has officially discontinued support for oracle forms 6i, leaving the bank vulnerable to security risks and operational inefficiencies.

The primary goal of upgrading the HRMIS is to modernize and streamline the management of human resources within the bank. By implementing an advanced and up-to-date system, the bank aims to improve the efficiency and effectiveness of its HR processes. This upgrade will enable the bank to cultivate a highly skilled and competent workforce, better equipped to navigate the challenges and opportunities arising from the rapid transformation taking place in the financial sector. Ultimately, the enhanced HRMIS will support the bank in achieving its strategic objectives and maintaining its competitive edge in the evolving banking landscape.

A.1   Procurement Approach

This procurement is for the implementation of a state-of-the-art **Human Resource Management Information System (HRMIS) and Central Payroll System**. The selected software vendor will be responsible for providing **Commercial Off-the-Shelf (COTS) HRMIS and Central Payroll software**, along with any necessary customization tailored to the specific needs of the bank. The vendor will also be accountable for ensuring the system is fully operational and live within the timeframe specified in this document.

To qualify for bidding, software vendors must demonstrate a **long-term commitment** to enhancing and maintaining the HRMIS and Central Payroll System supplied to the bank. Additionally, vendors must possess the **financial stability** and **technical expertise** required to complete the project within the agreed schedule and to provide **ongoing support** to Nepal Bank Limited (NBL)

post-implementation. This includes ensuring the system remains up-to-date, secure, and aligned with the bank's evolving operational requirements.

The vendor's ability to deliver a reliable, scalable, and user-friendly system, along with their commitment to long-term collaboration, will be critical factors in the selection process. The ultimate goal is to ensure the successful deployment of a robust HRMIS and Payroll System that enhances operational efficiency, supports strategic decision-making, and meets the bank's current and future needs.

A.2   Procurement Scope

The scope of this procurement includes:

- Supply, customization, installation, testing, and implementation of the HRMIS & Payroll system

- The proposed System should be developed as per the floated RFP by bank

- The selected vendor should conduct conversion and migration of existing data to the new system

- The selected vendor should provide specification of the required hardware and networking architecture to support proposed HRMIS & Central Payroll System

- Vendor should coordinate with NBL project manager

- UAT should be performed as per banks requirement with sing-off from concerned departments.

- The vendor should perform third party Quality Assurance test, stress test, performance test, load test, VAPT and provide reports related to them

- The system should comply VAPT as per banks policy

- The selected vendor should provide all technical and operational documentation of the proposed system

- The selected vendor should provide training (Operational and Technical) to NBL staffs

- The proposed system should be declared live with all the branches with in time frame

- The vendor should configure DC in HA mode with capable of DR replication for the proposed system.

- The selected vendor should provide post-implementation warranty support of the HRMIS & Central Payroll System

A.3   Project Deliverables

The bank aims to streamline various aspects of employee management, including onboarding, attendance tracking, leave management, payroll processing, KYE management and training

administration. This initiative is expected to minimize errors, optimize workforce management, and reduce operational costs, ultimately improving the bank's bottom line.

The proposed system will enhance the employee experience by simplifying processes, ensuring faster responses to queries and requests. Additionally, it will provide real-time business activity monitoring and analytics, enabling the bank to gain deeper insights into transactions. By leveraging audit trails and dynamic resource allocation, the system will optimize content and resource utilization while maintaining compliance and efficiency.

Key Modules:

- ❖ **Organizational Setup** – Define organizational hierarchy, roles, and departmental structures.
- ❖ **Employee Recruitment & Onboarding** – Automate hiring, documentation, and induction processes.
- ❖ **Employee Management** – Maintain employee records, job roles, transfers, and promotions.
- ❖ **Attendance & Leave Management** – Track attendance, leave requests, and approvals efficiently.
- ❖ **User Management** – Control user roles, permissions, and access to system functionalities.
- ❖ **Payroll Management** – Automate salary processing, deductions, and compliance with tax laws.
- ❖ **Performance Management** – Set KPIs, conduct appraisals, and manage employee evaluations.
- ❖ **Document Management** – Store and manage employee-related documents securely.
- ❖ **Training & Development** – Plan, track, and evaluate employee training programs.
- ❖ **Grievances** – Handle employee grievances with a structured resolution process.
- ❖ **Compliance & Regulatory** – Ensure adherence to labor laws, banking regulations, and audits.
- ❖ **Pension & Retirement Fund Management** – Manage provident funds, gratuity, and pension plans.
- ❖ **Darbandi & Workforce Planning** – Optimize staffing levels and workforce allocation.
- ❖ **Employee Self-Service** – Enable employees to manage personal details, requests, and benefits.
- ❖ **Benefits & Compensation Management** – Administer incentives, bonuses, and other benefits.
- ❖ **Reporting & Analytics** – Generate reports and insights for strategic decision-making.
- ❖ **Integration & API Management** – Ensure seamless integration with third-party systems.

The proposed **Human Resource Management Information System (HRMIS) and Payroll System** will incorporate the modules outlined in the business requirements section. These modules will be supported by a **Relational Database Management System (RDBMS),** preferably the latest versions of **SQL Server** and **Oracle**, with the option for dual database support if needed.

The system will be built on a **Web Services Architecture** to ensure scalability, seamless integration, and enhanced performance. Given the urgency, priority will be placed on implementing existing features and modules to enable swift deployment and operational efficiency.

To ensure the swift deployment and operational efficiency of the proposed HRMIS & Central Payroll System, the following key considerations will be addressed:

B.1   Optimal Utilization of Existing Equipment
   ❖ NBL aims to leverage its existing infrastructure wherever commercially viable while implementing the new system.

B.2   Hardware and System Configuration Requirements
   ❖ Vendors must specify the required end configuration for hardware, system software, data communication, and security architecture necessary for the successful deployment of the proposed solution.

B.3   Pilot Implementation & Customization
   ❖ During the Pilot Implementation Phase, vendors are expected to provide ad hoc customization services to address specific user needs.
   ❖ Personnel from Human Resource Management and Information Technology departments will actively participate in the implementation process, offering detailed feedback for refining features, reports, and system functionalities.

B.4   Vendor Submission Requirements
   ❖ Vendors must submit a detailed proposal describing the key features, flexibility, user-friendliness, scalability, and robustness of the proposed HRMIS & Payroll System.
   ❖ Selected screenshots demonstrating core functionalities should also be included.

B.5   Relational Database Management System
   ❖ The proposed system should utilize Oracle 21c, SQL Server 2022, or an equivalent or superior Relational Database Management System (RDBMS).

B.6   Web-Based Centralized System
   ❖ The HRMIS & Payroll System must be fully web-based and centralized.

❖ It should be compatible with all commonly used web browsers and operating systems in the local environment.

B.7   System Integration Requirements: The proposed HRMIS must seamlessly integrate with:
  ❖ Attendance Tracking Devices currently in use at NBL.
  ❖ Core Banking System and other relevant systems as needed.

B.8   Security Specifications

The proposed system must incorporate a multi-layered security framework to ensure robust access control, data protection, and system integrity. The security framework must include:

a. User Authentication & Validation
  ❖ Support for multi-factor authentication (MFA) and OS-based authentication if required.
  ❖ Role-based access control (RBAC) to restrict user privileges.

b. Access Control for Database Objects
  ❖ Granular access restrictions on tables, views, stored procedures, and other database objects.
  ❖ Database access privileges must be configurable based on user roles and responsibilities.

c. System-Level Security
  ❖ Management of global security privileges, ensuring restricted administrative access.
  ❖ Secure API authentication mechanisms for system integration.

d. Auditing & Monitoring
  ❖ Comprehensive logging of all transactions, logins, modifications, and system access events.
  ❖ Audit logs must be tamper-proof and exportable for compliance purposes.

e. Access Control Measures
  ❖ User credentials must be managed independently from terminals.
  ❖ All passwords must be encrypted during storage and transmission.
  ❖ Configurable policies for password expiration, complexity, and rotation.
  ❖ Auto-lockout mechanism after multiple failed login attempts, with an administrator-controlled temporary disable period.
  ❖ Automatic session timeout and system logout after a predefined period of inactivity.

B.9   Data Archiving

The system must support automated data archiving with configurable retention policies to optimize performance and compliance. The archiving functionality must:
  ❖ Maintain historical records within the system for audit and reference.
  ❖ Enable querying and retrieval of archived data for reporting purposes.

❖ Ensure secure access to archived reports, allowing authorized users to view or print as needed.

B.10   Audit Trail

A comprehensive audit logging mechanism must be implemented to track all system interactions and ensure accountability. The system must log:
❖ User session details, including login/logout timestamps.
❖ All data transactions, including insert, update, and delete operations.
❖ Configuration and system settings modifications.
❖ Number of failed login attempts, recorded and monitored for security purposes.
❖ System error messages and rollback transactions for troubleshooting and compliance reporting.

B.11   Reporting

❖ The system must support real-time data retrieval through an online reporting interface.
❖ Reports should be accessible through input terminals with print capabilities.
❖ Additional reporting requirements are detailed in *Section C: Business Requirements*.

B.12   Language

❖ The system must provide bilingual support (English and Nepali) for all reports and printable documents.
❖ User interfaces, queries, and help menus must be available in English, with an option for Nepali localization.

B.13   Date

❖ The system must support both Nepali (Bikram Sambat) and English (Gregorian) date formats.
❖ Real-time date conversion between Nepali and English calendars is required for seamless usability

B.14   Backup Management

❖ The system must support automated, encrypted backups with configurable backup frequency.
❖ Backups must be tamper-proof and stored securely, ensuring compliance with data protection regulations.
❖ The backup restoration process must ensure data integrity and zero loss of records.
❖ The System must support high availability (HA) and disaster recovery (DR) strategies, including real-time data replication and failover mechanisms.

C   Business Requirements

Description of Business Requirements of HRMIS & Payroll System
(The requirements mentioned below can have deviations to some extent and also the vendor should include all the requirements of Operation Manual and HR by law of Nepal Bank Limited)

SN	Requirements	Vendor Response	
		Remarks	**Comment**
1	**General Requirements**		
1.1	System should support dual date and language (Nepali and English) and any other date or language required in future		
1.2	System should support administrative division of the country and bank or any other hierarchy identified in future (provinces, divisions, departments, branches, units etc..)		
1.3	System should support employee type setup including service type (kaj, department head, branch manager, acting etc.), employee type (permanent, contract, daily wage, out sources etc.), designation (Assistant, Officer, manager, etc.) etc.		
1.4	System should support centralized search for different features and data held within the system		
1.5	System should allow to mark menus as favorite and should display the favorite marked menus in the respective dash board.		
1.6	System should support configurable work flows where ever required.		
1.7	System should provide 360 view of Employee		
1.8	System should support standards identified by NRB or Nepal Bank in future		
1.9	System should have capability to be integrated with existing systems of NBL.		
1.10	System should support bulk data upload at application side where ever required.		
1.11	System should allow to form different committees, groups (recruitment, promotion, task force etc.) as required with work progress upload, decision making workflow, document upload facility with configurable workflow as required. And these committee formations should be allowed to create at different levels of the organization		

1.12	The system should have both Nepali and English calendar integrated.		
1.13	System should have in built calculator, date converter, age calculator and other necessary utilities		
1.14	System should have a configurable survey/ poll module, where admin can configure question and other necessary option to conduct surveys as required.		
2	**Technical and Security Requirements**		
2.1	Vendor should Supply, installation, customization/ development, migration and maintenance of required system.		
2.2	Vendor should provide detailed architecture of proposed system for both DC and DR		
2.3	Vendor should design and size the hardware required at DC & DR and as required by Bank		
2.4	All the license should be in the name of the Bank and OS and DB license will be provided by the bank		
2.5	System should be fully web based, supporting multi-tier architecture with each tier fully independent and independent of OS, DB, Browser, etc		
2.6	System should support Relational Database Management System		
2.7	System should have been developed in Object oriented programming language		
2.8	The system should be capable of being hosted in internal server or on cloud depending on banks policy and that can be accessible via any browser.		
2.9	The system shall support Scalable architecture to support clustering at each layer i.e. Web server, Application server and Database for Fault Tolerance and Load Balancing		
2.10	System should be hosted in Linux/windows Operating System		
2.11	The vendor should support in case of version change of hosted OS and DB		
2.12	Vendor should migrate the necessary data and documents from existing system		
2.13	The system must store all images/documents in a central and secure repository in universally accepted format		
2.14	System should have parallel processing abilities		
2.15	System should support OTP validation and MFA where ever required		
2.16	System should support E-Signature / Digital signature		
2.17	System should have possibility of enhancement with		

	add-ons like Analytics, third party user due diligence agencies		
2.13	System should support unlimited users, with user level configurable login (i.e. some user may be assigned login via AD and some may be assigned login via username and password) as well as unlimited number of branch creation		
2.14	System should support dynamic User role and permission creation		
2.15	System should support role-based access control		
2.16	Should be based on open standards and have API support for data import and export		
2.17	System should manage audit and user logs for both application and database for important parameter changed (configurable) and protected from unauthorized access.		
2.18	The application should time stamp for audit log entries synchronize with other application and systems using NTP/SNTP		
2.19	The system shall provide Image processing libraries that support image enhancements, and other imaging features like compression and extraction etc. for popular file types like jpg, tif, pdf etc..		
2.20	System should provide extensive built in reports and user defined report creation wizard. Also, the reports created should be allowed to be saved if required.		
2.21	The Admin module shall provide facility to take encrypted complete, differential and incremental backups and shall be able to integrate with third party backup solutions.		
2.22	The application should prohibit users from logging into the application on more than one workstation at the same time with the same userid.		
2.23	The application should set to automatically lock a user's account after a predetermined number of consecutive unsuccessful logon attempts.		
2.24	The application should support the removal of a user's access privileges without requiring deletion of the user account.		
2.25	The system should capture data access inquiry activity such as reports printed.		
2.26	Vendor should provide critical updates and security patches pointed out by Infosec or IS audit and regular updates from vendor at no cost		
2.27	System should maintain Session, encryption and		

	adoption of proper security standard		
2.28	System should support integration of audit log with SIEM solutions		
2.29	The updates to application software or the operating system should be controlled by mutual agreement between vendor and the bank		
2.30	The vendor should provide documentation for guidance on establishing and managing security controls such as user access and auditing		
2.31	The application should encrypt data before sending it over the internet or open network via secured connection		
2.32	The application should maintain a journal of transactions or snapshots of data between backup intervals		
2.33	The application should have ability to run backup concurrently with the operation of the application		
2.34	The application should include documentation that explains error or messages to users and system administrators and information on which action is required		
2.35	The vendor shall have to comply with the information security standard of the bank as well as regulatory bodies like NRB or any other standards adopted by bank		
2.36	The system should safeguard sensitive or protected information through data masking and read only access		
2.37	The system must follow OWASP Top 10 web application security risk and comply against it.		
2.38	This system must control access to folders, documents and even redacted images and text in a simple and complete manner.		
2.39	The Admin module shall support Users/Groups/Role definition and granting Access Rights to them		
3	**Organizational setup**		
A	*Institution setup*		
3.A.1	The system should support comprehensive organizational setup, including the creation and management of units, branches, departments/divisions, provinces, and other hierarchical structures. Additionally, it should accommodate geo-standards and other organizational standards such as branch clusters, branch categories, and any other custom classifications required by the organization.		
3.A.2	*System should allow to assign employee to the*		

	categories of 3.A.1 with required designation, position and also allow to define incentives and allowance if any to them with impact on payroll.		
3.A.3	*The system should include a mechanism to upload and manage calendar and holiday details, with the ability to specify holidays that are gender-specific, region-specific, ethnic group-specific, or tailored to other unique criteria*		
3.A.4	*The system should support comprehensive shift management, allowing for the creation and customization of shifts based on various criteria such as season, location, branch/department, service type, or other relevant factors.*		
3.A.5	*System should allow to define fixed, rotating shifts, their working hours and also allow to create duty roster and assign employee to the shift (one employee can be in more than one shift). The system should notify employee about the shift assigned.*		
3.A.6	*The system should support multiple year configurations, including an attendance year that ends on Baishak and a fiscal year that ends on Ashad.*		
3.A.7	The system should maintain an employee directory that is accessible to employees on a configurable basis. This means administrators can define visibility settings, allowing employees to view relevant directory information (e.g., name, contact details, department, role) based on predefined rules or permissions.		
3.A.8	*The system should allow administrators to define and manage cost centers for different branches, extension counters, or other organizational units.*		
3.A.9	*System should allow to define location-wise, category-wise, position-wise, gender-wise, service type wise, service period wise etc. allowances and deduction reflective to payroll*		
3.A.10	*The system should allow administrators to update branch-wise incentives, such as Performance-Based Incentives (PBI), and calculate them at the employee level based on their working duration across different branches (if applicable) reflective to payroll*		
3.A.11	*System should allow to define TADA and other incentives like outstation, house rent, house maintenance etc along with amount and their increment frequency, designation wise and location wise reflective to payroll.*		
3.A.12	*System should allow to define other incentives like key allowance, officiating allowance etc. level wise or non -*		

	level wise as required reflective to payroll		
B	*Notification and Events*		
3.B.1	The system should enable admin to create, publish, and manage notices and events, including specifying the duration for which they are displayed.		
3.B.2	The system should send notifications for special occasions such as birthdays, anniversaries, holidays, and other significant events.		
3.B.3	The system should allow administrators/department head/ province head/ branch manager to update and manage daily duty rosters for departments, branches, or other units, and display these updates as notifications to relevant users.		
3.B.4	System should keep track of the work progress in all modules and should be visible to the concerned ones.		
C	*Union and employee welfare*		
3.C.1	System should allow to define and customize different unions and employee welfare committees at different levels of the employees		
3.C.2	System should allow to add and remove members to the committees mentioned in 3.C.1		
3.C.3	System should allow to mark the committee members with their position as well as transferable non-transferable etc.		
3.C.4	System should allow to maintain union activities and event		
D	*Pension and retirement fund*		
3.D.1	System should have pension and retirement fund module where admin can configure pension and retirement fund details of the employee.		
	The module should perform Gratuity Calculation, Retirement Benefit, Leave Encashment Calculation, Pension Calculation for pension holder as per bank policy.		
3.D.2	System should track and manage existing pension holders' information like pension start date, Pension per month, pension receiving branch, Pension nominee, pensioner death date, nominee death date, pension end date, etc.		
3.D.3	System shall manage level-wise pension and include provisions for adjustments based on various factors. Like salary changes, reducing the pension to half for the nominee after a set period following the employee's death, and applying percentage-based increases after a		

	certain age, as per the bank's policy.		
3.D.4	The system shall maintain gratuity details and retirement benefit details based on a permanent service period, employee level, changes in basic salary, and other required parameters.		
3.D.5	System should keep complete log of the changes made to this module.		
4	**Recruitment and Onboarding Module**		
A	*Workforce Planning Integration*		
4.A.1	The system should align recruitment needs with sanctioned positions, ensuring compliance with approved Darbandi criteria. It should allow configurable vacancy and internship details based on branches, regions, positions, age, qualifications, trainings, gender, reservation policies, and other relevant parameters. Additionally, the system should support defining vacancy or internship numbers, employee/intern types, fiscal years, and examination types (e.g., none, written, practical, interview, file promotion, or as per bank's requirements).		
4.A.2	*The system should maintain a complete record of every entry made during the recruitment process and allow the migration of successful applicant details to the required module (e.g., employee management or HR module). This migration should include selected fields, ensuring seamless data transfer and continuity while maintaining data integrity and relevance for further processing.*		
4.A.3	*The system should have admin configurable instructions for applicants, syllabus information, application fees, etc.*		
4.A.4	*The system should support self-user registration, password recovery, document submission, application save, validation with criteria (like age, qualification etc), application fee calculation, submission notification, payment verification etc.*		
4.A.5	*System should automatically extract all the required information in case of internal examinations and let the applicant proceed only if eligible.*		
4.A.6	*The system should capture all the necessary details of the applicants like, personal, education, professional details as required by the bank*		
4.A.7	*The system should allow to print and export as pdf the details of application submitted to both applicant and verifier.*		

4.A.8	*The system should allow to upload necessary attachments and display them at admin end at proper places during verification.*		
4.A.9	The applicants should be visible to verifier only after the payment has been completed successfully		
4.A.10	*System should support applicant verification and alert user about the remarks like approval, rejection, details change or clarification of user details. Which can be carried out in-house or outsourced.*		
B	*Applicant Tracking System (ATS)*		
4.B.1	The system should support end-to-end recruitment processes, including job postings, application tracking, applicant screening (applicant screening from the banks screening database as well), candidate shortlisting, and interview scheduling.		
4.B.2	*The system should include a fee collection module that can be configured to integrate with digital payment channels such as wallets, mobile banking, IPS (Interbank Payment System), and other relevant platforms.*		
4.B.3	The system should automatically notify applicants about the status of their application, such as approval, rejection, or requests for document uploads. These notifications can be delivered via email, SMS, or in-app alerts, ensuring applicants are kept informed and engaged throughout the recruitment process.		
4.B.4	The system should support re-documentation and amendments to prior information if required. In such cases, the applicant's personalized portal should be re-opened upon approval from the verifier through a defined workflow.		
C	*Digital Onboarding*		
4.C.1	System should streamline the onboarding process by automating document collection, task allocation, and orientation schedules for new hires.		
4.C.2	*System should support exam scheduling update change and disable if required for written exam, practical, interview etc.* (subject to approval work flow)		
4.C.3	*System should generate admit card for the applicants with all necessary details required.*		
4.C.4	*System Should alert about Exam date, Exam Center and Interview Date for Internal and External Exam.*		
D	Internship		
4.D.1	*The system should support internship management. The*		

	process involves requirement needs to be sent by specific department/branch and approval from concerned authority (subject to approval work flow)		
4.D.2	*The approved internship details should be published in banks website.*		
4.D.3	*The system should allow the internee to request for internship from the website based on the requirement with necessary documents upload (subject to approval work flow)*		
4.D.4	*There should be mechanism to approve the application with necessary amendment and documentations like prepare covering letter, assign intern to the specific department / branch and dispatch letter to the respective department / branch along with contract letter*		
4.D.5	*The internship assigned department/branch should have authority to receive, approve or disapprove the application and also if approved, should allow to upload the attendance and work details of the internee*		
4.D.6	*System should allow the internee or concerned employee to upload feedback*		
4.D.7	*Once the internship period is over, the system should calculate the lunch allowance and Dispatch covering related to it and send for reimburses to account department. Subject to approval from concerned authority.*		
4.D.8	System should allow to print internship certificate with predefined template		
5	**Employee Management Module**		
A	*Comprehensive Employee Database*		
5.A.1	System should maintain a centralized repository of employee data, including **personal information, multiple address information, contact details, family details, health details, Language, Education, trainings, skills, research and publications, work experience**, **employment details** *(appointment date, letter number, joining status, joining level, job roles, assigned department, recruitment type, retirement detail*s) **employment history** *(probation duration, permanent details, contract details, transfer details, promotion and grade details, reward details, punishment and departmental action details, training and workshop details, responsibility details, deputation and kaaj details, mourning details, maternity/paternity details and other details as required)* with complete log , **financial details** (*allowance type, loan types, facility*		

	types, deduction types, payment stopped etc, CIT/SSF/PF and other similar account details, Payroll account details, PAN number, Insurance details etc) **Employees status** *(active, inactive(suspension, terminated, retired etc), current level, position/designation, responsibility etc).*		
5.A.2	System should have configurable Employee Master where admin can add or disable required fields as in 5.A.1		
5.A.3	System should automatically impact the payroll based on 5.A.1 as required.		
5.A.4	*System should create appointment letters promotion letter, transfer letters along with necessary details.* (subject to approval work flow) also it should create *certificates- salary certificate, pension certificate, experience letter certificate etc*		
5.A.5	*System should support image, signature and other personal documents/ information upload and update whenever required with admin defined document names from their self-service portal.* (subject to approval work flow)		
5.A.6	The system shall allow only authorized users to update employees' profiles maintaining audit logs and change details on the defined workflow.		
5.A.7	The system shall have features to import employees' profiles from the Recruitment Module (with relevant information and documents) seamlessly. Moreover, the system shall have a provision to bulk import employees' profiles from Excel manually.		
5.A.8	System should allow to configure different contributions to different employees like, PF, CIT, SSF, pension and other required by the organization rooted at employee level.		
5.A.9	The system shall include features for managing individual employee documents. Sensitive documents shall be encrypted, ensuring that only authorized users can view and update them. The system should also offer robust search capabilities for employee documents.		
5.A.10	The system shall manage the complete workflow of the retirement process, calculating different types of benefits as per the bank's requirements. The system shall manage different types of retirements: compulsory retirement (by overall service period, age, service period at a specific level, etc.), resignation, termination with benefits, termination without benefits, end of contract, death, missing etc. The system shall allow retirement on		

	any date for contract employees.		
5.A.11	The system shall generate a Digital HR resolution book in a bank-prescribed format based on employee data in the HR system with necessary information about branch managers, assistant branch managers, provincial managers, department heads, cashiers, and others as per bank requirements		
5.A.12	The system shall have features to search HR resolution of specific employees or groups of employees. The system shall have features to generate an HR Resolution digital book in an appropriate file format (e.g., PDF, DOC, etc.). The system shall allow only authorized users to view, print, and export HR Resolution and the system shall track HR resolution access information.		
5.A.13	Position of the employee should be auto adjusted on transfer, promotion etc. for his / her resolution.		
5.A.14	System should maintain details of overall service entry, promotion details, transfer details, demotion details, Acting details, Temporary Transfer details / kaaj transfer details, special responsibility details - like cashier responsibility.		
5.A.15	System should maintain entry of leave without pay entry date- from --to-- of Gayal/Leave without pay. It should also auto calculate days with accumulation of past data.		
5.A.16	System should have retirement module where admin can configure retirement of employee based on age, service period, responsibility, designation etc.		
5.A.17	The system shall have features to generate a Retired employee ID card based on existing information of retired employees' information in bank prescribed format, and the system shall track the detailed information of issuing cards to the retired employees.		
5.A.18	The system should allow the branch manager/department head/province head to upload the responsibility details of the employee in case of job rotation or responsibility change and the details should be maintained in employee database also the alert related to responsibility change should be visible to the concerned one (subject to approval work flow)		
5.A.19	System should keep track of short-term responsibility like nimitta, officiating etc. and number of days, payment details should be configurable for those types of responsibilities and should impact the payroll		
B	*Employment Lifecycle Management*		
5.B.1	Automate processes for recruitment, promotion,		

	transfers, appraisals, resignations, and retirements with required workflows and necessary document generation.		
5.B.2	*System should allow branch Manager/ department Head or permitted one to upload/update Duty Roster and Job description of the employees under them (create, recommend, Approve, inform)*		
5.B.3	*System should have allowance and loan master where admin can configure their details like taxable or non-taxable, limit, duration, payment modes, etc.*		
5.B.4	*System should keep record of service details of the employee (appointment, permanent confirmation, Transfers, promotion, rewards etc)*		
5.B.5	*System should keep track of details like Branch Manager, Department Head, Province Head, Division Head, Cashier, teller, Officiating BM etc. as required.*		
5.B.6	*System should support JD upload for the employees by Branch Manager, Department Head, Province Head, Division Head, Unit Head, ABM etc. and approved by the next higher authority or as required*		
5.B.7	*System should allow Supervisor to view attendance of his subordinate staffs in branch or in department/division regarding late in/early out/ missed attendance etc. along with overtime details.*		
5.B.8	*On employment termination, system should collect clearance of the employee from all the worked branches/ department/ provinces (subject to approval work flow) and should impact payroll if required.*		
5.B.9	*On employment termination, system should calculate payable, receivable and generate all necessary documents from a single window and should also impact the payroll. (subject to approval workflow).*		
C	*Document Management*		
5.C.1	System should securely store and manage documents such as contracts, certifications, and identification proofs, with access control and version history		
5.C.2	System should store other documents of the employees like, marriage certificates, birth certificates of their children, and other personal documents.		
5.C.3	System should have capacity to extract the required information from documents uploaded as required.		
5.C.4	System should have capability of integration with banks Document management system for document storing without document duplication as required by bank		

D	Transfer and Kaaj management		
5.D.1	The system should manage different types of transfers as per bank policy. The transfer/kaaj workflow shall be customizable according to changes in bank policy. The system shall generate transfer letters and other related reports as per bank requirements.		
5.D.2	System should have transfer/kaaj analysis module for analyzing transfer requests, transfer details on time basis, responsibilities, time bounds if any, joining date, employee type, retirement date, skills, current department/branch, current role, personal details, address details etc.		
5.D.3	The system should allow individual or group transfers (excel upload) (subject to approval work flow)		
5.D.4	The transfer system shall maintain transfer/kaaj detail information like Letter Date, Letter Number, Transfer Date, Transfer from, Transfer To, Responsibilities, Departure Date, Attendance Date, Approver detail etc.		
5.D.5	Once the transfer is done, employee should be in "Pending Rawana" status, till the transfer/kaaj is not complete, the transfer shall not impact employees' payroll and performance appraisal.		
5.D.6	System should alert employee about their transfer/kaaj		
5.D.4	Transfer/kaaj details with a signed copy of the Transfer/kaaj Letter should be visible from the employee's self-service portal, current branch/provincial /department head portal, and the transferred branch/provincial /department head portal or specified authorized user portal.		
5.D.5	The kaaj transfer can be both paid and unpaid.		
5.D.6	In case of paid kaaj, system should facilitate the employee to calculate their allowances (TA, DA, tickets, bills etc) as per configured parameters		
5.D.7	In case of Kaaj, the system should calculate salary of the employee from working branch only after the mentioned period has been completed (say 30 days)		
5.D.8	The system should generate signed rawana letter with necessary details like bato myad, preparation leave etc. or as per the organizational requirement and there should be mechanism to upload rawana letter if required.		
5.D.9	The alert should be sent to all the concerned, once rawana is completed as per banks rule.		
5.D.10	The revoke and addition of financial and non-financial		

	benefits should impact as per banks rule.		
5.D.11	The attendance details of the employee should be transferred to the concerned branch/department/province after rawana.		
5.D.12	The system should allow employee to be part of the new branch/province/department after their joining (subject to work flow) and the transfer/kaaj process is completed.		
5.D.13	The system alerts all the concerned once about present of employee.		
5.D.14	The system should force employee to either transfer the system logins or disable on their presence. (details on User management module)		
5.D.15	System should have features to manage responsibilities like handover and takeover process: manager, cashier, department head, etc. and keep record of it in employee profile. (subject to approval workflow) (notify to HO)		
E	*Disciplinary Actions and Rewards*		
5.E.1	System should allow to define and disable different types of Disciplinary actions and rewards.		
5.E.2	The system should track the detailed information of different phases of departmental action including inquiry, clarification, decision, and appeal free writing and document upload. The system shall have features to upload reference documents in each phase of departmental action. (workflow required)		
5.E.3	The system shall allow to define of custom decision types with their impact on payroll, grade, employee benefits (loan and insurance), pension, etc. as per bank requirements. Based on the departmental action decision and defined impact rules, the payroll should be effective.		
5.E.4	System should maintain Disciplinary actions record including Emp. Id, Branch name, Disciplinary actions type (drop down), Disciplinary actions date (decision date), punishment department/branch etc.		
5.E.5	System should allow to define different indicators for the reward and compare these on the basis of achievement and suggest the employee for reward.		
5.E.6	System should keep track of the rewards and should be displayed to the employee portal and concerned as required.		

F	*Organizational Hierarchies*		
5.F.1	System should manage reporting structures, like Head Office, departments, province and branch hierarchies.		
5.F.2	System should support configurable transfer/kaaj hierarchies		
6	**Attendance and Leave Management**		
A	*Integrated Attendance Tracking*		
6.A.1	System should support attendance from Biometric devices, mobile apps, desktop as well as dynamic QR codes.		
6.A.2	System should allow to assign attendance mechanism to employee as required.		
6.A.3	System should allow necessary security mechanism for either type of attendance mechanism enrolled.		
6.A.4	***In case of Biometric devices*** *System should support fingerprint, upload and download to the biometric attendance machines*		
6.A.4.1.1	*System should support manual and automatic attendance download*		
6.A.4.1.2	*System should support log clear for attendance machine*		
6.A.4.1.3	*System should support manual and automatic time sync with HRMIS server or NTP server of the bank and remote reboot, shutdown*		
6.A.4.1.4	*System should support addition, update and disable of attendance machines*		
6.A.4.1.5	*System should allow firmware update of attendance machines*		
6.A.4.1.6	*System should alert the admin and well as the concerned branch/department about device status if not normal*		
6.A.4.2	***In case of Mobile app*** *System should support mobile device binding to the employees*		
6.A.4.2.1	The mobile apps should support biometric security.		
6.A.4.2.2	The mobile attendance should support geo-fencing.		
6.A.4.2.3	The mobile app should automatically sync with HRMIS data for the changes occurred		
6.A.4.2.4	The mobile app should perform basic task like punch in/out, leave apply, view pay/tax slip, view employee directory etc. as assigned by HR-admin.		
6.A.4.2.5	Should alert and display late in information (frequency, time, leave deduction etc.) to the employee (subject to approval work flow)		
6.A.4.2.6	The mobile app should take time from the HRMIS		

	server or NTP server of the bank.		
6.A.4.3.1	*In case of desktop* *System should support desktop binding (IP and Mac address) to the employees*		
6.A.4.3.2	The system should take HRIS server or NTP server (of the bank) time for check in and check out		
6.A.4.3.3	Should alert and display late in information (frequency, time, leave deduction etc.) to the employee (subject to approval work flow)		
6.A.4.4.1	*In case of dynamic QR code* *System should support QR code generation for every administrative unit added to the organization*		
6.A.4.4.2	The system should keep track of the employee assigned to that administrative unit while taking attendance		
6.A.4.4.3	The device having dynamic QR code should take time from the HRMIS server or NTP server of the bank.		
6.A.5	The system should have features to define custom payroll rules for automatic salary deduction based on employees' attendance patterns/behavior including late clock-in, early clock-out, insufficient attendance hours, absenteeism, etc. as per bank policy.		
6.A.6	The system should have features for late-in, early out and missing attendance management with notification to the concerned employee, department/branch can request for clarification to the concerned employees.		
6.A.7	System should allow the permitted user to assign Clock-In and Clock-Out times indicating reasonable cause (field visit, training/seminar) with/without supporting documents.		
6.A.8	System should support automatic and manual attendance generation		
B	*Leave Policy Management*		
6.B.1	System should allow to configure multiple leave types with custom rules base on employee categories and roles. (sick leave, CL, AL, TL, etc.) ➤ System should support Employee Code/Leave Name/Min. Apply days/Max. apply days/ Previous approval required (yes/no) ➤ Include holiday (week end)/ balance required ➤ Can be applied/approved by Admin only (tick mark).		
6.B.2	*System should allow addition, modification and disable of leave types with different criteria (subject to approval workflow)*		
6.B.3	*System should automatic and manual add and deduct leave automatically or manually as per the rule base.*		

6.B.4	*System should alert users about the leave limit (AL) on a rule base*		
6.B.5	System should have auto or manual leave-encash mechanism for defined leave type and leave limit and alert the concerned one about it with integration to the payroll (subject to approval work flow)		
6.B.6	System should support dynamic and static workflow for leave application on the basis of leave type and date of leave applied. *(i.e TL can be approved by branch/department head if applied on regular days and should move for approval to HR departments approving authority if applied during quarter ends)*		
6.B.7	System should support carry over for unused leaves as per banks policy.		
6.B.8	System should generate necessary email/system alerts for every event of the leave apply.		
6.B.9	System should allow to define allowance or salary deduction based on the number of days absent, leave type wise.		
6.B.10	System should allow unplanned absent tracking (i.e. employee not on leave and absent for a long duration say 5 days)		
6.B.11	System should track leave balance adjustment maintaining audit log and changes history.		
C	*Approval Workflows*		
6.C.1	System should allow to configure work flow for the leaves (i.e. Employee → ABM→BM, Employee→BM→HR) here BM should act as Province Head or department head or HR head depending upon the employees assigned branch/department		
6.C.2	System should divert the leave request to the primary supervisor if he/she is on leave to the higher-level supervisor, or as per bank leave policy.		
6.C.3	System should have provision to forward leave for approval (for special leave category: maternity/paternity leave, leave without pay, Study leave, etc.)		
6.C.4	System should support disbursement workflow for leave encashment and employee loans.		
6.C.5	System should allow to recommend for the approval of leave delete, leave edit, leave apply as per the bylaw.		
D	*Payroll Integration*		
6.D.1	System should ensure automatic updates to payroll based on leave balances and encashments		
6.D.2	System should incorporate defined allowance and deductions to the employees.		

6.D.3	System should incorporate calculated incentives of the employees.		
6.D.4	System should also integrate non-regular incentives like, key allowance assigned to teller, officiating allowance assigned to acting BM etc.		
6.D.5	System should calculate LGC for employee assigned with the responsibility of cashier and for the employee acting like cashier if the mentioned period has been served by the employee say 7 days.		
6.D.6	PBI should be calculated on the basis of attendance (for employee working in multiple branches for the given period also) and given percentage.		
7	**Payroll Management**		
A	*Comprehensive Payroll Processing* (Automate salary calculations, including overtime, bonuses, deductions, and arrears, based on pre-configured rules.)		
7.A.1	System should allow generate single payroll per month		
7.A.2	System should allow to generate payroll based on service type, designation, geo-location, province wise, level wise and other criteria.		
7.A.3	System should allow to post festival allowances as per the major festival listed by employee whenever required.		
7.A.4	System should have provision to held and disable payroll of the employees if required and also make amendment to payroll components like allowance and deduction (subject to approval work flow)		
7.A.5	System should allow to post stopped payrolls on current date take reference to different tax rates from date of stop		
7.A.6	System should have facility of listing different accounts and GLs associated to employee and levels		
7.A.7	The system shall have features to create and manage different types of income and deductions (including reimbursement Income and expenses) as per bank requirements. The system shall allow flexibility to set custom rules (preferred rule-based setting) for all income and deductions heads as per bank policy.		
7.A.8	The system shall have the capability to process **monthly regular salary** (basic salary, grade, performance allowance, etc.) **yearly one-time** (Uniform allowance, Medical Allowance, Additional Provident Fund, Festival (Dashain) Allowance, Bank Day Allowance, etc.) **Irregular payments** (bonus payments, leave		

	encashments etc.)		
7.A.9	The payment calculation rules, tax calculations, and other criteria may differ for each payment type. It changes with changes in bank policy, Income Tax Act, and Rules, the system should be customizable to manage changes.		
7.A.10	The system should support salary structure based on **variation on employee types:** permanent, contract, daily wage, etc. - variation in individual salary and allowances within the same level **Branch-wise salary structure variation**: different geographical groups of branches, provincial offices, central offices, etc. **Variable/fluctuating allowance**: performance allowance, etc.		
7.A.11	The system shall have **provisions to define SSF, PF, CIT contributions, and Gratuity etc. employee wise**		
7.A.12	The system shall be capable of generating **individual account center-wise periodical statements and reports** of Provident Fund (PF) deductions, Insurance Installment Deductions, Advance Deductions, Welfare Provident Fund Deductions, Medical Fund Deductions, CIT Deductions, Tax Deductions, gratuity and other retirement fund deductions.		
7.A.13	The system should have capability for projection of monthly, Quarterly, and annual projections on different expenses heads, Projection filters: branch/department/provincial office, level, grade, etc.		
7.A.14	The system should display **Payroll Summary**: total number of employees, retiring number of employees in the current month, new employees in the current month, stop payment number of employees in stop payment, and other relevant information to the concerned one during and after payroll processing as required.		
7.A.15	The system should allow to import necessary components of the salary if required like allowance, deduction, adjustment, insurance, CIT etc. on bulk		
7.A.16	The system should allow custom payments during retirements and resignation with necessary calculations associated to payment and deduction as per banks policy		
7.A.17	System should allow sundry deduction feature for payroll management whenever required.		
7.A.18	System should allow various CIT deduction options like Fixed amount, Variable amount, No CIT Deduction, etc.		

	with their frequency like monthly, quarterly, lump sum, etc.		
7.A.19	System should allow to add and disable income headings, Deduction heading, with required parameters.		
B	*Tax Compliance*		
7.B.1	Ensure alignment with national tax laws and labor regulations, including automated generation of tax filings.		
7.B.2	The system shall **have computation and deduction features for TDS** from salary.		
7.B.3	The system shall have features **to adjust TDS deductions and rebates in TDS** such as Insurance, Marital Status, Gender, Handicap, etc.		
7.B.4	It should **comply with provisions of the present Income Tax Act, and Income Tax Rules**.		
7.B.5	It should have **flexibility to accommodate any future changes** in the Income Tax Act and Rules		
7.B.6	System should allow change **Tax status**: Single, Couple, Disable, remote area, etc.		
C	*Disbursement and Reporting*		
7.C.1	System should integrate with banking systems for direct disbursement		
7.C.2	System should deposit amount to specified deduction accounts on salary posting		
7.C.3	System should allow user to post salary on specified date and time once the user schedules the salary posting.		
7.C.4	System should allow to integrate with CIT, SSF and other contribution agency for direct deposit to their account if required.		
7.C.5	The payroll calculation should include regular and irregular payrolls as required.		
7.C.6	System should provide detailed payroll reports for audits, management and employee		
8	**Performance Management (details to be provided by HRD after vendor selection)**		
A	*Goal Setting and Tracking*		
8.A.1	Facilitate the setting of Key Performance Indicators (KPIs) and monitor individual and team progress		
B	*Appraisal Processes*		
8.B.1	Implement workflows for quarterly, bi-annual, or annual appraisals, including customizable templates and review cycles.		

C	*Feedback Mechanisms*		
8.C.1	Enable multi-dimensional feedback, including 360-degree evaluations		
D	*Recognition Programs*		
8.D.1	Manage incentive and recognition programs for high-performing employees		
9	**Training and Development**		
A	*Comprehensive Training Management*		
9.A.1	*System should have Training Master to define Training Needs Identification Sources, Training Types and also conduct training survey*		
9.A.2	*System should have capability to define Trainers, categorize them and collect information about them as required*		
9.A.3	System should allow to define Training Budget in terms of money value and hours and submit monthly/yearly training plans		
9.A.4	System should have configurable workflow for training approval (from higher authority)		
9.A.5	System should have provision to prepare and publish a Training Calendar.		
9.A.6	System should allow branch manager/department head/province head to nominate for the training or as required by the bank		
9.A.7	System should maintain trainings like completed, upcoming, and other details like date, location, involvement, budget etc.		
9.A.8	System should generate training nominations(letters) with details of training (place, date, trainer, syllabus)		
9.A.9	*System should generate alerts to trainers and trainees about the training*		
9.A.10	*System should have capability for training attendance with direct link to HRMIS and list training details to the employee portfolio*		
9.A.11	*The system should allow to share training material to the participants.*		
9.A.12	*The system must allow Instructor and trainee to perform their tasks on their personal pages*		
9.A.13	*System should allow visitor management*		

9.A.14	*System should allow assignment setup for the participants*		
9.A.15	*The system should maintain each trainee's information like name, training topic, training type (Inhouse, Local and abroad), training duration, attendance, time spent on E-library, grade and exam, certificate (with the color photo of participants, sign of authority, logo etc.) after exam or training with grading.*		
9.A.16	*The System must allow to upload and download External/Internal Audit Report of training*		
9.A.17	*All required reports related to training for bank and NRB*		
9.A.18	*System should allow to send the employees in On the Job training and keep records of the OJT (subject to approval work flow)*		
9.A.19	*The attendance related to the employee should be transferred to the required branch on OJT assign after approval.*		
9.A.20	*The system should impact the payroll if required on OJT assignment.*		
B	*Skill Assessment and Gap Analysis*		
9.B.1	System should allow to enter skills required for employee level wise, role wise, location wise etc..		
9.B.2	System should allow to upload employee skill to the system or should identify the employee skills via integration with different systems of the bank		
9.B.3	System should consider the skill and trainings of the employee presented or gained during and before the employment life cycle.		
9.B.4	System should identify skill gaps and recommend training initiatives to address deficiencies.		
C	*E-Learning Integration*		
9.C.1	*System should have Central repository where all employees can upload contents of trainings they have participated, and the content should be visible (via dashboard) to all employees or desired employees*		
9.C.2	*System should have capacity to manage the training resources, notes and employees*		
9.C.3	*System should keep track of course learned, progress etc.*		
9.C.4	*System should allow to create and configure courses by the authorized users.*		
9.C.5	*System should allow to assign course to different employees based on different parameters like, service type, level, location etc.*		

9.C.6	System should allow to categorize training data as sensitive and non-sensitive and the sensitive data / materials should be masked if required.		
D	*Post-Training Evaluation*		
9.D.1	*System should have capability regarding training management (budget, ratings, reimbursement, evaluations, record keeping, feedback (session wise and for overall training))*		
9.D.2	*System should have features to create quizzes or surveys for each training program, with responses collected through the self-service portal*		
9.D.3	*System should have Configurable MCQ module for training evaluation with time limit and without time limit and generate selected number of question (say 30) on a random basis if required.*		
9.D.4	*System should generate all required reports and certificates related to training*		
9.D.5	*System should have Monthly/ Quarterly /Half yearly/ Yearly view and download of Test and Exam Result, Feedback Report, feedback submitted or not Submitted by each participant date wise /topic/class wise*		
9.D.6	*System should allow to upload question (MCQ) on batch using excel or any suitable document.*		
9.D.7	*System should have provision to upload the knowledge sharing report and the training shall be considered closed only after the knowledge sharing report is uploaded.*		
9.D.8	*The system should allow to conduct post training activities like reimbursement only after the training status is changed to closed.*		
10	**Compliance and Regulatory Module**		
A	*Regulatory Tracking*		
10.A.1	System should ensure compliance with local and national labor laws, banking regulations, and internal policies		
B	*Automated Reporting*		
10.B.1	There should be mechanism to define date and email for regular reports and system should dump and forward reports to assigned email addresses.		
10.B.2	System should allow to define confidential reports and notify users about their submission.		
10.B.3	System should generate real-time reports for audits and regulatory submissions.		

C	Incident and Grievance Management		
10.C.1	System should support and maintain portal for lodging grievances from individual employee. It should support both non-anonymous and anonymous grievance lodging.		
10.C.2	System should have capacity to categorize grievance and incidents like harassments, whistle blowing, etc. and should have different sensitivity (admin configurable) further it should have categories like co-worker related, work environment related etc.		
10.C.3	The grievance details should not be changeable by any unauthorized users (including admin)		
10.C.4	System should record and manage employee grievances, with status tracking and resolution workflows.		
10.C.5	System should allow escalation of grievance after a predefined time to the next higher authority if required.		
D	Audit Trails		
10.D.1	System should maintain detailed logs of user activities including login and logout.		
10.D.2	System should maintain detailed logs of activities in database.		
10.D.3	System should maintain detailed logs of system activities for compliance audits		
11	**Darbandi and Workforce Planning**		
A	Darbandi Master.		
11.A.1	The system should include a centralized **Darbandi Master** for managing all staffing configurations. Where user should be able to define and configure criteria such as branch wise, region-wise, designation-wise, service-type-wise.		
11.A.2	The master should allow predefined templates or customizable criteria for standardization across the organization.		
11.A.3	The system should enable users to add, update and disable necessary darbandis (subject to approval work flow) configurable across multiple parameters like branch, region, designation, service type etc.		
11.A.4	The system should have a survey module for analysis of darbandi in the organization		
11.A.5	The system should record decisions for each fiscal year, including related metadata (e.g., date, decision authority), define and manage darbandi for each branch.		

B	Vacancy Management		
11.B.1	System should automatically calculate vacant positions by comparing sanctioned and occupied strength and generate alerts and notifications for critical vacancy levels.		
11.B.2	Monitor occupied and vacant positions and integrate with recruitment workflows		
11.B.3	The system should allow **Darbandi gaps** to be published to the recruitment module seamlessly (subject to approval work flow)		
C	Scenario-Based Planning		
11.C.1	System should simulate organizational changes, such as branch expansions, to forecast staffing requirements		
11.C.2	The system should analyze staffing data to identify and address understaffing, overstaffing and suggest about it to the required ones.		
11.C.3	System should allow to batch upload of data where ever required in the darbandi module (subject to approval work flow)		
D	Workforce Analytics		
11.D.1	Provide dashboards for staffing trends, under/overstaffing analysis, and strategic workforce planning		
11.D.2	The system should support integration with internal and external systems should provide real-time data for analysis.		
11.D.3	The system should generate detailed and customizable reports, including:		
11.D.4	**Branch/Department-Wise Reports**: Staffing distribution and vacancies for specific branches or departments.		
11.D.5	**Region-Wise Reports**: Aggregated staffing data for each region or zone.		
11.D.6	**Time-Based Reports**: Historical trends and staffing changes over defined periods (e.g., monthly, quarterly, yearly).		
11.D.7	**Designation-Wise Reports**: Breakdown of staffing levels by job roles or titles.		
11.D.8	**Service Type-Wise Reports**: Staffing data categorized by functional roles (e.g., technical staff, managerial staff).		

11.D.9	Reports should: Be exportable in multiple formats (e.g., PDF, Excel, CSV). And Include visual aids like graphs, charts, and tables for easier understanding. Also support filtering and customization based on user-defined parameters		
12	**Employee Self-Service Portal**		
A	*Personalized Access*		
12.A.1	System should allow employees to access personal information, pay slips, tax slip, and leave balances, attendance details, view training details, service details, employment details, permanent date details, transfer/kaaj /promotion details, photo, education details, training details, reward details, loan details, view important events and notices.		
12.A.2	*System should notify employee about the contract renewal and permanent apply before expiry of contract period and should have mechanism to apply for it with necessary document attachment feature (create, recommend, Approve)*		
12.A.3	*The system should include a dedicated field to specify the renewal date. Notifications for pending contract renewals should be prominently displayed with a blinking alert in the HRMIS portal for administrators. This will ensure timely follow-up and quick action on renewal reminders.*		
12.A.4	*System should allow employees to update and upload original document for their marital details, child birth, residence change etc. along with control in their frequency with necessary documents (create, recommend, Approve)*		
12.A.5	*System should allow to update employee education, reward and award details* (subject to approval work flow)		
12.A.6	System should display total tax and other deduction as well as incomes in employee self-service portal on specified date interval.		
12.A.7	*System should create and allow to dump the resume or CV, Experience letter of the employee as required*		
12.A.8	*System should allow to update daily job/task details performed by them.*		
12.A.9	*System should have remainder marking facility on the calendar for important events.*		
12.A.10	*System should alert user about their transfer if the mentioned work duration has been completed in the working branch.*		

12.A.11	*System should have the provision of notification of late in/early out, no. of absenteeism in the portal and allow employee to request for necessary action.*		
12.A.12	*System should allow the supervisor to access the leave calendar of their sub ordinates as required for both applied and approved leaves.*		
B	*Self-Service Capabilities*		
12.B.1	Enable employees to update personal details, submit reimbursement claims, request leaves, trainings etc		
12.B.2	*System should suggest about change in CIT or other deposit if required. And also allow to update them* (subject to approval work flow)		
12.B.3	*System should allow to view duty Roster's and employee directory*		
12.B.4	System should allow to apply for over time, work on holidays and perform necessary calculations only after they are approved for integration with payroll or irregular payments (subject to approval work flow)		
12.B.5	*System should allow to claim different allowance and leave payments like (communication, force leave etc.)* and perform necessary calculations (subject to approval work flow)		
12.B.6	*System should allow to claim key allowance, officiating allowance etc. based on the role assigned and attendance of the employee*		
12.B.7	*System should have provision for travel order and allow to request TADA on the basis of travel order and should be integrated to payroll with automatic calculations* (subject to approval work flow)		
12.B.8	System should allow employees to request an Employee's Identity card with the required information (photo, signature, and other related information if required). The system shall track the history of employees' requests for ID card printing and card issuing information with sufficient details. The system shall generate an ID card in the bank-prescribed format.		
12.B.9	System should allow employee to request for Transfer which should be customizable as per bank policy like branch/department/provincial office where he/she wants to transfer, multiple entries with priorities, reason why he/she wants to transfer etc.		
C	*User Management*		
12.C.1	*System should have facility for product and service listing*		

12.C.2	*System should support to define product or service admins*		
12.C.3	*System should support multilevel workflow configuration for all the products and services listed from end user to product or service admin as per banks rule*		
12.C.4	*All the user related requests should move through the system and alert concerned one about the job assigned, completed etc.*		
12.C.5	*The system should provide details to the users like their access type, username, user creation date etc..*		
12.C.6	*The system should force user about branch transfer or user disable of product or services on new branch joining*		
13	**Benefits and Compensation Management**		
A	*Benefits Administration*		
13.A.1	System should manage employee benefits like health insurance, medical, provident fund, retirement fund, gratuity etc.		
13.A.2	System should allow to define 13.A.1 based on different parameters like geo-location, designation, service type etc. (subject to approval workflow)		
13.A.3	System should allow to define and amend TA, DA, salary, grade and other allowance on the basis of employee level, geo-location, branch etc.		
13.A.4	The system should have features to manage different types of insurance packages including medical, life, accidental, loan, and other insurance as per bank requirements. The system shall maintain each insurance package with eligibility criteria, premium rate, and other related details for issuing the insurance to the employees.		
13.A.5	The system should track the detailed insurance information of each employee. The system shall have features to track family information for insurance proposes. The system shall be allowed to update the family information with required documents from the employee self-service portal for insurance purposes.		
13.A.6	The system shall notify insurance information: insurance expiry date, renewal details, and other related information.		
13.A.7	The system shall have features to claim insurance. The employee's self-service portal shall have features to claim insurance along with required documents. The system shall track bank insurance claims from the		

	insurance company and the disbursement against claims. The system shall track the disbursement of insurance.		
13.A.8	System should have rebate setup module for different types of rebates like insurance, medical, donation, abkash kosh, women, differently abled etc. which should impact the payroll		
13.A.9	The system should manage employees' grades as per the bank policy. The grade calculation policy may differ for different types of employees (e.g., permanent, contract, etc.).		
13.A.10	System should have a customizable grade matrix setting along with service group, level, and salary scale		
13.A.11	System should support different automatic grade addition on the basis of time, on the basis of scale, on the basis of level as per banks rule (subject to approval work flow)		
13.A.12	System should support grade disable and enable with defined numbers or as per banks rule.		
13.A.13	System should have facility to allocate bonus, welfare etc. and distribute them on required basis		
13.A.14	System should have provision for periodic revision of the allowance and salary		
B	Loan Management		
13.B.1	System should allow to define and design Employee loans both insured and uninsured also the loan types like term and working capital along with their documentations, attachments and workflow.		
13.B.2	System should allow Loan application and processing along with automatic calculation based on specified parameters.		
13.B.3	System should have eligibility calculation criteria for loan apply for the employees and capable of generating eligible list as required.		
13.B.4	System should have loan apply and disbursement module (subject to approval work flow)		
13.B.5	System should keep track of loan details, insurance details, premiums, interest rate, repayment amount, repayment date, repayment duration, nominee account etc.		
13.B.6	System should track employee loans and deductions seamlessly through payroll integration during salary posting or as defined.		
13.B.7	System should have alert mechanism for loan disbursement and loan repayment		
13.B.8	System should have loan maturity module and generate		

	insurance claim details as required in case of insured loans while repayment notice in case of uninsured loans.		
13.B.9	System should allow to view the consolidated and individual loan account details at employee level including account statement.		
13.B.10	System should have repayment module for employee and should auto repay or alert concerned one about repayment done.		
13.B.11	System should allow to maintain templates for different loans like Personal Guarantee, Tamasuk, application etc.		
C	*Regulatory Compliance*		
13.C.1	Ensure tax and benefit calculations meet legal and organizational requirements		
14	**Reporting and Analytics**		
A	*Customizable Dashboards*		
14.A.1	Offer real-time insights into HR metrics, such as turnover rates, attendance trends, and headcount analysis etc		
14.A.2	Details in the report section		
B	*Predefined Reports*		
14.B.1	Provide templates for standard reports on payroll, compliance, recruitment, performance,NRB etc.		
14.A.2	Details in the report section		
C	*Predictive Analytics*		
14.C.1	Use AI tools to identify trends and forecast workforce needs.		
14.C.2	Use power BI to visualize the report details		
14.C.3	Use GUI to visualize the reports and data		
D	*Data Export*		
14.D.1	Support multiple formats for report exports, including Excel, PDF, and CSV.		
15	**Integration and API Management**		
A	*Core Banking System Integration*		
15.A.1	Ensure smooth data exchange between HRIS and CBS.		
B	*External System Connectivity*		
15.B.1	Enable integration with tax systems, learning platforms, and payroll providers (if required).		
15.B.2	Enable integration with screening database of the bank and other national and international screening software.		

C	Open APIs		
15.C.1	Provide a framework for custom integrations and future scalability.		
D	Data Migration Tools		
15.D.1	Offer robust tools for transferring data from legacy systems, ensuring accuracy and completeness		

Reports
1. Employee-Related Reports
   a. Employee report based on address
   b. Report on employee retirement status
   c. Report on family details
   d. Report based on education
   e. Report based on skills
   f. Report based on designation
   g. Report based on geo-location and organizational hierarchy
   h. Attendance reports (present, absent, leave status, late, early departure, etc.)
   i. Attendance device reports
   j. Reports on attendance mechanisms and employee attendance trends
   k. Employee role-based reports
   l. Reports related to union activities
   m. Reports on transfers and job roles (kaaj)
   n. Timely reports
   o. Reports based on Job Description (JD)
   p. Reports on pending leave requests, transit, and presence
   q. Reports on promotions and appraisals
   r. Reports on disciplinary actions
   s. Reports on leave types and statuses
   t. Reports on employee surveys and associated details
   u. Employee turnover reports
   v. Grievance reports (number, status, nature, gender, level, etc.)

2. Pensioner Reports
   a. Reports on pensioners
   b. Payment-related reports (past, present, future)
   c. Reports on fund allocation and deductions

3. Recruitment and Applicant Reports
   a. Reports based on applicants
   b. Reports categorized by geo-location, gender, education, skills, etc.
   c. Reports based on application status (applied, rejected, passed, etc.)
   d. Payment-related reports for recruitment processes
   e. Selected candidate reports
   f. Reports related to exams, interviews, etc.

g. Reports on screening outcomes (including screening database results)

h. Reports related to onboarding

i. Reports based on recruitment alerts

4. **Salary and Compensation Reports**
   a. Comprehensive reports on salary details (basic salary, grades, OT, bonuses, deductions, arrears, etc.)
   b. Reports on salary by location, branch, designation, and role
   c. Time-based salary reports (weekly, monthly, quarterly, etc.)
   d. Tax compliance reports
   b. Reports based on additions and deductions
   c. Reports on regular and irregular payments
   d. TADA (Travel, Allowances, and Daily Allowances) reports
   e. Allowance-related reports
   f. Reports on CIT, SSF, and other statutory deductions
   g. Reports related to salary projections and components of salary

5. **Employee Performance Reports**
   a. Reports on employee performance evaluations
   b. Reports on appraisal outcomes
   c. Reports detailing the appraisal process and feedback
   d. Reports on employee recognition

6. **Training Reports**
   a. Reports on conducted training programs and upcoming sessions
   b. Reports based on allocated and approved budgets for training
   c. Reports related to Training Needs Analysis (TNA)
   d. Reports on trained employees and trainers
   e. Reports categorized by training location, designation, and whether training is domestic or international
   f. Training calendar reports
   g. Reports on skills gaps and training outcomes
   h. E-learning activity and engagement reports
   i. Training completion reports
   j. Reports on training certifications
   k. Feedback reports from training participants
   l. Training results and effectiveness reports

7. **Staffing and Organizational Structure Reports**
   a. Reports by branch, location, province, gender, designation, role, religion, cluster, service type, job type, etc.
   b. Fiscal year-wise and decision authority-based reports
   c. Darbandi vs gap reports
   d. Reports on staffing standards
   e. Reports on change details, with comprehensive logs

8. **Employee Benefits and Loan Reports**
   a. Reports on insurance, medical, PF (Provident Fund), RF (Retirement Fund)
   b. Loan-related reports such as type, disbursement, outstanding balances, and status

9. **Departmental Action Reports**
   a. Reports on disciplinary actions and punishments across various departments

Other reports as required or identified by the bank.

** Necessary formulas for calculations and letter templates, report templates shall be provided by the bank as required during system development process.

D   Other Requirements

D.1   Project Management

D.1.1   Preliminary Project Plan

The Bidder is required to submit a **Preliminary Project Plan** that outlines the design, management, coordination, and execution strategy for all responsibilities, should the contract be awarded. The plan must also include estimated durations and completion dates for each major activity. Upon submission, the purchaser will review and finalize the plan, incorporating any necessary modifications. The finalized project plan will then serve as the official guide for the execution of the project.

D.1.2   Development Methodology

Software Vendors must provide a detailed description of the **systems development methodology** that will be employed for the customization of the proposed application software solution. This should include:

1. **Confirmation of User Requirements**: A clear plan to validate and confirm user requirements through collaboration with stakeholders, ensuring the solution aligns with business needs.

2. **Customization Plans**: A structured approach to customizing the application to meet the specific needs of the purchaser, including timelines, resources, and milestones.

3. **Customization and Testing**: A comprehensive plan for the customization process, including methods for rigorous testing to ensure that the customized software functions as intended. This will include both functional testing and user acceptance testing (UAT) to ensure the system meets all specified requirements before deployment.

D.1.3   Project Team and Key roles

The Software Vendor should provide a detailed description of the proposed project team organization, including the following:

1. **Team Structure:** An outline of the team composition, highlighting the roles and responsibilities of each team member involved in the project.

2. **Key Project Personnel:** A list of the key personnel, including the Designated Project Leader, with their respective responsibilities. The Project Leader should have a proven track record of successfully implementing similar projects. Detailed descriptions of these past projects should be included to demonstrate relevant experience.

3. **CVs or Resumes:** Attach the CVs or resumes of the key project personnel, showcasing their qualifications, expertise, and relevant experience.

4. **Customization Services Team:** Identify all team members who will be directly involved in the customization phase of the project, including their roles and specific responsibilities.

D.1.4   Implementation and Training Plans

Vendors are required to submit a comprehensive Implementation Plan that outlines the various phases of the HRMIS project, including but not limited to:

1. **Pilot Phase Implementation**: A detailed approach for the initial deployment, including testing, gathering feedback, and making necessary adjustments based on pilot results.

2. **Super-user Group Orientation**: A plan for orienting key super-users, ensuring they are fully trained and equipped to support the system during and after the implementation.

3. **Customization:** An outline of the customization process to tailor the HRMIS to the specific needs of the organization, including timelines and milestones.

4. **Full-Scale Implementation:** A strategy for deploying the system across the organization, ensuring smooth transition, minimal disruption, and effective integration with existing systems.

5. **Testing:** A comprehensive testing plan to ensure all system functionalities are operating as expected, including unit testing, integration testing, and user acceptance testing (UAT).

6. **Training:** A Training Plan to address various training needs identified in the proposal. This should include training for end-users, administrators, and super-users, covering all aspects of the HRMIS to ensure optimal utilization and efficiency.

D.1.5   Quality Assurance and testing Plans

Vendors should provide a detailed Quality Assurance (QA) & Testing Plan to ensure that the HRMIS implementation meets NBL's expectations. The plan should cover the following key aspects:

1. **Testing Methodology:** A description of the testing methodologies to be employed, such as unit testing, integration testing, system testing, user acceptance testing (UAT), performance testing, and security testing. The plan should also include criteria for success and the process for defect tracking and resolution.

2. **Quality Management Standards:** Vendors should specify any relevant Quality Management Standards (such as ISO 9001, CMMI, or others) if they will adhere to during the development, customization, and testing phases to ensure the delivery of a high-quality solution.

3. **Testing Process and Phases:** A breakdown of the specific stages of testing, including preparation, execution, and feedback loops. This should include timelines, responsible teams, and resources needed for each phase of testing.

4. **Continuous Monitoring and Adjustments:** A process for continuous monitoring of the implementation to identify and address issues promptly. The plan should outline how the quality of the system will be maintained throughout the implementation.

5. **User Acceptance Testing (UAT):** A clear plan for conducting UAT, involving key stakeholders to ensure the system meets business requirements and functions as expected.

6. **Defect Management:** The methodology for tracking, managing, and resolving any defects identified during the testing phase, ensuring that critical issues are addressed before full-scale deployment.

D.2   Evaluation methodology

D.2.1   Preliminary examination

- ➢ The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order

- ➢ The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

- ➢ The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

- ➢ The bidder should satisfy the minimum qualification criteria as specified in the tender

D.2.2   Evaluation

- ➢ Pursuant to the evaluation of minimum eligibility criterion mentioned above, bidders will be short-listed and consider for the further evaluation

- ➢ Nepal Bank will review the bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the bids are substantially responsive. Bids those are not substantially responsive are liable to be disqualified at Nepal Bank's discretion

- ➢ During evaluation the Bank at its discretion can ask the bidders for the demonstration of all or some components/ features and components of the solution quoted by them. However, Nepal Bank will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration.

- ➢ Nepal Bank will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive.

- ➢ Bank shall however not bind itself to accept the lowest bid and reserves the right to accept any bid, wholly or in part.

D.3   Preparation of Bids

D.3.1   Cost of Bidding

The bidder shall bear all costs associated with preparation and submission of its Bid, and the purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. *The bidding process will be 2 envelope method comprising separate Technical and Financial proposals*

D.3.2   Documents comprising the Bid

- ❖ Proposals of compliant bids (even if single bidder compliant) are opened in public at a date and time advised by the purchaser. The proposal shall contain the following:
  - ➢ Proposal submission sheet
  - ➢ Bid security
  - ➢ Written confirmation authorizing the signatory of the bid to commit the bidder
  - ➢ Documentary evidence establishing the bidder's eligibility to bid
  - ➢ Documentary evidence that the goods and related services to be supplied by the bidder are of eligible origin
  - ➢ Documentary evidence that the goods and related services conform to the bidding document
  - ➢ Documentary evidence establishing the bidder's qualifications to perform the contract if its bid is accepted
  - ➢ Price proposal submission sheet and the applicable price schedules
- ❖ **Alternative bids:** Alternative bids shall not be considered

D.4   Penalties

For any delay in delivery and installation beyond the specified period, a penalty shall be imposed as per Bank's rule.

D.5   Documentation

The documentation will be fit-for-purpose, and appropriate to NBL needs. The software vendor will supply a minimum set of documentation including:

D.5.1   **End-User Documents:**   A comprehensive user manual should be provided. The manual needs to describe all functions and facilities rendered to the user along with the operational guideline in a user-friendly manner.

The following minimum documentation on proposed systems must be made available.

- • General functional description
- • Set up and installation guide
- • User guide including but not limited to:

- o Screen layouts and Report layouts
- o Transaction processing rules
- o Operation authorization descriptions
- o Error correction procedure descriptions
- System administrator guide including but not limited to:
  - o Data base administration guide and Data backup/restore guide
  - o Data Dictionary
  - o System security and access guide
  - o System audit trail guide
  - o Maintenance documentation
  - o Glossary of terms

D.5.2 **Technical Documents:** Engineering and technical documentations must be comprehensively documented. System design, application development standards, tools used, limitations, testing procedure and results, installation procedure, troubleshooting info, technical support facility etc. should be illustrated on the technical documents.

The Documents should be user friendly and indexed. Diagrams and schematics should be provided where possible to facilitate practical understanding.

Documentation shall be delivered in electronic format as well as hard copy. The language of documentation shall be English or Nepali. The Vendor must assure on-going documentation updates, if applicable.

D.6   Training of NBL Personnel

The vendor shall provide training to NBL staff within the cost of the system. The training categories shall be as follows:

- Technical training for IT staff to support the product

- Business functions and user training to the implementation team

- Train-the-Trainer training to ensure the user population is fully trained and conversant with the product.

D.7   Warranty Service

The System should have one-year warranty period from go live date of software.

- This warranty shall include on-site support.

- The Vendor shall provide hot-line support.

- The Vendor shall undertake immediate repair actions in the event of software failure causing an interruption of operation.

- The Vendor shall notify about all the detected software errors and correct them in a shortest possible time.

- The Vendor shall enter into the obligation that in the event a new version of software is released, vendor will provide the full scope to the bank for the period of at least 1 year of go live date.

- The AMC agreement shall be done after warranty expires and will not exceed 12% of the bid price

D.8   Data Conversion and Migration

Data held on existing systems shall be migrated to the new system as part of the project. Should comply with migration policy of the Bank.

D.9   Source Code

The source code of the proposed software shall be provided to the bank.

▪ **User Acceptance Testing and System Handover**

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system. Payment to the software vendor will be related in some respect to successful completion.

The acceptance tests shall demonstrate that the software vendor has met Bank's requirement and has delivered comprehensive reports and documentation and an effective operational system.

Acceptance test design and execution

The contents of all acceptance tests shall be proposed by the software vendor for NBL approval and planning. All acceptance tests shall be implemented by the software vendor and shall be monitored and approved by NBL. However, NBL shall make management personnel and staff available to the software vendor to participate actively in the acceptance test execution.

Operational Acceptance Testing

Operational Acceptance Testing shall include user acceptance testing and such other tests as NBL may consider necessary to carryout in order to ensure that the system conforms to the functional and technical requirements and meet the standards of performance and shall commence after the successful completion of the Pilot run.

Acceptance of the system will be subject to the test result governed by NBL. This test result cannot be challenged and NBL have the final right to accept/reject/suspend the acceptance of the system. The test criteria could comprise the following issues:

- Security
- Stability
- Scalability
- Meeting Business Requirements
- Meeting Technical Requirements
- User-Friendliness
- Completeness of Documentation
- System performance

Fault correction

The software vendor shall be responsible for correcting all faults found during the acceptance test.

System Handover

System Handover shall occur upon one month of successful operation of the system, after operational acceptance tests are successfully completed.

- **Implementation Schedule**

Implementation Schedule Table*

Item No.	Activity	Timeframe (Weeks since start of project)
1	Contract signing	
2	Finalisation of Project Plan	
3	DRG and Gap analysis	
4	Customization	
5	Pilot Implementation	
6	Pilot Testing	
7	Training	
8	Finalization of acceptance testing criteria	
9	Acceptance testing	
10	Benchmark testing	
11	Go LIVE (System Handover)	

*To be filled in by Vendor and submitted in bid documents

Drawings

The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services. The Purchaser should prepare such drawings, as needed, and include them in the Procurement Document. Such drawings, as part of the SR, are Contract documents and, therefore, shall be part of the Contract. Similarly, the Purchaser may request the Supplier to provide drawings either with its Bid or for approval during Contract execution.

It is essential that the Purchaser prepares a **List of Drawings** showing all drawings it supplied and issued as part of the Procurement Document.

Section VI. General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**.

The GCC are a Contract document and, therefore, are a part of the Contract.

Table of Clauses

Section VI. General Conditions of Contract

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

    (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

    (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

    (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

    (d) "Day" means calendar day.

    (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

    (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

    (g) "GCC" means the General Conditions of Contract.

    (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

    (i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

    (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

    (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, and other similar obligations of the Supplier under the Contract.

    (l) "SCC" means the Special Conditions of Contract.

    (m) "Subcontractor" means any natural person, private, or government entity, or a combination of the above, including

its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o) "GoN" means the Government of Nepal.

(p) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents	2.3	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. Fraud and Corruption	3.1	If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply.

For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"13 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"14 is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"15 is impairing or harming, or threatening to impair or harm, directly or indirectly, any

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13   a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.
14   "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
15   a "party" refers to a participant in the procurement process or contract execution.

party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.

3.2 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

(a) if it is established that the Supplier committed acts specified in ITB 3.2,

(b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

3.3 In case of DP funded bid, DP:

(a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent,

engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

(c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the

Contract.

5.	**Language**	5.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		5.2	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6.	**Joint Venture, Consortium or Association**	6.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
		6.2	The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.
7.	**Notices**	7.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
		7.2	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
8.	**Governing Law**	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
9.	**Settlement of Disputes**	9.1	The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
		9.2	Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other

Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.

10. Scope of Supply	10.1	Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
	10.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
11. Delivery	11.1	Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.
12. Supplier's Responsibilities	12.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
13. Purchaser's Responsibilities	13.1	Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	13.2	The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.
14. Contract Price	14.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
	14.2	Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

15. Terms of Payment	15.1	The Contract Price shall be paid as specified in SCC.
	15.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11.1 and upon fulfillment of all the obligations stipulated in the Contract.
	15.3	Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Contractor the proportion stated in the SCC. Half of the total amount retained shall be repaid to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations and half when the supplier has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.
	15.4	Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
	15.5	Payments shall be made to the Supplier under this Contract in Nepalese Currency.
	15.6	In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.
16. Taxes and Duties	16.1	For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
17. Performance Security	17.1	The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
	17.2	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.
	17.3	The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency

acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the

edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents	22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
	22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
23. Insurance	23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.
24. Transportation	24.1 The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.
25. Inspections and Tests	25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.
	25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be

furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the

Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability	29.1 Except in cases of gross negligence or willful misconduct:

    (a)   neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

    (b)   the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

30. Change in Laws and Regulations	30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.
31. Force Majeure	31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination

for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the

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parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty-one (21) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

34. Termination

34.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract.

(iii) The supplier uses the advance payment for matters other than the contractual obligations.

(iv) The purchaser may terminate the contract at any time in the following condition.

(a) does not commence the work as per the contract,

(b) abandons the contract without completing,

(c) fails to achieve progress as per the contract.

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(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to pay to the Purchaser for whole costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

34.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

34.3 Termination for Convenience

(a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

    35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: *[insert name of Country]*
GCC 1.1(j)	The Purchaser is*: [insert complete name of the Purchaser]*
GCC 1.1 (p)	The Site is: *[insert name and detailed information on the location of the site, if applicable]*
GCC 5.1	The language shall be: *[insert Nepali or English]*
GCC 7.1	For **notices**, the Purchaser's address shall be: *[insert full name and address of Purchaser including telephone number, facsimile number and electronic mail address (if applicable)]* Name and Address of the Purchaser: Telephone number: Facsimile number: e-mail Address:
	For **notices**, the Supplier's address shall be: *[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]* Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at ……. *[Insert place]*

GCC 10.1	The Scope of Supply shall be defined in: *[insert "Section V, Schedule of Requirements" or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.]*
GCC 11.1	Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Copy of packing list identifying the contents of each package; c) Delivery note, railway receipt, or truck receipt; d) Manufacturer's or Supplier's warranty certificate; e) Certificate of origin; and f) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. [Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]
GCC 14.2	The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.[16] or The prices charged for the Goods delivered and Related Services to be performed shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula: $$\Delta P = P_0\left(a + b\frac{L_1}{L_0} + c\frac{M_1}{M_0} \right) - P_0$$ in which: ΔP = adjustment amount payable to the Supplier.

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[16] If duration of contract is less than 12 months price adjustment shall not be applicable

	P0 = Contract Price (base price).
	a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
	b = estimated percentage of labor component in the Contract Price.
	c = estimated percentage of material component in the Contract Price.
	L0, L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
	M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.
	The coefficients a, b, and c shall be specified by the Purchaser in the bidding document. The sum of the three coefficients should be one (1) in every application of the formula.
	The Bidder shall indicate in its Bid, the source of the indices and the base dates for such indices.
	Base date = thirty (30) days prior to the deadline for submission of the Bids.
	Date of adjustment = ……*[insert number of days or weeks]* prior to date of shipment (representing the mid-point of the period of manufacture).
	The maximum amount of price adjustment to be made pursuant to this clause shall not be more than twenty five (25) percent of the initial contract prices.
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows:

	1. The payment shall be made:
	        (a) through accounts division/unit of the Purchaser or
	        (b) Through the District Treasury Controller Office.

	[Delete those not appropriate]
	2. Payments shall be made in Nepalese Rupees in the following manner:
	(a) Advance Payment: …… ***[Insert value not exceeding twenty (20) if required]*** percent of the contract price shall be paid

	within thirty (30) days of signing of the contract, and upon submission of advance payment security. (b) Milestone 1 *[insert milestone]*: ………..*[insert percentage]* of contract price. (c) Milestone 2 *[insert milestone]*: ………..*[insert percentage]* of contract price. (d) ……………….. (e) ……………………………. *[Note: The milestones may be shipment, delivery, testing, installation, acceptance etc. or any appropriate combination as per necessity depending upon the nature of supply]*
GCC 15.3	The proportion of payments retained is: *[insert "5 (five)) percent" or "Not applicable"]* (Note: Mention not applicable only if supplier's performance and/or warranty obligations under the Contract do not remain after payment.)
GCC 15.6	The interest rate that shall be applied for payment delay is : *…..% [insert interest rate]*

GCC 17.1	The Supplier shall provide a Performance Security as follows:
	
	    I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
	
	    II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:
	
	Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.
	
	The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.
	
	The Performance Security shall be valid for the period of ………..*[insert the period of validity of performance security]*
	
	The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.

GCC 17.3	**The types of acceptable Performance Securities are:** A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or commercial bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms. Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.

GCC 22.2	A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:
	
	    a. Contract number :
	    b. Name and address of the Purchaser:
	    c. Country of origin,
	    d. Gross weight
	    e. Net weight
	    f. Package number of total number of packages
	    g. Brief description of content
	    h. [Insert any other additional marking]
	
	Upright markings, where appropriate, shall be placed on all four vertical sides of the package.
	
	All materials used for packing shall be environmentally neutral.
	
	[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]

GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on "All Risks" basis, including War Risks, riots and/or Strikes.
GCC 25.2	Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places: *[Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. In particular, this will be the case when the Goods are designed specifically for the purpose of the Project in question or where due to the nature of the Goods, there is a need to ensure compliance with certain technical specifications and requirements at an early stage. If there is a need for such special inspections and/or tests, the SSC should mention specific testing methods and the timing or milestones and places where the tests and/or inspections are to be carried out.]* For example insert for each test: Goods: _____ Type of Test: _____ Time or Milestone: _____ Place: _____ Address: _____ Country:_____
GCC 26.1	The applicable rate of liquidated damages shall be: *0.05 percent of the Contract Price per day*.

GCC 26.1	The maximum amount of liquidated damages shall be: *ten (10) percent of the Contract Price.*
	The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.
GCC 27.3	The period of validity of the Warranty shall be: *[insert the period of validity of the warranty]*
	For the purposes of the Warranty, the place of final destination shall be: *[insert the place]*
GCC 27.5 & 27.6	The Supplier shall correct any defects covered by the Warranty within: *[insert period, i.e. number of days]* of being notified by the Purchaser of the occurrence of such defects

Section VIII. Contract Forms

Table of Forms

Letter of Intent

[on letterhead paper of the Purchaser]

. . . . date. . . . . . .

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Purchaser and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

To: . . . . *name and address of the Supplier* . . . .

Subject: *Issuance of letter of intent to award the contract*

This is to notify you that, it is our intention to award the contract for execution of the . . . .*name of the contract and identification number, as given in the Contract Data/SCC* to you as your bid price . . . .*amount in figures and words in Nepalese Rupees ....* as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: ....

Name: ....

Title: ....

CC:
[Insert name and address of all other Bidders, who submitted the bid]

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Letter of Acceptance

[on letterhead paper of the Purchaser]

. . . . *date*. . . . . . .

To:. . . . .   *name and address of the Supplier* . . . .

Subject: *Notification of Award*

This is to notify that your Bid dated . . . . *date* . . . . for execution of the . . . .*name of the contract and identification number, as given in the Contract Data/SCC* . . . . for the Contract price of Nepalese Rupees *[insert amount in figures and words in Nepalese Rupees]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The amount of performance security shall be NRs………………[Insert amount] and validity period of performance security shall be ………[insert validity period].

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: ....

Name and Title of Signatory:

Agreement Form

THIS AGREEMENT made on the [*insert number*] day of [*insert month*], [*insert year*], between [*insert complete name of Purchaser*] of [*insert complete address of Purchaser*] (hereinafter "the Purchaser"), of the one part, and [*insert complete name of Supplier*] of [*insert complete address of Supplier*] (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [*insert brief description of the Goods and Related Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs ……..[*insert amount of contract price in words and figures including taxes*] (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    (a)   the Purchaser's Notification to the Supplier of Award of Contract;
    (b)   the Bid Submission Form and the Price Schedules submitted by the Supplier;
    (c)   the Special Conditions of Contract;
    (d)   the General Conditions of Contract;
    (e)   the Schedule of Requirements; and
    (f)   *[indicate any other documents required as appropriate]*

    This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **"Nepal"** on the day, month, and year indicated above.

Signed by [*insert authorized signature for the Purchaser*] (for the Purchaser)

Signed by [*insert authorized signature for the Supplier*] (for the Supplier)

Performance Security

[insert complete name and number of Contract]

To: [**insert complete name of Purchaser**]

WHEREAS [**insert complete name of Supplier**] (hereinafter "the Supplier") has received the notification of award for the execution of **[insert identification number and name of contract]** (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [**insert type of security**] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [**insert complete name of Guarantor**], legally domiciled in [**insert complete address of Guarantor**], (hereinafter the "Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [**insert currency and amount of guarantee in words and figures**] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [**insert currency and amount of guarantee in words and figures**] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert day, month, year]*.

Name: [**insert complete name of person signing the Security**]

In the capacity of: [**insert legal capacity of person signing the Security**]

Signed: [**insert signature of person whose name and capacity are shown above**]

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: *[insert date of signing]*

Advance Payment Security

[insert complete name and number of Contract]

To: *[insert complete name of Purchaser]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Supplier*] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [*insert currency and amount of guarantee in words and figures*].

We, the undersigned [*insert complete name of Guarantor*], legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [*insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until *[(insert day, month, year) Contract completion date may be a basis for this date]*.

Name: *[insert complete name of person signing the Security]*

In the capacity of: *[insert legal capacity of person signing the Security]*

Signed: [*insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the security for and on behalf of: **[*insert seal and complete name of Guarantor]*

Date: *[insert date of signing]*

SECTION-VI
Bill of Quantities

Notes for Unit Rate Contracts :
Objectives
The objectives of the Bill of Quantities are
(a)   to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
(b)   when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.
Content
The Bill of Quantities should be divided generally into the following sections:
(a)   Preamble;
(b)   Work Items (grouped into parts);
(c)   Day works Schedule;
d)   Provisional Sums; and
(d)   Summary.

Preamble
The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works.

Work Items
The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities.
Day work Schedule
A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:
(a)   A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.
(b)   Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.
Provisional Sums
A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

Summary
The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Bidding documents. They should not be included in the final documents.

Bill of Quantities

Total of Procument Items	
Total Item Price	
VAT	
Grand Total	