

# NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)

Finance Directorate

## INSTITUTIONAL STRENGTHENING PROJECT



(A Component of Electricity Grid Modernization Project-Additional Financing)

### BIDDING DOCUMENT FOR

**Procurement of Information Technology Products and Services  
Supply and Installation of RMS (Revenue Management System)**

## Volume I of III

**Single-Stage: Two-Envelope  
Bidding Procedure**

Issued on: **Friday, 18 February 2022**

Invitation for Bids No.: **ICB/FD/EGMPAF/RMS-078/79-02**

OCB No.: **ICB/FD/EGMPAF/RMS-078/79-02**

Purchaser: **Nepal Electricity Authority**

Country: **Nepal**

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**Institutional Strengthening Project, Finance Directorate,  
Nepal Electricity Authority, Central Office,  
Durbarmarg, Kathmandu, Nepal.  
Phone : 977-1-4153310, 977-1-4153201**



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# Preface

This Bidding Document for Procurement of Information Technology Products and Services has been prepared by Nepal Electricity Authority and is based on the Standard Bidding Document for the Procurement of Information Technology Products and Services issued by the Asian Development Bank dated **December 2021**.



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## Nepal Electricity Authority Invitation for Bids

<b>First Date of Publication:</b> <a href="#">Friday, 18 February 2022</a>	
<b>Project No. and Title:</b>	<b>Loan No. and Title:</b> <a href="#">4109-NEP: Electricity Grid Modernization Project - Additional Financing</a>
<b>Contract No. and Title:</b>	<a href="#">ICB/FD/EGMPAF/RMS-078/79-02:</a> <a href="#">Supply and Installation of Revenue Management System (RMS).</a>
<b>Deadline for Submission of Bids:</b>	<a href="#">At or before 14:00 hours Nepal Standard Time (NST) on Monday, 11 April 2022</a>

1. The Government of Nepal has received financing from Asian Development Bank (ADB) toward the cost of **Electricity Grid Modernization Project-Additional Financing**. Part of the loan will be used for payments under the Contract named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The **Nepal Electricity Authority** (“the Employer”) invites sealed bids from eligible bidders for the [Supply and Installation of Revenue Management System \(RMS\)](#).
3. **Open Competitive Bidding (OCB)** - International advertisement will be conducted in accordance with ADB's [Single-Stage -Two-Envelope](#) bidding procedure and is open to all Bidders from eligible countries as described in the Bidding Document.
4. The Bidders should meet the minimum qualification criteria as specified in Clause 2, Section 3: Evaluation and Qualification Criteria, of bidding document. Key qualification criteria for bidders include:
  - Bidder must have CMMI level 3 or higher certificate; and
  - Bidder must have Minimum average annual turnover of [US\\$ 11.00 MN](#) calculated as total payments received by the Bidder for contracts completed or under execution during best three years in the last five consecutive years; and
  - Successful completion of implementation of offered/proposed COTS (Commercial Off-The Shelf) Based Revenue Management System (RMS) in a Power Distribution Utility within the last seven (7) years, of at least 1 contract with nature, and complexity similar to the scope of requirements described in Section 6 (Schedule of Requirements). (For detailed criteria refer clause2, Section 3)



5. Interested eligible Bidders may obtain further information from *Nepal Electricity Authority* and inspect the bidding documents at the address given below from *10:00 to 17:00 hours* (NEA office is closed on Saturday, and is open up to 15:00 hours on Friday). A pre-bid meeting, which potential bidders may attend, will be held as specified in ITB 7.4.
6. A complete set of bidding documents in English may be purchased within office hours up to **Sunday, 10 April 2022** by interested Bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of NPR 20,000 (Nepalese Rupees Twenty Thousand only inclusive of VAT) or an equivalent amount US Dollar deposited in the NEA Account provided below or in the form of bank draft drawn in favor of the “Institutional Strengthening Project” or through online bank transfer to the above account. The document will be handed over to the bidder after producing evidence of payment of the fee. The Bidding documents are also available in the NEA’s Web Site <http://www.nea.org.np/>. Bidders may choose to download the bidding documents, prepare their bids and submit bids in hard copy of the downloaded bidding documents, as specified in the Instructions to Bidders.
7. Bids must be delivered in hard copy only to the address below at or before **14:00 hours NST on Monday, 11 April 2022**. Bids need to be secured by a Bid Security. The amount of Bid Security required is **US\$ 337,730/-** (US dollar three hundred and thirty-seven thousand, seven hundred and thirty only) or an equivalent amount in Nepalese Rupees (NPR). The Bidder has the option to submit the bid security in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution. Late bids will be rejected. In case the last date of submission of the bidding documents happens to be a public holiday, the next working day will be deemed as the due date but the time will be the same as stipulated.
8. Bidders should contact in the address below:

Address:

Project Director,

Institutional Strengthening Project

Finance Directorate

NEA Central office, Ratna Park,

Kathmandu Nepal

Telephone: 977-1-4153310, 977-1-4153201

E-mail: [ispnea@gmail.com](mailto:ispnea@gmail.com)

## Purchaser’s Account Details:

Name: NEA Institutional Strengthening Project

Account Number at Kumari Bank Limited: 0010041864800001

Bank Name and Address in Nepal:

Kumari Bank Limited Kathmandu, Nepal

SWIFT Code: KMBLNPKA

(Via: SWIFT MT 103 Message)



9. Technical Bids will be opened at the Project office in the presence of Bidders' representatives who choose to attend at the address above at [14:30 hours NST on Monday, 11 April 2022](#) whereas the Financial Bids shall remain sealed and unopened and shall be placed locked. The Financial Bids of only Technically Responsive and Qualified Bidders shall be opened after technical bids evaluation, whereas, the financial bids of those bidders whose technical bids are not responsive and disqualified shall be returned unopened after the contract is awarded.



# Section 1: Instructions to Bidders

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## A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of IT products and services incidental thereto as specified in Section 6 (Schedule of Requirements). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written (including electronic) form and delivered against receipt;
  - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB’s Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Suppliers under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (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) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
  - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or inspection or access to information; and
  - (viii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) 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) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB- financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-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,

<sup>1</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).



fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB or its representative 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 ADB.

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.



- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise 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. In the case of a joint venture,
- (a) all parties to the Joint venture shall be jointly and severally liable; and
  - (b) the Joint venture 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 Joint venture during the bidding process and, in the event the Joint venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract, including related services.
- 4.3 A Bidder shall not have a conflict of interest. All 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 any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this Bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
  - (f) a Bidder, Joint venture partner, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the IT Products and services that are the subject of the Bid; or
  - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
  - (h) a Bidder would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that



directly or indirectly controls, is controlled by, or is under common control with that firm; or

- (i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Firms shall be excluded if 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, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

## 5. Eligible IT Products and Services

- 5.1 All IT products and services to be supplied under the Contract and financed by ADB shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such IT products and services.
- 5.2 For the purposes of these Bidding Documents, the IT products and services means all:
  - (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and products to be supplied, installed, integrated, and made operational (collectively called "the products" in some clauses of the ITB); and
  - (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other Services



necessary for proper operation of the products to be provided by the selected Bidder and as specified in the Contract.

- 5.3 For the purposes of ITB 5.1 above “origin” means the place where through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## B. Contents of Bidding Document

6. **Sections of the Bidding Document** 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

### PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

### PART II Supply Requirements

- Section 6 Schedule of Requirements (SOR)

### PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. **Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days 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 in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. 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 8 and ITB 24.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 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 in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 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

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 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.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- Letter of Technical Bid;
  - Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
  - alternative Technical Bid, if permissible, in accordance with ITB 13;
  - written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
  - documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
  - documentary evidence in accordance with ITB 17, that the IT products and services to be supplied by the Bidder are of eligible origin;





- (g) documentary evidence in accordance with ITB 18 and ITB 32, that the IT products and services conform to the Bidding Document;
- (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (i) list of subcontractors, in accordance with ITB 18.4; and
- (j) any other document required in the BDS.

11.3 The Price Bid submitted by the Bidder shall comprise the following:

- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
- (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
- (c) any other document required in the BDS.

11.4 The Bidder shall furnish in the Letter of Price Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 12. Letter of Bid and Price Schedules

12.1 The Bidder shall submit the Letter of Technical Bid and the Letter of Price Bid using the form furnished in Section 4 (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.

12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for IT products and services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

## 13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

## 14. Bid Prices and Discounts

14.1 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.

14.2 All items in the Schedule of Requirements 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 33.3. 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.

14.3 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.

14.4 The Bidder shall quote discounts and the methodology for their application in the Letter of Price Bid.



- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for IT products offered from within the Purchaser's country:
- (i) the price of the IT products quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of IT products quoted ex works or ex factory, or on the previously imported IT products of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
  - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the IT products if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) for IT products offered from outside the Purchaser's country:
- (i) the price of the IT products quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination) in the Purchaser's country, as specified in the BDS;
  - (ii) the price of the IT products quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
  - (iii) the total price for the item.
- (c) for services whenever such are specified in the Schedule of Requirements:
- (i) the local currency cost component of each item comprising the services; and
  - (ii) the foreign currency cost component of each item comprising the services, inclusive of all customs duties, sales, and other similar taxes applicable in the Purchaser's country, payable on the services, if the Contract is awarded to the Bidder.

Unless otherwise specified in the BDS, the prices must include all costs incidental to the performance of the services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these



Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

- 14.7 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, shall be quoted as service prices in accordance with ITB 14.6(c) on the Price Schedule for Recurrent Costs. Recurrent costs are all-inclusive of the costs necessary items such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the IT products and services and, if appropriate, of the Bidder's own allowance for price increases.
- 14.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract but a Bid submitted with no indexes identified in the Tables of Adjustment Data will also be treated as nonresponsive and be rejected.
- 14.9 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 Bid prices shall be quoted in the following currencies:
- Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
  - If some of the expenditures for the related services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- complete the eligibility declarations in the Letter of Bid, included in Section 4 (Bidding Forms); and
  - if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture 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 Joint venture, as appropriate.
- 17. Documents Establishing**
- 17.1 Technical Proposal shall also include a Health and Safety COVID-19 Plan (HS-C19 Plan), in accordance with the relevant government of



**the Eligibility of  
the IT Products  
and Services**

Nepal and the employer's regulations and guidelines on COVID-19 prevention and control, or in the absence thereof, to international good practice guidelines such as World Health Organization. 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: <https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19>.

Any bid not accompanied by the HS-C19 Plan shall be rejected by the Employer as nonresponsive. If a Bidder submits a HS-C19 Plan that does not provide sufficient information in accordance to the required submission information listed in the bidding document by the Employer, the Employer shall issue a clarification to request for further information from the Bidder. The Bidder must submit the requested information within 5 working days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request shall cause the rejection of the Bid

**18. Documents  
Establishing  
the Conformity  
of the IT  
Products and  
Services to the  
Bidding  
Document**

17.2 To establish the eligibility of the IT products and services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).

18.1 To establish the conformity of the IT products and services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the IT products and services conform to the requirements specified in Section 6 (Schedule of 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 IT products and services, demonstrating substantial responsiveness of the IT products and services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Requirements).

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (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 6 (Schedule of Requirements).

18.4 For major items of IT products and services as listed by the Purchaser in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

**19. Documents  
Establishing  
the**

19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's



- Qualifications of the Bidder**
- satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the IT products and services it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the IT products and services to supply these IT products and services in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country 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.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. 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 28 days beyond the deadline of the extended bid validity and bid security validity issued by the Purchaser. 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.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- an unconditional bank guarantee,
  - an irrevocable letter of credit,
  - a cashier's or certified check, or
  - SWIFT message in the form of MT760,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security



shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid evaluation shall be returned promptly upon signing of the contract with the successful Bidder pursuant to ITB 46.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Technical Bid, except as provided in ITB 20.2; or
  - (b) the successful Bidder fails to
    - (i) sign the Contract Agreement in accordance with ITB 46;
    - (ii) furnish a Performance Security in accordance with ITB 47; or
    - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint venture shall be in the name of the Joint venture that submits the Bid. If the Joint venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint venture shall be in the name of the Joint venture that submits the Bid. If the Joint venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

## 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 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". 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.
- 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. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 22.3 A Bid submitted by a Joint venture shall be signed so as to be legally binding on all partners.
- 22.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 22.5 For electronic bid submission, procedures for format and signing of the bid shall be as specified in the BDS.

## D. Submission and Opening of Bids

### 23. Sealing and Marking of Bids

- 23.1 Procedures for submission, sealing, and marking are as follows:
  - (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" 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. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) If electronic bid submission is used, Bidders shall follow the procedures specified in the BDS. In such case, manual bid submission shall not be permitted.
- 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 pursuant to ITB 1.1 and any additional identification marks as specified in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 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.



- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address (or electronic portal) and no later than the date and time indicated in the BDS.
- 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 8, 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.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid 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, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid 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 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, 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 Letter of Technical Bid or any extension thereof.
- 26.4 If electronic bid submission is used, Bidders shall follow the procedures for withdrawal, substitution, and modification specified in the BDS.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1(b), shall be as specified in the BDS.
- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid.





Alternatively, the Price Bid may be immediately resealed for later evaluation.

- 27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical 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 or substitution;
  - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Purchaser may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.
- 27.7 The Purchaser 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, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. 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.
- 27.8 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 reasonable notice of the opening of Price Bids.

- 27.9 The Purchaser will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
- 27.10 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 Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 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 or substitution;
  - (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, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.12 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 if applicable), any discounts, 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. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

## E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification 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 opening the Technical Bids 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 postqualification of the 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 bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications on 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 Bids**
- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall use the criteria and methodologies listed in this ITB and Section 3 (Evaluation and Qualification Criteria). No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.
- Preliminary Examination**
- 31.3 The Purchaser will examine the bids, to determine whether they have been properly signed, whether required securities have been furnished, and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the technical requirements). In the case where a prequalification process was undertaken for the Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a prequalified bidder and that, in the case of a Joint Venture, partners and structure of the Joint Venture are unchanged from those in the prequalification.
- Technical Evaluation**
- 31.4 The Purchaser will examine the information supplied by the Bidders pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:
- (a) overall completeness and compliance with, and deviations from, the Section 6 (Schedule of Requirements);



- (b) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the IT products;
- (c) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;
- (d) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.

31.5 If specified in the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section 3 (Evaluation and Qualification Criteria), which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid.

31.6 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

### 32. Responsiveness of Technical Bid

32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.

32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
  - (i) affect in any substantial way the scope, quality, or performance of the IT products and services specified in Section 6 (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 Technical bids.

32.3 The Purchaser shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 6 (Schedule of Requirements) have been met without any material deviation, reservation, or omission.

32.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it shall not be considered further and be rejected by the Purchaser. The Bidder shall not be permitted to correct or withdraw material deviation, reservation, or omission once bids have been opened.

### 33. Nonmaterial Nonconformities

33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.



- 33.2 Provided that a Technical 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 nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid 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 Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (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. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities or affiliates.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result into the disqualification of the Bid.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- Letter of Price Bid in accordance with ITB 12.1; and
  - Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- 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.
  - 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 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) and (b) above.
- 36.2 If the Bidder that submitted the Most Advantageous Bid does not accept the correction of errors, its Bid shall be rejected and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 37. Conversion to Single Currency** 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 38. Domestic Preference** 38.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 39. Evaluation and Comparison of Price Bids** 39.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section 3 (Evaluation and Qualification Criteria). No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

#### **Economic Evaluation**

- 39.2 To evaluate a Price Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;
  - (e) assessment whether the bid is abnormally low in accordance with ITB 40;
  - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria), including factors related to the characteristics, performance, and terms and conditions of purchase of the IT products and services, which have been expressed in monetary terms; and
  - (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.
- 39.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of IT products offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the IT products if the Contract is awarded to the Bidder;
  - (b) in the case of IT products offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the IT products if the Contract is awarded to the Bidder; and



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

39.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the price combinations offering optimum value for money, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

39.5 The Purchaser shall compare all substantially responsive Bids to determine the Most Advantageous Bid.

#### 40. Abnormally Low Bids

40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

40.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

40.3 With regard to ITB 40.2 (b) above, the Purchaser shall seek written explanation of the reasons for proposed price or costs from the bidder, including a detailed analysis of its bid prices by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process, the services provided, the technical solutions chosen or any exceptionally favorable conditions available to the bidder for the supply of the IT products and services or for the execution of the work; or the originality of the work, supplies, or services proposed.

40.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

#### 41. Purchaser's Right to Accept Any Bid, and to

41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In



- Reject Any or All Bids** case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 42. Notice of Intention for Award of Contract** 42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

## F. Award of Contract

- 43. Award Criteria** 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined successful in line with ITB 39 to ITB 40 above.
- 44. Purchaser's Right to Vary Quantities at Time of Award** 44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of IT products and services originally specified in Section 6 (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.
- 45. Notification of Award** 45.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 42.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 45.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 45.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract
- 45.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
  - (b) bid prices as read out at bid opening;
  - (c) name and evaluated prices of each Bid that was evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
  - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.





- 46. Signing of Contract**
- 46.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 46.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 47. Performance Security**
- 47.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.
- 47.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next Most Advantageous Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 48. Bidding-Related Complaints**
- 48.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.



## Section 2: Bid Data Sheet

<b>A. General</b>	
ITB 1.1	The number of the Invitation for Bids (IFB) is: <a href="#">ICB/FD/EGMPAF/RMS-078/79-02</a>
ITB 1.1	The Purchaser is: <a href="#">Nepal Electricity Authority</a>
ITB 1.1	The name of the open competitive bidding (OCB) is: <a href="#">Supply and Installation of RMS (Revenue Management System)</a> The identification number of the OCB is: <a href="#">ICB/FD/EGMPAF/RMS-078/79-02</a> The number and identification of lots comprising this OCB is: <a href="#">None</a>
ITB 2.1	The Borrower is: <a href="#">Government of Nepal</a>
ITB 2.1	The name of the Project is: <a href="#">Electricity Grid Modernization Project - Additional Financing</a>
ITB 4.9	Bidder/ Joint Venture (including all its partners) must be eligible in accordance to ITB Clause 4. <a href="#">A maximum of two JV or Consortium partners are allowed.</a>
ITB 4.10	Bidder can propose to use Subcontractors for the provision of following types/categories of services: <ul style="list-style-type: none"> <li>• Post go-live operation &amp; maintenance for hardware and standard software (except maintenance of RMS Application)</li> <li>• Training</li> <li>• Hardware procurement, delivery, installation &amp; commissioning</li> <li>• Data Digitization and Data Migration</li> </ul> For each of above services, written agreements by the proposed sub-contractors to provide these services in case of contract(s) resulting from this bidding shall be submitted as attachments in the Technical Submission separately. <a href="#">Total sub-contract value should not exceed 25% of total contract value.</a>
<b>B. Contents of Bidding Document</b>	
ITB 7.1	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: <a href="#">Project Director,</a> <a href="#">Supply and Installation of Revenue Management System (RMS)</a> <a href="#">Finance Directorate</a> Street address: <a href="#">NEA Central office, Ratna Park, Kathmandu Nepal</a> Floor/Room number: <a href="#">Institutional Strengthening Project Room</a> City: <a href="#">Kathmandu</a> ZIP code: <a href="#">NA</a>



	<p>Country: <a href="#">Nepal</a></p> <p>Telephone: <a href="#">01-4153310, 01-4153201</a></p> <p>E-mail: <a href="mailto:ispnea@gmail.com">ispnea@gmail.com</a></p> <p>Web page: <a href="https://www.nea.org.np">https://www.nea.org.np</a></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <a href="#">will take</a> place.</p> <p>If a Pre-Bid meeting will take place, date, time and place are as follows:</p> <p>Date: <a href="#">Wednesday, 09 March 2022</a></p> <p>Time: <a href="#">12:30 Hours Local Time</a></p> <p>Place: <a href="#">NEA Central office, Ratna Park, Kathmandu, Nepal.</a></p> <p>A site visit conducted by the Purchaser <a href="#">will not</a> be organized.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <a href="#">English</a>
<b>ITB 11.2 (j)</b>	The Bidder shall submit with its Technical Bid the following additional documents: <a href="#">None</a>
<b>ITB 11.3 (c)</b>	The Bidder shall submit with its Price Bid the following additional documents: <a href="#">None</a>
<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative Bids are <a href="#">Not permitted</a>
<b>ITB 14.5</b>	The Incoterms edition is: <a href="#">2020 Edition</a>
<b>ITB 14.6(b)(i)</b>	<p>For IT products and services offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: <a href="#">DPU Incoterms 2020</a></p> <p><a href="#">Project Sites:</a></p> <ol style="list-style-type: none"> <li>1. <a href="#">For IT infra hardware component: Central store at Kathmandu</a></li> <li>2. <a href="#">Printer cum scanner: Central store at Kathmandu</a></li> <li>3. <a href="#">For CCC hardware component: at each province office</a></li> </ol>
<b>ITB 14.6(b)(ii)</b>	<p>In addition to the above, the Bidder shall quote prices for IT products and services offered from outside the Purchaser's country using the following Incoterms: <a href="#">DPU Incoterms 2020</a></p> <p><a href="#">Project Sites:</a></p> <ol style="list-style-type: none"> <li>1. <a href="#">For IT infra hardware component: Central store at Kathmandu</a></li> <li>2. <a href="#">Printer cum scanner: Central store at Kathmandu</a></li> <li>3. <a href="#">For CCC hardware component: At each province office</a></li> </ol>
<b>ITB 14.6(c)</b>	All costs incidental to the performance of the services, as incurred by the Supplier <a href="#">No further instructions</a>
<b>ITB 14.8</b>	The prices quoted by the Bidder <a href="#">shall not be</a> adjustable.



<b>ITB 14.9</b>	Prices quoted for each lot shall correspond <b>at least to 100 %</b> of the items specified for each lot.  Prices quoted for each item of a lot shall correspond <b>at least to 100 %</b> of the quantities specified for this item of a lot.
<b>ITB 16.1 (b)</b>	The period following completion <b>Supply and Installation of RMS (Revenue management system) including operation and maintenance period in accordance with provisions of the contract shall be 6.5 Years</b>
<b>ITB 17.4</b>	Technical Proposal shall also include a Health and Safety COVID-19 Plan (HS-C19 Plan), in accordance with the relevant government of Nepal and the employer's regulations and guidelines on COVID-19 prevention and control or in the absence thereof, to international good practice guidelines, such as World Health Organization, 2020. Considerations for public health and social measures in the workplace in the context of COVID-19, Geneva. Available here: <a href="https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19">https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19</a> .]  Any bid not accompanied by the HS-C19 Plan shall be rejected by the purchaser as nonresponsive. If a Bidder submits a HS-C19 Plan that does not provide sufficient information in accordance to the required submission information listed in the bidding document by the purchaser, the purchaser shall issue a clarification to request for further information from the Bidder. The Bidder must submit the requested information within 5 working days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 19.2</b>	The Bidder shall include with its bid the <b>Manufacturer's Authorization for the following item(s): in accordance with Form B2 of Section 4</b>  The Bidder is required to submit documentation to substantiate that <b>it is an authorized dealer, distributor, or reseller of the IT products being procured.</b>
<b>ITB 19.3</b>	The Bidder is required to include with its bid, evidence that it will be represented by <b>an Agent in the Purchaser's country.</b>
<b>ITB 20.1</b>	The bid validity period shall be <b>180 days.</b>
<b>ITB 21.1</b>	The Bidder shall furnish a bid security in the amount of <b>US\$ 337,730/- (US dollar three hundred and thirty-seven thousand, seven hundred and thirty only) or an equivalent amount in Nepalese Rupees (NPR).</b>
<b>ITB 21.2</b>	The ineligibility period <b>will be not</b> be applicable
<b>ITB 21.4</b>	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint venture or, where the Joint venture has not yet been constituted, the names of all future Joint venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within <b>14 (Fourteen) days</b> of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is: <b>Two</b>

	Two hard copies and one softcopy
<b>ITB 22.2</b>	The written confirmation of <b>Authorization</b> to sign on behalf of the Bidder shall consist of:  An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b)
<b>ITB 22.2</b>	The Bidder shall submit an acceptable authorization within <b>14 (Fourteen) days</b> .
<b>ITB 22.5</b>	Electronic procedures for format and signing of the bid <b>shall not be</b> allowed
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1(b)</b>	Procedures for submitting the bid electronically <b>shall not</b> be allowed
<b>ITB 23.2(c)</b>	The additional identification marks <b>are not</b> required.
<b>ITB 24.1</b>	For <b>bid submission purposes</b> only, the Purchaser's address is: Attention: <b>Project Director,</b> <b>Institutional Strengthening Project,</b> <b>Supply and Installation of Revenue Management System (RMS)</b> <b>Finance Directorate</b> Street address: <b>NEA Central office, Ratna Park, Kathmandu Nepal</b> Floor/Room number: <b>Institutional Strengthening Project Office Room</b> City: <b>Kathmandu</b> ZIP code: <b>NA</b> Country: <b>Nepal</b>
<b>ITB 24.1</b>	<b>The deadline for bid submission is:</b> Date: <b>Monday, 11 April 2022</b> Time: <b>14:00 hours Local Time</b>
<b>ITB 26.4</b>	Electronic procedures for withdrawal, substitution, and modification shall be: <b>Not Applicable</b>
<b>ITB 27.1</b>	<b>The technical bid opening shall take place at:</b> Street address: <b>NEA Central Office, Ratna Park, Kathmandu, Nepal</b> Floor/Room number: <b>Institutional Strengthening Project Office</b> City: <b>Kathmandu</b>



	Country: <a href="#">Nepal</a> Date: <a href="#">Monday, 11 April 2022</a> Time: <a href="#">14:30 hours Local Time</a>																												
<b>ITB 27.1</b>	The electronic bid opening procedure shall be as follows: <a href="#">Not Applicable</a>																												
<b>ITB 27.6</b>	The Letter of Technical Bid shall be initiated by <a href="#">3 (Three)</a> representatives of the Purchaser attending Technical Bid opening.																												
<b>ITB 27.11</b>	The Letter of Price Bid and Price Schedules shall be initiated by <a href="#">3 (Three)</a> representatives of the Purchaser attending Bid opening.																												
<b>E. Evaluation and Comparison of Bids</b>																													
<b>ITB 31.5</b>	<p>The Purchaser's evaluation of responsive Bids will take into account the following technical factors, in addition to cost factors as specified in Section 3 (Evaluation and Qualification Criteria):</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Evaluation Criteria</th> <th>EQC Reference</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Experience of the System Integrator</td> <td>Section 3, 1.1</td> <td>45</td> </tr> <tr> <td>B</td> <td>Experience of the RMS Product OEM</td> <td>Section 3, 1.1</td> <td>15</td> </tr> <tr> <td>C</td> <td>Functional Requirement Specification</td> <td>Section3, 1.1</td> <td>5</td> </tr> <tr> <td>D</td> <td>Proposed Human Resources</td> <td>Section 3, 1.1</td> <td>15</td> </tr> <tr> <td>E</td> <td>Solution Technical Presentation and Proposal</td> <td>Section 3, 1.1</td> <td>20</td> </tr> <tr> <td></td> <td>Total Marks</td> <td></td> <td>100 Marks</td> </tr> </tbody> </table> <p>The cutoff score for technical competence is <a href="#">60 marks</a> and bids scored below this score will not be further considered for evaluation.</p>	Sl. No.	Evaluation Criteria	EQC Reference	Maximum Marks	A	Experience of the System Integrator	Section 3, 1.1	45	B	Experience of the RMS Product OEM	Section 3, 1.1	15	C	Functional Requirement Specification	Section3, 1.1	5	D	Proposed Human Resources	Section 3, 1.1	15	E	Solution Technical Presentation and Proposal	Section 3, 1.1	20		Total Marks		100 Marks
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	Total Marks		100 Marks																										
<b>ITB 34.2</b>	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors <a href="#">shall not be permitted</a> .																												
<b>ITB 37.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <a href="#">Nepalese Rupees</a></p> <p>The source of the selling exchange rate shall be: <a href="#">Nepal Rastra Bank (The Central Bank of Nepal)</a></p> <p>The date for the selling exchange rate shall be: <a href="#">The date of the technical bid opening</a></p>																												
<b>ITB 38.1</b>	Domestic preference <a href="#">shall not apply</a>																												

<b>ITB 38.2</b>	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates <b>shall not be permitted</b> .
<b>ITB 42.1</b>	<p>Standstill provisions shall apply. The duration of standstill period will be <b>7 (Seven) days</b> from the date of notice of intention for award of contract.</p> <p>The Purchaser shall, at the start of the standstill period, notify in writing each Bidder that submitted a bid, of its intention to award a contract to the successful Bidder at the end of standstill period. The notification using the form included in Section 9 (Contract Forms) shall include the following information:</p> <ul style="list-style-type: none"> <li>(a) the name of each Bidder who submitted a Bid;</li> <li>(b) the bid prices as read out at bid opening;</li> <li>(c) the name and evaluated prices of each Bid that was evaluated;</li> <li>(d) the name of Bidders whose bids were rejected and the reasons for their rejection;</li> <li>(e) the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded; and</li> <li>(f) a statement of the reason(s) the bid of the unsuccessful Bidder to whom the notification is addressed was unsuccessful, unless the price information under (e) of this paragraph already reveals the reason.</li> </ul>
<b>F. Award of Contract</b>	
<b>ITB 44.1</b>	<p>The maximum percentage by which quantities may be increased is: <b>15%</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>15%*</b></p> <p><b>*except for RMS licenses for 6 million consumer base.</b></p>
<b>ITB 48.1</b>	<p>The procedures for Bidding-Related Complaints are referenced in the "<b>Procurement Regulations for ADB Borrowers (Appendix 7)</b>". The Bidder should submit its complaint following these procedures, in writing, to:</p> <p style="padding-left: 40px;">For the attention: <b>Managing Director, NEA through the Project Director</b></p> <p style="padding-left: 40px;">Title/position: <b>Managing Director</b></p> <p style="padding-left: 40px;">Purchaser: <b>Nepal Electricity Authority</b></p> <p style="padding-left: 40px;">E-mail address: <b>ispnea@gmail.com</b></p>

# Section 3: Evaluation and Qualification Criteria

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# 1. Technical Evaluation

## 1.1 Technical Criteria (ITB 31 and ITB 32)

The total technical score assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid, in accordance with the criteria set forth below.

- (a) The technical features to be evaluated are generally defined below and specifically identified in the BDS:
- (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in Section 6 (Schedule of Requirements), and/or influence the life cycle cost and effectiveness of the IT products.
  - (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life cycle cost and effectiveness of the IT products.
  - (iii) The quality of the Bidder's proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section 6 (Schedule of Requirements).
  - (iv) Any sustainable procurement requirement if specified in Section 6 (Schedule of Requirements).
- (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS:
- (i) The technical features that reflect how well the IT products and services meet the Purchaser's business requirements (including quality assurance and risk-containment measures associated with the implementation of the IT products and services).
  - (ii) The technical features that reflect how well the IT products and services meet the system's functional performance standards.
  - (iii) The technical features that reflect how well the IT products and services meet the general technical requirements for hardware, software, and services.
- (c) As specified in the BDS, each category will be given a weight and within each category each feature may also be given a weight.
- (d) As part of the Technical Evaluation, the Fitment of the Technical Solution being offered by the Bidder will be compared with that of the requirements of the Purchaser. To qualify technically, a proposal must secure a minimum of 60 marks after summing up. The Technical Evaluation carries 100 marks. Bidders who score a minimum of 60 marks out of 100 marks in the same shall be considered; else the bid shall be termed as non-responsive and will not be evaluated further.
- (e) Compliance to 85% "Standard" of the Functional Requirement Specifications (FRS) mentioned in the RFP for all functional modules, is a mandatory requirement. Bids submitted with compliance to FRS less than 85% "standard" shall be termed as non-responsive and will not be evaluated further.
- (f) The Employer will take into account the quality of the Health and Safety COVID -19 Plan ('the Plan') attached to the Technical Proposal in its evaluation of the Adequacy of the Technical Proposal. The bidder should demonstrate in the Plan the health and safety measures they will put in place on site in relation to COVID-19 prevention and controls, including but not limited to, PPE requirements, site set up, training, induction and mobilization of new personnel, equipment and plants cleaning and other hazard management measures while undertaking site work activities, site



visitors health and safety protocols, as well as the approach to the monitoring and reporting of the Plan. The Plan should be fit for purpose for the particular construction works of this contract and be aligned with any relevant government of Nepal and the employer's regulations and guidelines on COVID-19 prevention and controls, as well as workplace safety requirements, or in the absence thereof, to international good practice guidelines as World Health Organization. 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: <https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19>. Also refer to ADB SDCC's advisory in relation to COVID-19 health and safety and international good practices.]



<b>A Experience of the System Integrator</b>		
The experience of the System Integrator in A.1 a. shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below: (In case of JV/Consortium partners, the experience of the either or both of the partners will be considered for scoring).		
For A.1 a	Rating	Description of rating of scores
	Excellent Submission	CMMI (Capability Maturity Model Integration) certification - Level 5 met by either of the partners
	Good submission	CMMI (Capability Maturity Model Integration) certification - Level 4 met by either of the partners
	Acceptable submission	CMMI (Capability Maturity Model Integration) certification - Level 3 met by either of the partners
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience
<b>A.1 System Integrator Strength</b>		

	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
a	CMMI (Capability Maturity Model Integration) certification of the bidder.	5	100%	80%	60%	0%	CMMI Certificate valid as on bid submission date

The RMS implementation experience of the Bidder in A.2 a. and a.i. shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below: (In case of JV/Consortium partners, the experience of the either or both of the partners will be considered for scoring).		
For A.2 a, a.i	Rating	Description of rating of scores
	Excellent Submission	The bidder has submitted 3 projects as per requirement in A.2 a, a.i.
	Good submission	The bidder has submitted 2 projects as per requirement in A.2 a, a.i.
	Acceptable submission	The bidder has submitted 1 project as per requirement in A.2 a, a.i.
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience
<b>A.2 RMS Implementation Experience of the Bidder(s)</b>		

	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
a	Bidder(s) must have successfully implemented COTS(Commercial Off-The Shelf) based Revenue Management System (RMS) in a Power Distribution Utility for a	15	100%	80%	60%	0%	I. Form EXP – 1 II. Copy of Work Order / Purchase Order



	<b>Evaluation Criteria</b>	<b>Score</b>	<b>Excellent Submission</b>	<b>Good submission</b>	<b>Acceptable submission</b>	<b>Unacceptable submission</b>	<b>Documentary evidence</b>
	<p>consumer base of at least 1 Million consumers during the last Seven (7) years, on On-Premise / Infrastructure As A Service (IAAS) including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software</p> <p>Each such implementation should have covered at least <b>Six (6) modules (Modules 1 to 5 are mandatory)</b> out of the below listed modules:</p> <p>1. Metering 2. Billing 3. Collection 4. New Connection, Disconnection &amp; Reconnection 5. Energy Accounting module or Customer Relationship Management module 6. Web portal and mobile application 7. Management Information System (MIS) 8. Customer Care Centre (CCC) 9. Document management system (DMS)</p>						III. Completion certificate stating the completion of at least Go-Live stage.
a.i	If above implemented projects are implemented with Offered/Proposed RMS product OEM	10	100%	80%	60%	0%	
a.ii	If any one or more project is implemented covering modules apart from the 6 above, with other conditions remaining the same as clause a. above. (Max 3 projects)	6	Additional Marks to be awarded			0%	
a.iv	If any one or more project is implemented having more than 1 million consumers with other	6	Additional marks to be awarded.			0%	
			<ul style="list-style-type: none"> <li>• 1 module- 3 marks</li> <li>• 2 modules- 4 marks</li> <li>• 3 modules- 5 marks</li> <li>• 4 modules- 6 marks</li> </ul>				
			<ul style="list-style-type: none"> <li>• &gt;1 to 3 Million consumers – 3 marks</li> </ul>				



	<b>Evaluation Criteria</b>	<b>Score</b>	<b>Excellent Submission</b>	<b>Good submission</b>	<b>Acceptable submission</b>	<b>Unacceptable submission</b>	<b>Documentary evidence</b>
	conditions remaining the same as clause a. above. (Max 3 projects)		<ul style="list-style-type: none"> <li>&gt;3 to 5 Million consumers – 4 marks</li> <li>&gt;5 to 7 Million consumers – 5 marks</li> <li>More than 7 Million consumers – 6 marks</li> </ul>				

The System Integration experience of the Bidder in A.3 a. shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below: (In case of JV/Consortium partners, the experience of the either or both of the partners will be considered for scoring).

	<b>Rating</b>	<b>Description of rating of scores</b>
For A.3 a	Excellent Submission	The bidder has submitted a project as per requirement of value more than or equal to 3 million.
	Good Submission	The bidder has submitted a project as per requirement of value more than or equal to 2 million.
	Acceptable submission	The bidder has submitted a project as per requirement of value more than or equal to 1 million.
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience

### **A.3 System Integration Experience**

	<b>Evaluation Criteria</b>	<b>Score</b>	<b>Excellent Submission</b>	<b>Good Submission</b>	<b>Acceptable submission</b>	<b>Unacceptable submission</b>	<b>Documentary evidence</b>
A.3.a	Bidder(s) should have successfully completed system integration projects. Each project should include supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software in Last Seven (7) Years.	3	100%	80%	60%	0%	I. Form EXP – 1 II. Copy of Work Order / Purchase Order III. Completion certificate stating the completion of at least Go-Live stage.



<b>B Experience of the RMS Product OEM</b>	
The experience of the RMS Product OEM in B.1 shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below:	
Rating	Description of rating of scores
Excellent Submission	The bidder has submitted 3 projects as per the requirements
Good submission	The bidder has submitted 2 projects as per the requirements
Acceptable submission	The bidder has submitted 1 project as per the requirements
Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience

	Evaluation Criteria	Score	Good submission	Satisfactory Submission	Acceptable submission	Unacceptable submission	Documentary evidence
B.1	<p>The Offered COTS (Commercial Off-The Shelf) Based Revenue Management System (RMS) should have been successfully implemented in at least One (1) RMS projects for a monthly consumers base of at least 3 Million during the last Seven (7) years on On-Premise/ Infrastructure As A Service including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software</p> <p>Each such implementation should have covered at least <b>Six (6) modules (Modules 1 to 5 are mandatory)</b> out of the below listed modules:</p> <ol style="list-style-type: none"> <li>1. Metering</li> <li>2. Billing</li> <li>3. Collection</li> <li>4. New Connection, Disconnection &amp; Reconnection</li> <li>5. Energy Accounting or Customer</li> </ol>	15	100%	80%	60%	0%	<p>I. Form EXP-2</p> <p>II. Copy of Work Order / Purchase Order</p> <p>III. Completion certificate where OEM is the SI/ completion certificate* obtained by the SI along with Self certification of work and contribution by the OEM.</p> <p>(*completion certificate stating the completion of at least Go-Live stage.)</p>



	<b>Evaluation Criteria</b>	<b>Score</b>	<b>Good submission</b>	<b>Satisfactory Submission</b>	<b>Acceptable submission</b>	<b>Unacceptable submission</b>	<b>Documentary evidence</b>
	Relationship Management 6. Web Portal and Mobile Application 7. Management Information System 8. Customer Care Centre 9. Document management system (DMS)						Relevant whitepapers of the product OEM.

### **C Functional Requirement Specification (FRS) Compliance**

The FRS compliance of the Bidder in C.1 shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below:

	<b>Rating</b>	<b>Description of rating of scores</b>
For C.1	Excellent Submission	The RMS Product offered/proposed has $\geq 98\%$ FRS Compliance
	Good submission	The RMS Product offered/proposed has $\geq 95\%$ to $< 98\%$ FRS Compliance
	Acceptable submission	The RMS Product offered/proposed has $\geq 90\%$ to $< 95\%$ FRS Compliance
	Some Reservations	The RMS Product offered/proposed has $\geq 85\%$ to $< 90\%$ FRS Compliance
	Unacceptable submission	The RMS Product offered/proposed has less than 85% FRS Compliance

	<b>Evaluation Criteria</b>	<b>Score</b>	<b>Excellent submission</b>	<b>Good Submission</b>	<b>Acceptable submission</b>	<b>Some reservations</b>	<b>Unacceptable submission</b>	<b>Documentary evidence</b>
C.1	Bidder(s) shall indicate in the checklist the compliance of the proposed RMS Product/Solution as per FRS format enclosed for each of the Functional Requirements.  The compliance shall be categorized as under:	5	100%	80%	60%	40%	0%	Section 6, Clause 3.1





	<b>Evaluation Criteria</b>	<b>Score</b>	<b>Excellent submission</b>	<b>Good Submission</b>	<b>Acceptable submission</b>	<b>Some reservations</b>	<b>Unacceptable submission</b>	<b>Documentary evidence</b>								
	<ul style="list-style-type: none"> <li>• Availability of full functionality as part of the solution proposed through in build features/functionality or software configuration (i.e. no customization) would be given higher weightage.</li> <li>• The proposed RMS Product should have minimum 85% "Standard" functionality against each of the Functional Requirements.</li> <li>• Whereas a part of functionality is available, or the required functionality is met with the customization OR an add-on/bolt-on software including any bespoke development would be given a lower weightage.</li> <li>• The response against each mentioned requirement will be evaluated as following:</li> </ul> <table border="1" data-bbox="329 1335 675 1587"> <thead> <tr> <th>Response</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Standard(S):</td> <td>3 Points</td> </tr> <tr> <td>Customization(C):</td> <td>2 Points</td> </tr> <tr> <td>Third Party (T)/ Workaround (W):</td> <td>1 Points</td> </tr> </tbody> </table> <p>FRS must be demonstrable. Random sample verification may be conducted during demonstration.</p> <p>All line items as mentioned in FRS would be considered along with weightage as mentioned above.</p>	Response	Points	Standard(S):	3 Points	Customization(C):	2 Points	Third Party (T)/ Workaround (W):	1 Points							
Response	Points															
Standard(S):	3 Points															
Customization(C):	2 Points															
Third Party (T)/ Workaround (W):	1 Points															



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	<b>Evaluation Criteria</b>	<b>Score</b>	<b>Excellent submission</b>	<b>Good Submission</b>	<b>Acceptable submission</b>	<b>Some reservations</b>	<b>Unacceptable submission</b>	<b>Documentary evidence</b>
	<p>The total marks will be awarded based on the cumulative response and total points for each requirement. The standard functionality percentage will be calculated based on the points received by the bidder.</p> <p><b>Note: Reclassifying or Reordering or altering the FRS compliance mentioned in Section 6 Clause No. 3.1 in any form is not permitted and shall render the bid as non-complaint</b></p> <p>The Offered COTS (Commercial Off-The Shelf) Based Revenue Management System (RMS) should have standard functionality for the below mentioned modules</p> <ol style="list-style-type: none"> <li>1. Metering</li> <li>2. Billing</li> <li>3. Collection</li> <li>4. New Connection, Disconnection &amp; Reconnection</li> <li>5. Energy Accounting</li> <li>6. Customer Relationship Management</li> <li>7. Web Portal and Mobile Application</li> <li>8. Management Information System</li> <li>9. Customer Care Centre</li> <li>10. Document management system (DMS)</li> </ol>							



<b>D Proposed Human Resources</b>						
The experience of personnel proposed by the Bidder in D.1 shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below:						
	Rating	Description of rating of scores				
For D.1		<b>Bachelors in - Electrical/Electronics/IT/Computers and Master's in Business Administration</b>	<b>Minimum number of years of sectoral experience</b>	<b>Minimum number of years as Project Manager in implementation of RMS projects</b>	<b>Minimum number of RMS projects managed as project manager</b>	<b>Minimum number of consumers in each project</b>
	Excellent Submission	Mandatory	15	7	3	2.5 Million
	Good submission	Mandatory	10	6	2	2 Million
	Acceptable submission	Mandatory	8	5	2	2 Million
	Some Reservation	Mandatory	7	5	1	2 Million
Unacceptable submission		Bidder has not sufficiently demonstrated relevant experience	Bidder has not sufficiently demonstrated relevant experience	Bidder has not sufficiently demonstrated relevant experience	Bidder has not sufficiently demonstrated relevant experience	Bidder has not sufficiently demonstrated relevant experience

	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable Submission	Some Reservation	Unacceptable submission	Documentary evidence
D.1	The Project Manager	3	100%	80%	60%	40%	0%	Certified CV by Authorized Signatory and certificates for academic qualifications.

The experience of personnel proposed by the Bidder in D.2 to D.13 shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below:

	Rating	Description of rating of scores		
For D.2 to D.13		<b>Bachelor's degree in Electrical /IT/Computer Science/or related field</b>	<b>Minimum number of years of proven experience in area of expertise</b>	<b>Should have worked on at least 1 RMS project</b>



Excellent Submission	Mandatory	9	Mandatory
Good submission	Mandatory	8	Mandatory
Acceptable submission	Mandatory	7	Mandatory
Some Reservation	Mandatory	5	Mandatory
Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience	Bidder has not sufficiently demonstrated relevant experience	Bidder has not sufficiently demonstrated relevant experience

	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Some Reservation	Unacceptable submission	Documentary evidence
D.2	Provincial Manager	1	100%	80%	60%	40%	0%	Certified CV by Authorized Signatory and certificates for academic qualifications.
D.3	Provincial Manager	1	100%	80%	60%	40%	0%	
D.4	Provincial Manager	1	100%	80%	60%	40%	0%	
D.5	Provincial Manager	1	100%	80%	60%	40%	0%	
D.6	Provincial Manager	1	100%	80%	60%	40%	0%	
D.7	Provincial Manager	1	100%	80%	60%	40%	0%	
D.8	Metering Expert	1	100%	80%	60%	40%	0%	
D.9	Billing Expert	1	100%	80%	60%	40%	0%	
D.10	Collection Expert	1	100%	80%	60%	40%	0%	
D.11	Energy Audit Expert	1	100%	80%	60%	40%	0%	
D.12	Integration Expert	1	100%	80%	60%	40%	0%	
D.13	CRM Expert	1	100%	80%	60%	40%	0%	

## E Proposed solution

The experience of personnel proposed by the Bidder in E.1 shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below:

	Rating	Description of rating of scores
For E.1	Excellent Proposal	Exceptional demonstration by the bidder showing conformity with the design standards, design specifications, Technical design of the purchaser's design requirements and product technology innovations used. Response identifies factors that could offer potential added value.



	Good Proposal	Satisfies the requirements with minor additional benefits. Above average demonstration conformity with the design standards, design specifications, Technical design of the purchaser's design requirements and product technology innovations used.
	Acceptable Proposal	The submission satisfies the requirements. The bidder has demonstrated that it has the understanding to deliver the project.
	Some reservations in Proposal	The submission does not fully meet the requirements and the bidder has not sufficiently demonstrated that he has the understanding necessary to deliver the project.
	Unacceptable Proposal	The submission does not meet the requirements at all and the bidder has not demonstrated that he has the understanding necessary to deliver the project.

SL.N.O	Evaluation Criteria	Score	Excellent Proposal	Good Proposal	Acceptable Proposal	Some reservations in Proposal	Unacceptable submission	Documentary evidence
E.1	<p>For implementation of proposed Revenue Management System (RMS) Solution at NEA, the proposal by Bidder(s) should cover (not limited to):</p> <ul style="list-style-type: none"> <li>• Understanding of requirements</li> <li>• Approach &amp; Methodology</li> <li>• Implementation Plan</li> <li>• Solution Architecture</li> <li>• Project Management Plan</li> <li>• Change Management Plan</li> <li>• Proposed Team Structure</li> <li>• Critical Success factor</li> <li>• Unique Value Proposition</li> <li>• Risk Mitigation</li> <li>• Operations &amp; Maintenance</li> <li>• Technical Architecture with rationale and benefits</li> <li>• Approach for Onboarding Solution Including Compute Platform, OS Platform,</li> </ul>	10	100%	80%	60%	40%	0%	Proposal



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SL.N.O	Evaluation Criteria	Score	Excellent Proposal	Good Proposal	Acceptable Proposal	Some reservations in Proposal	Unacceptable submission	Documentary evidence
	<p>tools proposed for the managing the project requirements, such as SLA monitoring tools, Project Monitoring.</p> <ul style="list-style-type: none"> <li>• Rational for BOM/BOQ quoted for successful operation of RMS Solution Stack</li> <li>• Solution Technical Design, Specifications, Configuration</li> <li>• Approach to meet the performance SLAs</li> <li>• Training and knowledge transfer</li> <li>• Quality Assurance</li> <li>• Problem Resolution</li> <li>• Exit Management</li> <li>• Quality of the Health and Safety COVID -19 Plan ('the Plan')</li> </ul>							

<b>F Solution Technical Presentation</b>	
The experience of personnel proposed by the Bidder in F.1 shall be evaluated on the basis of following sub evaluation criteria, and in accordance with the level of responsiveness and the corresponding percentages of scores, as defined below:	
Rating	Description of rating of scores
Excellent Technical Presentation	Exceptional demonstration by the bidder showing conformity with the design standards, design specifications, Technical design of the purchaser's design requirements and product technology innovations used. Response identifies factors that could offer potential added value.
Good Technical Presentation	Satisfies the requirements with minor additional benefits. Above average demonstration conformity with the design standards, design specifications, Technical design of the purchaser's design requirements and product technology innovations used.
Acceptable Technical Presentation	The submission satisfies the requirements. The bidder has demonstrated that it has the understanding to deliver the project.
Some reservations in Technical Presentation	The submission does not fully meet the requirements and the bidder has not sufficiently demonstrated that he has the understanding necessary to deliver the project.



Unacceptable Technical Presentation	The submission does not meet the requirements at all and the bidder has not demonstrated that he has the understanding necessary to deliver the project.
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	Evaluation Criteria	Score	Excellent Technical Presentation	Good Technical Presentation	Acceptable Technical Presentation	Some reservations in Technical Presentation	Unacceptable submission	Documentary evidence
F.1	<p>For implementation of proposed Revenue Management System (RMS) Solution at NEA, the technical presentation by Bidder(s) should cover (not limited to):</p> <ul style="list-style-type: none"> <li>• Understanding of requirements</li> <li>• Approach &amp; Methodology</li> <li>• Implementation Plan</li> <li>• Solution Architecture</li> <li>• Project Management Plan</li> <li>• Change Management Plan</li> <li>• Proposed Team Structure</li> <li>• Critical Success factor</li> <li>• Unique Value Proposition</li> <li>• Risk Mitigation</li> <li>• Operations &amp; Maintenance</li> <li>• Technical Architecture with rationale and benefits</li> <li>• Approach for Onboarding Solution Including Compute Platform, OS Platform, tools proposed for the managing the project requirements, such as SLA monitoring tools, Project Monitoring.</li> </ul>	10	100%	80%	60%	40%	0%	Technical presentation and Demonstration (Combined evaluation of both the documentary evidences)



	Evaluation Criteria	Score	Excellent Technical Presentation	Good Technical Presentation	Acceptable Technical Presentation	Some reservations in Technical Presentation	Unacceptable submission	Documentary evidence
	<ul style="list-style-type: none"> <li>Rational for BOM/BOQ quoted for successful operation of RMS Solution Stack</li> <li>Solution Technical Design, Specifications, Configuration</li> <li>Approach to meet the performance SLAs</li> <li>Training and knowledge transfer</li> <li>Quality Assurance</li> <li>Problem Resolution</li> <li>Exit Management</li> <li>Quality of the Health and Safety COVID -19 Plan ("the Plan")</li> </ul> <p>The presentation to be delivered by Project Manager who is proposed to be deployed on full time basis at NEA locations until Go-Live and should depict SI understanding of the business/functional requirements of NEA proposed solution and implementation approach. Presentation must be given by the proposed Project Manager mandatorily.</p>							

## 2. Qualification Criteria

### 2.1 Eligibility

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





**2.1.1 Nationality**

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2
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**2.1.2 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
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**2.1.3 ADB Eligibility**

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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**2.1.4 Government-Owned Enterprise**

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
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**2.1.5 United Nations Eligibility**

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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## 2.2 Historical Contract Nonperformance

### 2.2.1 History of Nonperforming Contracts

Criteria  Requirement	Compliance Requirements				Documents
	Single Entity	Joint Venture/ Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract <sup>a</sup> did not occur as a result of contractor default since 1 January 2017	Must meet requirement	Must meet requirement	Must meet requirement <sup>b</sup>	Not Applicable	Form CON-1

<sup>a</sup> Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>b</sup> This requirement also applies to contracts executed by the Bidder as Joint Venture or consortium member.

### 2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria  Requirement	Compliance Requirements				Documents
	Single Entity	Joint Venture/ Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

### 2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.



## 2.3 Experience and Technical Capacity

### 2.3.1 Contractual Experience

#### 2.3.1.1 Bidder's RMS Implementation Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture/ Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
CMMI (Capability Maturity Model Integration) certification of the bidder Level 3	Must meet requirement	Not applicable	Not applicable	Must meet requirement	Valid certificate as on bid submission date to be attached

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture/ Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion of offered/proposed COTS (Commercial Off-The Shelf) Based Revenue Management System (RMS) in a Power Distribution Utility within the last seven (7) years, of at least 1 contract with nature, and complexity similar to the scope of requirements described in Section 6 (Schedule of Requirements). Similarity means that the project should have a consumer base of at least 1 Million on On-Premise/ Infrastructure As A Service including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software. This implementation should have covered at least <b>Six (6) modules (Modules 1 to 5 are mandatory)</b> out of the below listed modules:	Must meet requirement	Not applicable	Not applicable	Must meet requirement	I. Form EXP – 1 II. Copy of Work Order / Purchase Order III. Completion certificate stating the completion of at least Go-Live stage.



1. Metering 2. Billing 3. Collection 4. New Connection, Disconnection & Reconnection 5. Customer Relationship Management or Energy Accounting 6. Web Portal and Mobile Application 7. Management Information System 8. Customer Care Centre (experience of implementing) 9. Document management system (DMS)					
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2.3.1.2 Bidder’s System Integration Experience

Criteria  Requirement	Compliance Requirements				Documents  Submission Requirements
	Single Entity	Joint Venture/ Consortium			
		All Partners Combined	Each Partner	One Partner	
Successful completion of system integration projects including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software within the last 7 years, of at least 1 contract valued at USD 1 Million	Must meet requirement	Not applicable	Not applicable	Must meet requirement	I. Form EXP – 1 II. Copy of Work Order / Purchase Order III. Completion certificate stating the completion of at least Go-Live stage.

**2.3.2 Subcontractors’ and manufacturer’s Experience**

Subcontracting shall be in accordance to the GCC clause No: 21. Subcontractors or Manufacturers for the following major items of plant and services must meet the following minimum qualification criteria, herein listed for a subcontractor for that item. Failure to comply with this requirement will result in rejection of the subcontractor but not the Bidder.



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Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
1.	RMS product OEM	<p>(i) Must been in production for at least 5 years, and</p> <p>(ii) Must been in operation for a minimum of 5 years.</p> <p>(iii) Must be the latest version and must have the future roadmap for next five years from the date of bid submission.</p> <p>(iv) been successfully implemented in at least One (1) RMS projects for a monthly consumers base of at least 3 Million during the last Seven (7) years on On-Premise/ Infrastructure As A Service including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software</p> <p>Each such implementation should have covered at least <b>Six (6) modules (Modules 1 to 5 are mandatory)</b> in power distribution utility out of the below listed modules:</p> <ol style="list-style-type: none"> <li>1. Metering</li> <li>2. Billing</li> <li>3. Collection</li> <li>4. New Connection, Disconnection &amp; Reconnection</li> <li>5. Customer Relationship Management or Energy Accounting</li> <li>6. Web Portal and Mobile Application</li> <li>7. Management Information System</li> <li>8. Customer Care Centre</li> <li>9. Document management system (DMS)</li> </ol> <p>(v) Should have Service Level Agreement (SLA) based support for offered products &amp; related issues. The support should be available on 24x7x365 basis with Technical Assistance Centres (TAC)/ Support Center or tele-support for the offered product. The support center should offer post-sales support including Tele support for the offered products</p>	<p>I. Form EXP-2</p> <p>II. Copy of Work Order / Purchase Order</p> <p>III. Completion certificate where OEM is the SI/ completion certificate* obtained by the SI along with Self certification of work and contribution by the OEM.</p> <p>(*completion certificate stating the completion of at least Go-Live stage.)</p> <p>IV. Self-certificate or declaration</p> <p>V. Relevant whitepapers of the product OEM.</p>
2.	Other RMS modules Product OEM	The offered solution covering modules (four modules out of five i.e. Customer Relationship Management or Energy Accounting, Web Portal and Mobile Application, Management Information System, Customer Care Centre and Document Management System) other than those offered by the RMS Product OEM shall:	<p>I. Form EXP-2</p> <p>II. Copy of Work Order / Purchase Order</p> <p>III. Completion certificate where OEM is the SI/</p>



Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
		(i) have their principles in operation for at least five (5) years in the power sector in RMS projects, and (ii) have sold similar type of products and equivalent specification over the last five (5) years in the power sector in RMS projects (iii) should have completed at-least 1 project in power distribution utility for at least 0.5 million consumers (iv) Should have Service Level Agreement (SLA) based support for offered products & related issues. The support should be available on 24x7x365 basis with Technical Assistance Centres (TAC)/ Support Center or tele-support for the offered product. The support center should offer post-sales support including Tele support for the offered products.	completion certificate* obtained by the SI along with Self certification of work and contribution by the OEM.  (*completion certificate stating the completion of at least Go-Live stage.)  IV. Self-certificate or declaration
3.	IT Product OEM	The Bidder shall demonstrate that the IT products (hardware, system software, databases, application software, related tools) offered for the total solution other than RMS Product OEM shall; (i) have their principles in operation at least five (5) years in the industry, and (ii) have been sold similar type of products and equivalent specification over the last five (5) years (iii) should have completed at-least 1 IT project (iv) Should have Service Level Agreement (SLA) based support for offered products & related issues. The support should be available on 24x7x365 basis with Technical Assistance Centres (TAC)/ Support Center or tele-support for the offered product. The support center should offer post-sales support including Tele support for the offered products.	I. Form EXP-2 II. Copy of Work Order / Purchase Order III. Completion certificate where OEM is the SI/ completion certificate* obtained by the SI along with Self certification of work and contribution by the OEM.  (*completion certificate stating the completion of at least Go-Live stage.)  IV. Self-certificate or declaration
4.	Data digitization	Data digitization sub-contractor: (i) have their principles in operation at least two (2) years and (ii) should have completed at-least 1 project of data digitization.	I. Form EXP-2 II. Copy of Work Order / Purchase Order III. Completion certificate obtained from SI.



Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
5.	Facility Management Services	Facility Management Services sub-contractor:  (i) should have completed at-least 1 project of FMS having a duration of at least 2 years	I. Form EXP-2 II. Copy of Work Order / Purchase Order III. Completion certificate obtained from the SI or Self certification of work

## 2.4 Financial Situation

### 2.4.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture/ Consortium			
Requirement		All Partners Combined	Each Partner	One Partner	Submission Requirements
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, 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	Must meet requirement	Must meet requirement	Not applicable	Form FIN – 1 Details should be clearly certified by statutory auditor. (Duly signed and stamped)

### 2.4.2 Size of Operation (Average Annual Turnover)

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



Minimum average annual turnover of \$ 11 million calculated as total payments received by the Bidder for contracts completed or under execution during best three years in the last five consecutive years.	Must meet requirement	Must meet requirement	Must meet at least 25 % of the requirement	Must meet at least 40% of the requirement	Form FIN – 2 Details should be clearly certified by statutory auditor. (Duly signed and stamped)
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### 2.4.3 Cash Flow Capacity

Criteria	Compliance Requirements			Documents	
	Requirement	Single Entity	Joint Venture/Consortium		
All Partners Combined			Each Partner	One Partner	Submission Requirements
Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is \$ 2.0 million	Must meet requirement	Must meet requirement	Must meet at least 25 % of the requirement	Must meet at least 40% of the requirement	Form FIN – 3 Details should be clearly certified by statutory auditor. (Duly signed and stamped)

## 3. Economic Evaluation

### 3.1 Economic Criteria

#### 3.1.1 Adjustment for Scope

##### 3.1.1.1 Local Handling and Inland Transportation

“Costs for inland transportation, insurance, and other incidental costs for delivery of the IT products from the EXW premises, or port of entry, or border point to project site as defined in Section 6 (Schedule of Requirements), shall be quoted in the Price Schedule for Services to Be Offered from Outside and Within the Purchaser’s Country provided In Section 4 (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 Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.”

##### 3.1.1.2 Minor Omissions or Missing Items

“Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated, including technical features identified as ‘Mandatory’ (or implied as mandatory by the use of the word ‘must’) in Section 6 (Schedule of Requirements) and for which nonconformance does not require rejection for non-responsiveness. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions, for the purpose of ensuring fair comparison of Bids.”

#### 3.1.2 Adjustment for Deviations from the Terms of Payment

“Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.”





### 3.1.3 Adjustment for Deviations in the Delivery and Completion Schedule

“Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Requirement) are not permitted.”

### 3.1.4 Operation and Maintenance (O&M) Costs

As quoted by the bidder in the price bid.

### 3.1.5 Spare Parts

“The list of items and quantities of IT Products to Be Offered including Mandatory Spares likely to be required is indicated in Section 4 (Bidding Forms). The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price.”

### 3.1.6 Performance and Productivity of the IT Products

The method of calculation shall be the following: [Not applicable](#)

### 3.1.7 Other Criteria in Accordance with ITB 39.2(f)

Not applicable

## 3.2 Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 39.

If indicated by the BDS, the Purchaser’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where

C	=	Evaluated Bid Price
$C_{low}$	=	lowest of all Evaluated Bid Prices among responsive Bids
T	=	total technical score awarded to the Bid
$T_{high}$	=	technical score achieved by the Bid that was scored best among all responsive Bids
X	=	weight for the Price as specified in the BDS

<p>Weight for the Bid Price as specified in BDS = 40%  Weight of the Bid Technical score = 60%</p>
--



The Bid with the best Evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB 34.

### **3.3 Price Evaluation [100-X%]**

The Purchaser will evaluate price bids, pursuant to ITB Clause 39, using the above weighting.

### **3.4 Domestic Preference**

#### **3.4.1 Method of Application**

If domestic preference is provided for under ITB 38.1, the following procedure shall apply:

Not applicable

### **3.5 Multiple Lots (Contracts)**

Not applicable



# Section 4: Bidding Forms

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## Letter of Technical Bid

**-- Note --**

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

Date: \_\_\_\_\_  
 Open Competitive Bidding (OCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: [insert complete name of the Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Requirements), the following IT products and services: [insert a brief description of the IT products and 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) We undertake, if our bid is accepted, to commence work on the IT products and services and to achieve installation and acceptance within the respective times stated in the Bidding Documents.
- (e) We hereby certify that all the software offered in this bid and to be supplied under the Contract is either owned by us or, (ii) covered by a valid license from the proprietor of the software.
- (f) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (g) 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.
- (h) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (i) Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development



Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.<sup>2</sup>

- (j) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser's country, any international organization, and other donor agency.
- (k) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended or blacklisted, please state details (as applicable to each Joint Venture partner, associate, parent company, affiliate, subsidiaries, Subcontractors, and/or Suppliers):

- (i) Name of Institution: \_\_\_\_\_
- (ii) Period of debarment, ineligibility, or blacklisting [*start and end date*]: \_\_\_\_\_
- (iii) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_
- (l) Our firm's, Joint Venture partners, associates, parent company's affiliates or subsidiaries, including any Subcontractors or Suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (i) Nature of the offense/violation: \_\_\_\_\_
- (ii) Court and/or area of jurisdiction: \_\_\_\_\_
- (iii) Resolution [*i.e. dismissed; settled; convicted/duration of penalty*]: \_\_\_\_\_
- (iv) Other relevant details [*please specify*]: \_\_\_\_\_
- (m) We understand that it is our obligation to notify ADB should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the Purchaser's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- (n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, are not from a country which is prohibited to export goods to or receive any payments from the Purchaser's country 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.
- (o) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>3</sup>

<sup>2</sup> These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check [www.adb.org/integrity](http://www.adb.org/integrity) for updates.

<sup>3</sup> Use one of the two options as appropriate.



- (p) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (q) We agree to permit ADB 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 ADB.
- (r) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



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# Country of Origin Declaration Form

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Item	Description	Country of Origin



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## Letter of Price Bid

**- Note -**

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

Date: \_\_\_\_\_  
 Open Competitive Bidding (OCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

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

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) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with Section 6 (Schedule of Requirements), the following IT products and services: *[insert a brief description of the IT products and services]*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.*

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

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[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 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.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.





(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: <sup>4</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(h) 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.

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

(j) We agree to permit ADB 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 ADB.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

<sup>4</sup> If none has been paid or is to be paid, indicate "None."



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## Price Schedules

The Bidder shall complete and submit with its Bid the Price Schedules pursuant to ITB 12 and in accordance with Section 6 (Schedule of Requirements). The list of items in column 1 of the Price Schedules shall coincide with the List of IT Products and Services specified by the Purchaser in the Schedule of Requirements.

The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any necessary alterations due to errors, etc., shall be signed by the Bidder

The bid price is inclusive of all Environmental, Health and Safety management and compliance cost.



## Schedule 1: Price Schedule for IT Products to Be Offered including Mandatory Spares to be supplied from abroad for Data Center (DC)

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency			
<b>Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad for Data Centre</b>							LC: Local Currency			
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks		
		Unit	Quantity	FC					FC	LC
				Currency#	Unit Rate	Amount (in USD )				
1	2	3	4	5	6	7 = (6) x (4)	8=7	9		
1	<b>RMS Software Component</b>									
<b>1A</b>	<b>Software Licenses - Application</b>									
1	RMS License	Nos	6000000	USD						
2	Mobile Device & Application Management System	Lot	1	USD						
3	Annual Technical Support for 2nd Year	Lot	1	USD						



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency	
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad for Data Centre							LC: Local Currency	
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC				
				Currency#	Unit Rate	Amount (in USD )		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
<b>Sub -Total 1A - Software Licenses Application</b>				USD				
<b>1B</b>	<b>Software Licenses - IT Component</b>							
1	Private Cloud Orchestrator Solution	Lot	1	USD				
2	Anti-Virus Software (For all the proposed virtual Machines and Desktops)	Lot	1	USD				
3	Virtualization Software	Lot	1	USD				
4	Database	Lot	6000000	USD				
5	Middleware	Lot	6000000	USD				
6	Server OS License (For all the proposed virtual Machines)	Lot	1	USD				
<b>Sub -Total 1B - Software Licenses -IT component</b>				USD				
<b>2</b>	<b>RMS hardware Component</b>							
<b>2A</b>	<b>Hardware - Servers</b>							



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency			
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad for Data Centre							LC: Local Currency			
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks		
		Unit	Quantity	FC					FC	LC
				Currency#	Unit Rate	Amount (in USD )				
1	2	3	4	5	6	7 = (6) x (4)	8=7	9		
1	Database compute Nodes (Total 32 cores)	Lot	1	USD						
2	Web, Application and Other Compute Nodes (Total 176 cores)	Lot	1	USD						
3	Enterprise level NAS storage	TB	62	USD						
<b>Sub -Total 2A - Hardware-Servers</b>				<b>USD</b>						
<b>2B</b>	<b>Hardware - Security Devices</b>									
1	Internet Next Generation-Firewall	Nos.	2	USD						
2	Web Application firewall	Nos.	2	USD						
3	Internet Intrusion Prevention Solution	Nos.	2	USD						
4	Advance Persistence Threat (APT)	Nos.	2	USD						
5	Anti-DDoS Solution	Nos.	2	USD						
<b>Sub -Total 2B - Hardware Security Devices</b>				<b>USD</b>						



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency	
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad for Data Centre							LC: Local Currency	
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC				
				Currency#	Unit Rate	Amount (in USD )		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
<b>2C</b>	<b>Hardware - Network Devices</b>							
1	Distribution/ToR Switches	Nos.	2	USD				
<b>Sub -Total 2C- Hardware Network Devices</b>								
<b>2D</b>	<b>Hardware - Racks, Cables &amp; Jacks</b>							
1	CAT6 Cable, Patch cord, Jacks etc.	Lot	1	USD				
2	Fiber Optical Cable, Connectors, Patch Cord etc.	Lot	1	USD				
<b>Sub-Total 2D - Hardware Racks, Cables &amp; Jacks</b>				<b>USD</b>				
<b>3</b>	<b>Customer Care Centre (CCC)</b>							
<b>3A</b>	<b>CCC-Software</b>							
1	VM base License for ACD (2 licenses at one Location)	Nos.	2	USD				
2	IVR+ Dialer+ Recording+ reporting	Nos.	1	USD				
3	PRI- Gateway	Nos.	1	USD				



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency	
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad for Data Centre							LC: Local Currency	
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC				
				Currency#	Unit Rate	Amount (in USD )		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
4	Agent License (3 licenses to be deployed at 7 locations)	Nos.	21	USD				
5	Supervisor License (1 License at 7 locations)	Nos.	7	USD				
<b>Sub-Total 3A- CCC Software</b>				<b>USD</b>				
<b>3B</b>	<b>CCC-Hardware</b>							
1	Server with OS for ACD + IVR (2 Servers to be deployed at central location)	Nos.	2	USD				
2	Workstations and PCs – 5 for each province – with soft calling and headphones (4 sets to be deployed at 7 locations)	Nos.	28	USD				
3	Network devices (1 firewall and 1 Switch to be deployed at 7 locations)	Nos.	7	USD				
4	Multi-function printer (1 Printer to be deployed at 7 locations)	Nos.	7	USD				
5	Furniture (5 sets to be deployed at 7 locations)	Nos.	35	USD				
6	IP Phone (5 sets to be deployed at 7 locations)	Nos.	35	USD				



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency	
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad for Data Centre							LC: Local Currency	
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC				
				Currency#	Unit Rate	Amount (in USD )		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
<b>Sub-Total 3B- CCC Hardware</b>				USD				
<b>4</b>	<b>Miscellaneous</b>							
1	Scanner required for data digitization	Nos	150	USD				
<b>Sub-Total 4- Miscellaneous</b>				USD				
<i>Sub Total 1 (Software Component App license+ DC) in USD</i>								
<i>Sub Total 2 (Hardware Component DC) in USD</i>								
<i>Sub Total 3(Customer Care Centre Component ) in USD</i>								
<b>Total for Schedule 1 (Total of column 8 to be carried forward to Schedule 5: Grand Summary)</b>								<b>All Amounts are in USD</b>

Note: 1) Bidder may quote quantities of line items based on their sizing and proposed solution.  
 2.) NEA reserves right to addition or deletion of any quantity and item provision under the BOQ.



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3.) BOQ given above is indicative only based on the scope of work as given in Employer's Requirements. The quantities mentioned above may undergo change during detailed engineering to meet the functional requirement and scope of work defined in Employer's Requirements.

4.) Bidders is responsible for implementation of the complete solution any item/solution which is not covered in BOQ but still require for desired performance, the same shall be included by the bidder in the bid form/commercial. No change request will be accepted in this regard

5.) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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## Schedule 1(a): Price Schedule for IT Products to Be Offered including Mandatory Spares to be supplied from abroad for Disaster Recovery Center (DRC)

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Revenue Management System (RMS) for Nepal Electricity Authority							<b>FC: Foreign Currency</b>	
<b>Schedule No.1: IT Products to Be Offered including Mandatory Spares to be supplied from abroad for Disaster Recovery Center</b>							<b>LC: Local Currency</b>	
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC			FC	LC
				Currency#	Unit Rate	Amount (in USD)		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
1	<b>RMS Software and Hardware</b>							
<b>1B</b>	<b>Software Licenses - IT Component</b>							
1	Private Cloud Orchestrator Solution	Lot	1	USD				
2	Anti-Virus Software (For all the proposed virtual Machines and Desktops)	Lot	1	USD				
3	Virtualization Software	Lot	1	USD				
4	Database	Lot	2	USD				
5	Middleware	Lot	1	USD				



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency	Foreign
Schedule No.1: IT Products to Be Offered including Mandatory Spares to be supplied from abroad for Disaster Recovery Center							LC: Local Currency	Local
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC			FC	LC
				Currency#	Unit Rate	Amount (in USD)		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
6	Server OS License (For all the proposed virtual Machines)	Lot	1	USD				
<b>Sub -Total 1B - Software Licenses -IT component</b>				USD				
<b>2</b>	<b>RMS hardware Component</b>							
<b>2A</b>	<b>Hardware - Servers</b>							
1	Database compute Nodes (Total 24 cores)	Lot	1	USD				
2	Web, Application and Other Compute Nodes (Total 144 cores)	Lot	1	USD				
3	Enterprise Level NAS Storage	TB	62	USD				
<b>Sub -Total 2A - Hardware-Servers</b>				USD				
<b>2B</b>	<b>Hardware - Security Devices</b>							



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency	LC: Local Currency
Schedule No.1: IT Products to Be Offered including Mandatory Spares to be supplied from abroad for Disaster Recovery Center							FC: Foreign Currency	LC: Local Currency
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC			FC	LC
				Currency#	Unit Rate	Amount (in USD)		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
1	Internet Next Generation-Firewall	Nos	1	USD				
2	Web Application firewall	Nos	1	USD				
3	Internet Intrusion Prevention Solution	Nos	1	USD				
4	Advance Persistence Threat (APT)	Nos	1	USD				
5	Anti-DDoS Solution	Nos	1	USD				
<b>Sub -Total 2B - Hardware-Security Devices</b>				<b>USD</b>				
<b>2C</b>	<b>Hardware - Network Devices</b>							
1	Distribution/ToR Switches	Nos	2	USD				
<b>Sub -Total 2C- Hardware - Network Devices</b>								
<b>2D</b>	<b>Hardware - Racks, Cables &amp; Jacks</b>							



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Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency	Foreign
Schedule No.1: IT Products to Be Offered including Mandatory Spares to be supplied from abroad for Disaster Recovery Center							LC: Local Currency	Local
Item No.	Item description	Estimated		CIP Project Site including insurance, clearing, forwarding and transportation to site (Excluding Taxes and Duties applicable in Nepal)			Total Amount (Excluding Taxes and Duties)	Remarks
		Unit	Quantity	FC			FC	LC
				Currency#	Unit Rate	Amount (in USD)		
1	2	3	4	5	6	7 = (6) x (4)	8=7	9
1	CAT6 Cable, Patch cord, Jacks etc.	Lot	1	USD				
2	Fiber Optical Cable, Connectors, Patch Cord etc.	Lot	1	USD				
<b>Sub-Total 2D - Hardware Racks, Cables &amp; Jacks</b>								
<b>Sub Total 1 (Software Component) In USD</b>								
<b>Sub Total 2 (Hardware Component) IN USD</b>								
<b>Total for Schedule 1(a) (Total of column 8 to be carried forward to Schedule 5: Grand Summary)</b>								<b>All Amounts are in USD</b>

- Note :
- 1) Bidder may quote quantities of line items based on their sizing and proposed solution.
  - 2) Bidders is responsible for implementation of the complete solution any item/solution which is not covered in BOQ but still require for desired performance, the same shall be included by the bidder in the bid form/commercial. No change request will be accepted in this regard
  - 3) NEA reserves right to addition or deletion of any quantity and item provision under the BOQ.



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- 4) BOQ given above is indicative only based on the scope of work as given in Employer's Requirements. The quantities mentioned above may undergo change during detailed engineering to meet the functional requirement and scope of work defined in Employer's Requirements.
- 5) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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### Schedule 3: Design Services

Revenue Management System (RMS) for Nepal Electricity Authority							FC: Foreign Currency
Schedule 3: Design Services							
Item No.	Item Description	Estimated		Unit Prices		Total Prices	
				Local Currency Portion	Foreign Currency Portion		
		Quantity	Unit (NPR)	NRs	Currency	LC	FC
1	2	3	4	5	6	7=3x5	8=3x6
1	RMS Implementation Services	1	Lumpsum				
2	Data Digitisation Cost (2A + 2B)	1	Lumpsum				
2A	Scanning and barcoding cost (for existing consumer base)	1	Lumpsum				
2B	Data Entry cost (for existing consumer base)	1	Lumpsum				
3	Data Migration	1	Lumpsum				
4	Integration Services for Customer Care Centre	1	Lumpsum				
	<b>Total for Schedule 3 (Total of column 7 &amp; 8 to be carried forward to Schedule 5: Grand Summary)</b>						
<b>Total for Schedule 3 (Total of column 7 &amp; 8 to be carried forward to Schedule 5: Grand Summary)</b>							



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1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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## Schedule 4(a): Installation and Other Services

Revenue Management System (RMS) for Nepal Electricity Authority										
Schedule 4(a): Configuration Cost for Data Centre										
Sl. No.	Item Description	Installation Charges								
		Country of Origin	Type & Designation	Unit	Qty.	Portion in Foreign Currency			Portion in Nepalese Currency (in NPR)	
						Currency#	Unit Rate	Total Charges	Unit Rate	Total Charges
1	2	3	4	5	6	7	8	9=8x6	10	11=10x6
<b>2</b>	<b>RMS hardware Component</b>									
<b>2A</b>	<b>Hardware - Servers</b>									
1	Database compute Nodes (Total 32 cores)				1	USD				
2	Web, Application and Other Compute Nodes (Total 176 cores)				1	USD				
3	Enterprise Level NAS Storage				62 TB	USD				
	<b>Sub -Total 1A - Hardware - Servers</b>					USD				
<b>2B</b>	<b>Hardware - Security Devices</b>									
1	Internet Next Generation-Firewall				2	USD				
2	Web Application firewall				2	USD				



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Revenue Management System (RMS) for Nepal Electricity Authority										
Schedule 4(a): Configuration Cost for Data Centre										
Sl. No.	Item Description	Installation Charges								
		Country of Origin	Type & Designation	Unit	Qty.	Portion in Foreign Currency			Portion in Nepalese Currency (in NPR)	
						Currency#	Unit Rate	Total Charges	Unit Rate	Total Charges
1	2	3	4	5	6	7	8	9=8x6	10	11=10x6
3	Internet Intrusion Prevention Solution				2	USD				
4	Advance Persistence Threat (APT)				2	USD				
5	Anti-DDoS Solution				2	USD				
<b>Sub -Total 2B- Hardware Security Devices</b>						USD				
<b>2C</b>	<b>Hardware - Network Devices</b>									
1	Distribution/ToR Switches				2	USD				
<b>Sub -Total 2C- Hardware Network Devices</b>						USD				
<b>2D</b>	<b>Hardware - Racks, Cables &amp; Jacks</b>									
1	CAT6 Cable, Patch cord, Jacks etc.				1	USD				
2	Fiber Optical Cable, Connectors, Patch Cord etc.				1	USD				
<b>Sub-Total 2D - Hardware Racks, Cables &amp; Jacks</b>						USD				
<b>3B</b>	<b>CCC-Hardware</b>									
1	Server with OS for ACD + IVR (2 Servers to be deployed at central location)	Nos.			2	USD				



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Revenue Management System (RMS) for Nepal Electricity Authority										
Schedule 4(a): Configuration Cost for Data Centre										
Sl. No.	Item Description	Installation Charges								
		Country of Origin	Type & Designation	Unit	Qty.	Portion in Foreign Currency			Portion in Nepalese Currency (in NPR)	
						Currency#	Unit Rate	Total Charges	Unit Rate	Total Charges
1	2	3	4	5	6	7	8	9=8x6	10	11=10x6
2	Workstations and PCs – 5 for each province – with soft calling and headphones (4 sets to be deployed at 7 locations)	Nos.			28	USD				
3	Network devices (1 device to be deployed at 7 locations)	Nos.			7	USD				
4	Multi-function printer (1 Printer to be deployed at 7 locations)	Nos.			7	USD				
5	Furniture (5 sets to be deployed at 7 locations)	Nos.			35	USD				
6	IP Phone (5 sets to be deployed at 7 locations)	Nos.			35	USD				
<b>Sub-Total 2B- CCC Hardware</b>						<b>USD</b>				
<b>Total for Schedule 4(a) (Total of column 11 to be carried forward to Schedule 5: Grand Summary)</b>						<b>USD</b>				

1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**



Revenue Management System (RMS) for Nepal Electricity Authority										
Schedule 4(a): Configuration Cost for Data Centre										
Sl. No.	Item Description	Installation Charges								
		Country of Origin	Type & Designation	Unit	Qty.	Portion in Foreign Currency			Portion in Nepalese Currency (in NPR)	
						Currency#	Unit Rate	Total Charges	Unit Rate	Total Charges
1	2	3	4	5	6	7	8	9=8x6	10	11=10x6

(Designation)  
(Common Seal)



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## Schedule 4(a) (1): Installation and Other Services

Revenue Management System (RMS) for Nepal Electricity Authority										
Schedule No 4(a)(1): Configuration Cost for Disaster Recovery Centre										
Sl. No.	Item Description	Installation Charges								
		Country of Origin	Type & Designation	Unit	Qty.	Portion in Foreign Currency			Portion in Nepalese Currency (in NPR)	
						Currency#	Unit Rate	Total Charges	Unit Rate	Total Charges
1	2	3	4	5	6	7	8	9=8x6	10	11=10x6
2	<b>RMS hardware Component</b>									
2A	<b>Hardware - Servers</b>									
1	Database compute Nodes (Total 24 cores)				1	USD				
2	Web, Application and Other Compute Nodes (Total 144 cores)				1	USD				
3	Enterprise Level NAS Storage				62 TB	USD				
	<b>Sub -Total 2A - Hardware - Servers</b>					USD				
2B	<b>Hardware - Security Devices</b>									
1	Internet Next Generation-Firewall				1	USD				
2	Web Application firewall				1	USD				
3	Internet Intrusion Prevention Solution				1	USD				
4	Advance Persistence Threat (APT)				1	USD				



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Revenue Management System (RMS) for Nepal Electricity Authority										
Schedule No 4(a)(1): Configuration Cost for Disaster Recovery Centre										
Sl. No.	Item Description	Installation Charges								
		Country of Origin	Type & Designation	Unit	Qty.	Portion in Foreign Currency			Portion in Nepalese Currency (in NPR)	
						Currency#	Unit Rate	Total Charges	Unit Rate	Total Charges
1	2	3	4	5	6	7	8	9=8x6	10	11=10x6
5	Anti-DDoS Solution				1	USD				
<b>Sub -Total 2B - Hardware Security Devices</b>						USD				
<b>2C</b>	<b>Hardware - Network Devices</b>									
1	Distribution/ToR Switches				2	USD				
<b>Sub -Total 2C- Hardware Network Devices</b>						USD				
<b>2D</b>	<b>Hardware - Racks, Cables &amp; Jacks</b>									
1	CAT6 Cable, Patch cord, Jacks etc.				1	USD				
2	Fiber Optical Cable, Connectors, Patch Cord etc.				1	USD				
<b>Sub-Total 2D - Hardware Racks, Cables &amp; Jacks</b>						USD				
<b>Total for Schedule 4(a) (1) (Total of column 11 to be carried forward to Schedule 5: Grand Summary)</b>						USD				



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1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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## Schedule 4(b): Installation and Other Services

Revenue Management System (RMS) for Nepal Electricity Authority								
Schedule 4(b): Training Charges for training to be imparted abroad								
Sl. No.	Description	Item for which training is to be imparted.	Country where training is to be imparted	Nos. of Trainee	Training duration in days	Currency	Total Training Charges	
							Unit rate	Total Training Charges
1	2	3	4	5	6	7	8	9=(8)*(6)*(5)
1	Training & Change Management Cost	Workshop		14	7	USD		
	<b>Total for Training Charges (total of column 9 to be carried forward to Schedule 5: Grand summary)</b>							
	<b>Total for Schedule 4(b) (Total of column 9 to be carried forward to Schedule 5: Grand Summary)</b>					USD		

1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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## Schedule 4(c): Installation and Other Services

Revenue Management System (RMS) for Nepal Electricity Authority							
Schedule no. 4(c): Training Charges for training to be imparted to Employer's Personnel by Bidder's Instructor in Nepal							
Sl. No.	Description of the Test	Item for which training is to be imparted.	Training duration in days	Nos. of Trainee	Currency	Training Charges for Contractors Trainers	
						Unit rate	Total Training Charges
1	2	3	4	5	6	7	$8=(7)*(5)*(4)$
1	Training & Change Management Cost	Change Management Workshop	7	100	USD		
	<b>Total for Training Charges (Total of column 8 to be carried forward to Schedule 5: Grand Summary)</b>						
	<b>Total for Schedule 4(c) (Total of column 8 to be carried forward to Schedule 5: Grand Summary)</b>						
						USD	

1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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## Schedule 4(d): Installation and Other Services

Revenue Management System (RMS) for Nepal Electricity Authority					
<b>Schedule 4(d): Maintenance Charges</b>					
SI No	Description	Unit	Qty.	Total Maintenance Charges	
				Currency	Total Maintenance Charges
1	2	3	4	5	6 = (4) * (5)
<b>A</b>	<b>Annual Technical Support for System Software</b>				
1	Annual Technical Support for 1st year after go-live	Lot	1	USD	
2	Annual Technical Support for 2nd year after go-live	Lot	1	USD	
3	Annual Technical Support for 3rd year after go-live	Lot	1	USD	
4	Annual Technical Support for 4th year after go-live	Lot	1	USD	
5	Annual Technical Support for 5th year after go-live	Lot	1	USD	
A.1	<b>Annual Technical Support for Customer Care Center Software</b>				
1	Annual Technical Support for 1st year after go-live	Lot	1	USD	
2	Annual Technical Support for 2nd year after go-live	Lot	1	USD	
3	Annual Technical Support for 3rd year after go-live	Lot	1	USD	
4	Annual Technical Support for 4th year after go-live	Lot	1	USD	
5	Annual Technical Support for 5th year after go-live	Lot	1	USD	
	<b>Sub-Total ATS Cost</b>				
1	2	3	4	5	6 = (4) * (5)



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Revenue Management System (RMS) for Nepal Electricity Authority					
Schedule 4(d): Maintenance Charges					
SI No	Description	Unit	Qty.	Total Maintenance Charges	
				Currency	Total Maintenance Charges
1	2	3	4	5	6 = (4) * (5)
<b>B.</b>	<b>Annual Maintenance Contract services for System Hardware</b>				
1	Annual Maintenance contract for hardware supplied during 1 year after go-live	Lot	1	USD	
2	Annual Maintenance contract for hardware supplied during 2nd year after go-live	Lot	1	USD	
3	Annual Maintenance contract for hardware supplied during 3rd year after go-live	Lot	1	USD	
4	Annual Maintenance contract for hardware supplied during 4th year after go-live	Lot	1	USD	
5	Annual Maintenance contract for hardware supplied during 5th year after go-live	Lot	1	USD	
	<b>Sub Total AMC</b>				
	<b>Total for Schedule 4(d) (Total of column 6 to be carried forward to Schedule 5: Grand Summary)</b>				



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1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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## Schedule 4(f): Installation and Other Services

Revenue Management System (RMS) for Nepal Electricity Authority					
<b>Schedule No. 4(f): Type Test Charges for Type Tests to be conducted in Nepal.</b>					
Sl. No.	Description of Tests		Testing Location	TEST CHARGES	
				Currency #	Amount
1	2	3	4	5	6
1	RMS Solution Audit	Total cost of verification and audit of RMS Solution Stack by Software OEM (2 Iterations)	Nepal	USD	
	<b>Total of Type Tests charges (Total of column 5 to be carried forward to Schedule 5: Grand Summary)</b>				

1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.

Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



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## Schedule 4(g): Installation and Other Services

Revenue Management System (RMS) for Nepal Electricity Authority									
Schedule No. 4(g): Facility Management Services									
Item No.	Name & Description of Parts	Name of Original Manufacturer	Part No.	Number of Units in each set	Total No. of Sets to be provided	Unit Price	Total Price	Remarks	
1	2	3	4	5	6	7	8= (6) * (7)		
1	FMS for 1st Year after Go-Live declaration			Lot	1				
2	FMS for 2nd Year after Go-Live declaration			Lot	1				
3	FMS for 3rd Year after Go-Live declaration			Lot	1				
4	FMS for 4th Year after Go-Live declaration			Lot	1				
5	FMS for 5th Year after Go-Live declaration			Lot	1				
<b>Total for Facility Management Charges (Total of column 8 to be carried forward to Schedule 5: Grand Summary)</b>								-	

1) Bidder shall quote the rates excluding taxes and duties applicable in Nepal like Custom, VAT etc, but shall include all taxes, duties outside Nepal and any applicable business taxes in Nepal like TDS (income tax) etc.



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Specify currency in accordance with BDS ITB Clause 37.1 of the Bidding Documents.

\* Strike-out whichever is not applicable.

**Name of Bidder:**

**Date:**

**Signature of Bidder:**

**(Printed Name)**

**(Designation)**

**(Common Seal)**



*Chandha*

## Schedule 5: Grand Summary

Revenue Management System (RMS) for Nepal Electricity Authority				
<b>Schedule No. 5: Grand Summary</b>				
Sl. No.	Description	Total Price Foreign	Total Price Local	
		1	2	
<b>1</b>	<b>TOTAL SCHEDULE NO. 1</b>			
	1. IT Products including Mandatory Spares to be supplied from abroad for Data Centre			
	2. IT Products including Mandatory Spares to be supplied from abroad for Disaster Recovery Centre			
<b>3</b>	<b>TOTAL SCHEDULE NO. 3</b>			
	Design Services			
<b>4</b>	<b>TOTAL SCHEDULE NO. 4</b>			
	(a) Installation and construction charges for Data Centre			
	(a)(1) Installation and construction charges for Disaster Recovery Centre			
	(b) Training charges for training to be imparted abroad			
	(c) Training charges for training to be imparted in Nepal			
	(d) ATS and AMC Charges			
	(f) Type Tests charges for type Tests to be conducted Nepal			
	(g) Facility Management Services			
	<b>Total</b>			
	<b>GRAND TOTAL [1+3+4]</b>			



*chandha*



Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



*Chandha*

## Tables of Adjustment Data

**Table A – Local Currency**

To be entered by the bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	a: 0.05 to 0.15 _____ b: _____ c: _____ d: _____ e: _____
<b>Total</b>					1.00

**Table B – Foreign Currency**

Name of Currency: [insert name of currency. If the bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency]

To be entered by the bidder

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/ Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—		—	a: 0.05 to 0.15 _____ b: _____ c: _____ d: _____ e: _____
<b>Total</b>						1.00

**— Note —**

The base date shall be the date 28 days prior to the deadline for submission of the bid.

Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.8.



*Chandha*

## Bid Security and Bid-Securing Declaration

When requested in the Bid Data Sheet, the Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a Bid Security.

In case of an unconditional guarantee issued by a bank, the Bidder shall use the Bid Security Form included in this section or another form acceptable to the Purchaser prior to bid submission pursuant to ITB 21.3. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for number of days as specified in the BDS beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

If a Bid-Securing Declaration is specified pursuant to ITB 21.1 the Bidder shall use the form included in this section.



## Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*<sup>5</sup>

**Beneficiary:** *[insert name and address of the Purchaser]*  
**Date:** *[insert date]*  
**Bid Security No.:** *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (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 words]* *[insert amount in figures]* 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 its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) 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.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (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) *[insert number of days consistent with ITB 21.3]* days after the expiration of the Bidder's bid.

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. 458 (or ICC Publication No. 758 as applicable).

*[Authorized signature(s) and bank's seal (where appropriate)]*

<sup>5</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.



## Bid-Securing Declaration

Date: *[insert date (as day, month, and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

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

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) *[insert number of days consistent with ITB 21.3]* days after the expiration of our Bid.

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

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal *(where appropriate)*



## Manufacturer's Authorization

Date: *[insert date (as day, month, and year) of bid submission]*

OCB No.: *[insert number of bidding process]*

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

### WHEREAS

We *[insert complete name of the manufacturer]*, 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 the bidder]* to submit a bid the purpose of which is to provide the following IT products and services, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

#### -- Note --

*All italicized text is for use in preparing this form and shall be deleted from the final document.*

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).*



## AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: \_\_\_\_\_

Name and address of Purchaser: \_\_\_\_\_  
 [together with successors and assigns].

We have been informed that [name of Contractor] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Contractor, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:..... <div style="text-align: center;">(signature)</div> ..... <div style="text-align: center;">(name)</div> ..... <div style="text-align: center;">(position in parent/subsidiary company)</div>	Signed by: ..... <div style="text-align: center;">(signature)</div> ..... <div style="text-align: center;">(name)</div> ..... <div style="text-align: center;">(position in parent/subsidiary company)</div>
Date:.....	

**-- Note --**

If permitted in accordance with ITB 34.2 of the BDS, the Bidder shall fill out the Affiliate Company Guarantee Form for each subsidiary, parent entity, affiliate, Subcontractor, etc. that the Bidder submits for consideration of the Purchaser in determining its qualifications.



*Chandha*

## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.





**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of a Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

**- Note -**

*Table 2 of this form shall only be included if Criterion 2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*



**Form ELI - 2: Joint Venture/Consortium Information Sheet**

Each member of the Joint Venture must fill out this form separately.

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b>  (name, address, telephone number(s), fax number(s) and e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <ol style="list-style-type: none"> <li>1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li>2. Authorization to represent the firm named above, in accordance with ITB 22.2</li> <li>3. In the case of a government-owned enterprise, in accordance with ITB 4.5</li> </ol>	

**- Note -**



*This table shall only be included if Criterion 2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form CON – 1: Historical Contract Nonperformance**

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

Table 1: History of Nonperforming Contracts			
<p><b>Choose one of the following: /</b></p> <p><input type="checkbox"/> No nonperforming contracts.</p> <p><input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[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] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]
Table 2: Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	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 of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Purchaser" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

**- Note -**  
*This table shall only be included if Criterion 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.*



*Chandha*

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

Contractual Experience		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> System Integrator/ JV/ Consortium Member <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
Total Consumer Base		
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with 1.3 and 2.1 of Section 3 (Evaluation and Qualification Criteria)		

**- Note -**

*This form shall only be included if Criteria 2.3 and 1.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*



*Chandha*

**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract.

Technical Experience	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in Accordance with Criterion 1.3 and 2.1 of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least ..... years.	
(ii) Product (or equipment) has been sold a minimum of ..... units of similar type and specification over the last three (3) years.	
(iii) Product has been in operation for a minimum of ..... years.	
(iv) Product has been implemented ..... RMS project for monthly consumer base of ..... Million during last ..... years as per the section3	

**- Note -**

*This form shall only be included if Criterion 2.3 and 1.1 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.*



**Form FIN - 1: Historical Financial Performance**

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: \_\_\_\_\_

Financial Data for Previous ___ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ___:

**Information from Balance Sheet**

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

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_\_\_ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**- Note -**

*This form shall only be included if Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*



**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange 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: \_\_\_\_\_

Annual Turnover Data for the Last _____ Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
<b>Average Annual Turnover</b>			

**Note**

*This form shall only be included if Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*



*Chandha*

**Form FIN - 3: Cash Flow Capacity**

Specify proposed sources of financing, such as working capital, liquid assets,<sup>6</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.4.3 of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1		
2		
3		

**- Note -**

*This form shall only be included if Criterion 2.4.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

<sup>6</sup> 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 4 :CURRICULUM VITAE (CV)

---

**1. Proposed Position:** \_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the expert, if applicable*]: \_\_\_\_\_

**3. Name of Expert:** \_\_\_\_\_

**4. Current Residential Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**5. Date of Birth:** \_\_\_\_\_ **Citizenship:** \_\_\_\_\_

**6. Education** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

**7. Membership in Professional Associations:** \_\_\_\_\_

**8. Other Trainings** [*Indicate significant training since degrees under 6 - Education were obtained*]: \_\_\_\_\_

**9. Countries of Work Experience:** [*List countries where expert has worked in the last ten years*]: \_\_\_\_\_

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

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

From [Month/Year]: To

[Month/Year]:

Employer: \_\_\_\_\_

**Positions held:** \_\_\_\_\_

NOTE: Maximum of 5 pages.



<p><b>12. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 12.]</i></p> <p>Name of assignment or project: _____</p> <p>Month/Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**Certification:**

- |  |                          |                          |
|--|--------------------------|--------------------------|
| I, the undersigned, certify to the best of my knowledge and belief-  | <b>Yes</b>               | <b>No</b>                |
| (i) this CV correctly describes my qualifications and my experience  | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) I am employed by the Executing or the Implementing Agency*<br><i>(*Executing/Implementing Agency is the entity responsible to execute/ implement the ADB-funded project as identified in official project documentation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) I am a close relative of a current ADB staff member  | <input type="checkbox"/> | <input type="checkbox"/> |
| (iv) I am the spouse of a current ADB staff member   | <input type="checkbox"/> | <input type="checkbox"/> |
| (v) I am former ADB staff member.  | <input type="checkbox"/> | <input type="checkbox"/> |
| • If yes, I retired from ADB over 12 months ago  | <input type="checkbox"/> | <input type="checkbox"/> |
| (vi) I am part of the team who wrote the terms of reference for this consulting services assignment <i>(Consultants hired to prepare TOR for an assignment shall not be hired for the same assignment.)</i>                        | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>(vii) I am sanctioned (not eligible for engagement) by ADB.</b>   | <input type="checkbox"/> | <input type="checkbox"/> |

**I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.**

\_\_\_\_\_  
Signature of expert

Date: \_\_\_\_\_  
(Day/Month/Year)

**- Note -**

*This form shall only be included if Criterion 1.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*



*Chandha*

## Section 5: Eligible Countries

### 1. List of Eligible Countries of the Asian Development Bank

- |   |                          |
|---|--------------------------|
| 1. AFG Afghanistan                      | 45. PAL Palau            |
| 2. ARM Armenia                          | 46. PNG Papua New Guinea |
| 3. AUS Australia                        | 47. PHI Philippines      |
| 4. AUT Austria                          | 48. POR Portugal         |
| 5. AZE Azerbaijan                       | 49. SAM Samoa            |
| 6. BAN Bangladesh                       | 50. SIN Singapore        |
| 7. BEL Belgium                          | 51. SOL Solomon Islands  |
| 8. BHU Bhutan                           | 52. SPA Spain            |
| 9. BRU Brunei Darussalam                | 53. SRI Sri Lanka        |
| 10. CAM Cambodia                        | 54. SWE Sweden           |
| 11. CAN Canada                          | 55. SWI Switzerland      |
| 12. PRC China, People's Republic of     | 56. TAJ Tajikistan       |
| 13. COO Cook Islands                    | 57. TAP Taipei, China    |
| 14. DEN Denmark                         | 58. THA Thailand         |
| 15. FIJ Fiji                            | 59. TIM Timor-Leste      |
| 16. FIN Finland                         | 60. TON Tonga            |
| 17. FRA France                          | 61. TUR Turkey           |
| 18. GEO Georgia                         | 62. TKM Turkmenistan     |
| 19. GER Germany                         | 63. TUV Tuvalu           |
| 20. HKG Hong Kong, China                | 64. UKG United Kingdom   |
| 21. IND India                           | 65. USA United States    |
| 22. INO Indonesia                       | 66. UZB Uzbekistan       |
| 23. IRE Ireland                         | 67. VAN Vanuatu          |
| 24. ITA Italy                           | 68. VIE Viet Nam         |
| 25. JPN Japan                           |                          |
| 26. KAZ Kazakhstan                      |                          |
| 27. KIR Kiribati                        |                          |
| 28. KOR Republic of Korea               |                          |
| 29. KGZ Kyrgyz Republic                 |                          |
| 30. LAO Lao People's Democratic Rep.    |                          |
| 31. LUX Luxembourg                      |                          |
| 32. MAL Malaysia                        |                          |
| 33. MLD Maldives                        |                          |
| 34. RMI Mashall Islands                 |                          |
| 35. FSM Micronesia, Federated States of |                          |
| 36. MON Mongolia                        |                          |
| 37. MYA Myanmar                         |                          |
| 38. NAU Nauru, Republic of              |                          |
| 39. NEP Nepal                           |                          |
| 40. NET The Netherlands                 |                          |
| 41. NIU Niue                            |                          |
| 42. NZL New Zealand                     |                          |
| 43. NOR Norway                          |                          |
| 44. PAK Pakistan                        |                          |

