

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, Delivery, Installation and Commissioning of ERP based
Integrated Financial Management Information System (IFMIS)

Volume I of III

Single-Stage: Two-Envelope
Bidding Procedure

Issued on: **23 February 2026**

Invitation for Bids No.: **ICB/FD/EGMPAF/ERP-082/83-01**

OCB No.: **ICB/FD/EGMPAF/ERP-082/83-01**

Purchaser: **Nepal Electricity Authority**

Country: **Nepal**

Institutional Strengthening Project (ISP), Finance Directorate,
Nepal Electricity Authority,
Bishwojyoti Mall, Jamal, Kathmandu, Nepal
Phone: 977-1-4153310, 977-1-4153201



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.



Table of Contents

PART I – Bidding Procedures

Section 1.	Instructions to Bidders	1-1
Section 2.	Bid Data Sheet.....	2-1
Section 3.	Evaluation and Qualification Criteria	3-1
Section 4.	Bidding Forms.....	4-1
Section 5.	Eligible Countries.....	5-1

PART II – Supply Requirements

Section 6.	Schedule of Requirements	6-1
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PART III – Conditions of Contract and Contract Forms

Section 7.	General Conditions of Contract.....	7-1
Section 8.	Special Conditions of Contract	8-1
Section 9.	Contract Forms.....	9-1





Nepal Electricity Authority Invitation for Bids

Date:	23 Feb 2026
Loan No. and Title:	Loan 4014/4109-NEP: Electricity Grid Modernization Project – Additional Financing
Contract No. and Title:	ICB/FD/EGMPAF-082/83-01 Supply, Delivery, Installation and Commissioning of ERP based IFMIS (Integrated Financial Management System)
Deadline for Submission of Bids:	10 April 2026, at 12:00 Hours (Nepal Standard Time)

1. The **Government of Nepal** has received financing from the Asian Development Bank (ADB) toward the cost of **Electricity Grid Modernization Project-Additional Financing**, and it intends to apply part of the proceeds of this financing to payments under the contract named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The **Nepal Electricity Authority** (“the Purchaser”) invites sealed bids from eligible Bidders for **Supply, Delivery, Installation and Commissioning of ERP based Integrated Financial Management Information System (IFMIS)**.
3. **Open Competitive Bidding (International Advertisement)** will be conducted in accordance with ADB's **Single-Stage: Two-Envelope** procedure and is open to all Bidders from eligible source countries as described in the Bidding Document.
4. Only eligible Bidders with the following key qualifications defined in the Bidding Document may participate in this bidding:
 - CMMI (Capability Maturity Model Integration) certification of the bidder Minimum Level 3,
Shall have on its payroll at least 100 personnel working in the area of ERP implementation
 - Successful completion (until Go- Live Stage) of offered/ proposed or any COTS (Commercial off-the-shelf) ERP implementation project within the last Ten (10) years of at least two (2) projects with nature, and complexity similar to the scope of requirements described in Section-6 (Schedule of Requirements) of value not less than USD 6 million each. At least one product should be of offered/ proposed COTS ERP.
 - Similarity means that project should have at least Three Hundred (300) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users). Each implementation should have covered at least Three (3) modules out of the below listed modules:
 - a) Finance and Accounts (Mandatory)
 - b) Human Resource Management (Mandatory)
 - c) Materials Management (Stores & Purchase)
 - d) Maintenance Management
 - e) Project Management
 - Successful completion of at least two (2) projects of system integration including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software on “On-Premises Data Centre” within the last Ten (10) years of value not less than USD 4 million each.
5. To obtain further information and inspect the bidding document, Bidders should contact:



Institutional Strengthening Project

Finance Directorate

Bishwojyoti Mall, Jamal, Kathmandu, Nepal.

Telephone: 977-01-4153310, 977-01-4153201

Electronic mail address: ispnea@gmail.com

6. To purchase the bidding document in English language, eligible Bidders should:

- Write to address above requesting the bidding documents for **ICB/FD/EGMPAF-082/83-01: Supply, Delivery, Installation and Commissioning of ERP based IFMIS (Integrated Financial Management System)**

Any bidder purchasing the bid document through their Local representative, an authorization letter required to be submitted indicating authority delegated to the local representative.

- Pay a non-refundable fee of NRs. 20,000.00 (incl. VAT) or an equivalent amount in US\$ by bank voucher to the

Purchaser's Account Details:

Name: Institutional Strengthening Project

Account Number: 00115020982

Bank Name and Address in Nepal:

Siddhartha Bank Limited, Kathmandu, Nepal

SWIFT Code: SIDDNPKA

(Via: SWIFT MT 103 Message)

7. Deliver your bid:

- to the address above in para 5;
- on or before the deadline: 12:00 hours NST on 10 April, 2026
- together with a Bid Security as described in the Bidding Document.

Technical Bids will be opened at the Project Manager's Office on **10 April 2026 at 13:00 hours (Nepal Standard Time)** in the presence of bidders' representatives who choose to attend, 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 qualified shall be returned unopened after the contract is awarded.



Section 1: Instructions to Bidders

Table of Contents

A.	General.....	1-3
1.	Scope of Bid	1-3
2.	Source of Funds.....	1-3
3.	Fraud and Corruption.....	1-3
4.	Eligible Bidders.....	1-5
5.	Eligible IT Products and Services.....	1-7
B.	Contents of Bidding Document.....	1-7
6.	Sections of the Bidding Document	1-7
7.	Clarification of Bidding Document.....	1-8
8.	Amendment of Bidding Document.....	1-8
C.	Preparation of Bids	1-9
9.	Cost of Bidding	1-9
10.	Language of Bid.....	1-9
11.	Documents Comprising the Bid	1-9
12.	Letter of Bid and Price Schedules	1-10
13.	Alternative Bids.....	1-10
14.	Bid Prices and Discounts	1-10
15.	Currencies of Bid	1-11
16.	Documents Establishing the Eligibility of the Bidder	1-12
17.	Documents Establishing the Eligibility of the IT Products and Services	1-12
18.	Documents Establishing the Conformity of the IT Products and Services to the Bidding Document	1-12
19.	Documents Establishing the Qualifications of the Bidder	1-12
20.	Period of Validity of Bids.....	1-13
21.	Bid Security/Bid-Securing Declaration.....	1-13
22.	Format and Signing of Bid.....	1-14
D.	Submission and Opening of Bids	1-15
23.	Sealing and Marking of Bids.....	1-15
24.	Deadline for Submission of Bids	1-15
25.	Late Bids.....	1-16
26.	Withdrawal, Substitution, and Modification of Bids	1-16
27.	Bid Opening.....	1-16



E.	Evaluation and Comparison of Bids	1-18
28.	Confidentiality.....	1-18
29.	Clarification of Bids	1-18
30.	Deviations, Reservations, and Omissions	1-18
31.	Examination of Technical Bids	1-19
32.	Responsiveness of Technical Bid	1-19
33.	Nonmaterial Nonconformities.....	1-20
34.	Qualification of Bidder	1-20
35.	Examination of Price Bids	1-21
36.	Correction of Arithmetical Errors	1-21
37.	Conversion to Single Currency.....	1-21
38.	Domestic Preference.....	1-21
39.	Evaluation and Comparison of Price Bids	1-21
40.	Abnormally Low Bids.....	1-22
41.	Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids	1-23
42.	Notice of Intention for Award of Contract	1-23
F.	Award of Contract.....	1-23
43.	Award Criteria	1-23
44.	Purchaser’s Right to Vary Quantities at Time of Award	1-23
45.	Notification of Award.....	1-23
46.	Signing of Contract.....	1-24
47.	Performance Security	1-24
48.	Bidding-Related Complaints	1-24



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 requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, Contractors, agents, subcontractors, subconsultants, service providers, sub suppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB’s Anticorruption Policy (1998, as amended from time to time). 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; and
 - (vii) "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 (vi) above and the following: obstructive practice, 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 or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers 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, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (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 participate¹ 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, 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, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

¹ 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).



- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees, and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, 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 Communication 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 require their officers, directors, employees, personnel, agents to ensure that, in contracts with its subconsultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any 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 will 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 temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.



- 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 Bidders 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 from, or payments to, a particular country, person, or entity in that country in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.
- 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 14 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:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) 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© 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:
- (a) 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.
 - (b) 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** 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Letter of Bid, included in



- Eligibility of the Bidder**
- Section 4 (Bidding Forms); and
- (b) 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 the Eligibility of the IT Products and Services**
- 17.1 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. Documents Establishing the Conformity of the IT Products and Services to the Bidding Document**
- 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 Qualifications of the Bidder**
- 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 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:
- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check.
- 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 ITB4.1.
- 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 Bidders shall submit their Bids as specified in the BDS. 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 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 post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of 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 post qualification 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:
- (a) Letter of Price Bid in accordance with ITB 12.1; and
 - (b) 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:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.



- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between 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 Reject Any or All Bids**
- 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 case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 42. Notice of Intention for Award of**
- 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 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** 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



Security

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

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: ICB/FD/EGMPAF/ERP-082/83-01
ITB 1.1	The Purchaser is: Nepal Electricity Authority
ITB 1.1	The name of the open competitive bidding (OCB) is: Supply, Delivery, Installation and Commissioning of ERP based IFMIS (Integrated Financial Management Information System) The identification number of the OCB is: ICB/FD/EGMPAF/ERP-082/83-01 The number and identification of lots comprising this OCB is: None
ITB 2.1	The Borrower is: Government of Nepal
ITB 2.1	The name of the Project is: Electricity Grid Modernization Project - Additional Financing
ITB 4.9	Bidder/ Joint Venture (including all its partners) must be eligible in accordance with ITB Clause 4. A maximum of two JV or Consortium partners are allowed including the Lead Partner/Bidder.
B. Contents of Bidding Document	
ITB 7.1	For clarification purposes only, the Purchaser's address is: Attention: Project Manager, Supply, Delivery, Installation and Commissioning of ERP based IFMIS (Integrated Financial Management Information System) Finance Directorate Street address: Bishwojyoti Mall, Jamal, Kathmandu, Nepal Floor/Room number: Institutional Strengthening Project -2nd Floor City: Kathmandu ZIP code: NA Country: Nepal Telephone: 01-4153310, 01-4153201 E-mail: ispnea@gmail.com Web page: https://www.nea.org.np
ITB 7.2	<i>A Pre-Bid meeting will take place.</i> <i>Date: 10 March 2026 (16 days from bid submission)</i> <i>Time: 12:30 hours Local Standard Time</i> <i>Place: NEA-ISP office, Bishwojyoti Mall, Jamal, Kathmandu, Nepal.</i> <i>The request for the link to join pre-bid meeting online is to be sent before 17:00 hours NST of 3 days before pre-bid from ispnea@gmail.com.</i> <i>A site visit conducted by the Purchaser will not be organized</i>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2 (j)	The Bidder shall submit with its Technical Bid the following additional documents: Business Registration Certificate issued by the government of the country where the bidder or

	<p>each Joint Venture or Consortium partner is registered.</p> <p>Bidders shall notarize all the documents (only the documents pertaining to Bidder's registrations, qualifications, financial values, experiences and other major related documents) that they submit with the technical bid. In the case of Foreign Bidder: The foreign bidders shall submit all notarized documents notarized from bidder's home country and shall be in English. The notarial certificate shall be authenticated by the Nepal based Embassy of the bidder's country. The authentication of the documents must be done between the published date of bid and the submission date of bid. Failure to authenticate the notarial certificate from the concerned Embassy within the stipulated time frame would lead to disqualification of the bidder.</p>
ITB 11.2 (k)	Not Applicable
ITB 11.3 (c)	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <p>None</p>
ITB 12.2	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.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: 2020 Edition
ITB 14.6(b)(i)	<p>For IT Products and Services offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP Incoterms 2020</p> <p>Project Sites: Kathmandu.</p>
ITB 14.6(b)(ii)	In the country of origin, the prices bid by the Contractor for the imported IT Product, shall include all taxes, duties and other charges imposed outside the Purchaser's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.
ITB 14.6(b)(iii)	<p>In Nepal, <u>General:</u></p> <p>Unless otherwise specifically declared in the contract documents, the prices bid by the Contractor and its suppliers and subcontractors shall include business taxes and other taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal.</p> <p><u>Staff Income Tax:</u></p> <p>The Contractor's staff, personnel, and laborers, and those of its subcontractors, will be liable to pay personal income taxes in the Purchaser's country, irrespective of whether they are local or foreign nationals on income earned including salaries and wages as applicable under the laws and regulations of Nepal. The Contractor shall perform such duties in regard to Tax Deduction at Source (TDS) thereof as may be applicable by such laws and regulations.</p> <p><u>Import License:</u></p> <p>The Contractor shall inform the Purchaser and the Project Manager in writing the details of the equipment and materials to be imported into Nepal for use on the Works at least 56 days prior to arrival of shipment at disembarkation port and shall submit a formal written request for assistance from the Purchaser for importation processing. The Purchaser will assist the Contractor to obtain necessary permits for import of such equipment and materials into Nepal. Import license fees or any other charges shall be at the cost of the Contractor. The Contractor shall be responsible for transport from the Port of disembarkation to the Site or location of the Works. The Contractor shall be fully responsible to determine these rates and the amount payable at the time of preparing tender document and include such costs in its bids. In failing to do so, the Purchaser shall not be liable to pay such costs and the Contractor shall pay such charges as local or any customs authorities en-route may impose, which will not be an eligible item for refund from the Purchaser.</p>



	<p><u>Duties on Equipment, Plant, Materials and Supplies:</u></p> <p>a. Equipment, plant, materials, and supplies, imported by the Contractor for execution of the Works, shall be subject to payment of customs duty at a special rate of one percent (1%) of CIP Project-Site or Customs entry point value. This customs duty shall be paid by the Contractor at the time of import and will be reimbursed by the Purchaser to the Contractor upon submission of the original receipt issued by the Customs Department.</p> <p>b. The provisions of this clause shall apply equally to foreign subcontractors or nominated subcontractors of the Contractor employed for the Works.</p> <p>c. The Contractor and any foreign subcontractors or nominated subcontractors employed on the Works, if not already registered in Nepal, shall be required to get registered with the Inland Revenue Department (IRD) for the purpose of the Contract, which shall be undertaken within 28 days after signing of the Contract Agreement. The Contractor, sub-contractor or the nominated subcontractor shall submit certified copies of the Registration Certificate(s) to the Project Manager within 14 days of registration.</p> <p>Contractors shall be responsible for any other local fees and charges applicable in accordance with the prevailing laws and regulations of Nepal.</p>
ITB 14.6(c)	All costs incidental to the performance of the services, as incurred by the Supplier No further instructions
ITB 14.8	The contract prices quoted by the Bidder shall not be adjustable.
ITB 14.9	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.
ITB 18.4	<p>Bidder can propose to use Subcontractors for the provision of following types/categories of services:</p> <ul style="list-style-type: none"> • Post go-live operation & maintenance for hardware and standard software (except maintenance of IFMIS Application for the first 3 Years) • Training • Hardware procurement, delivery, installation & commissioning • Data Migration <p>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.</p> <p>Total sub-contract value should not exceed 25% of total contract value.</p>
ITB 19.2	<p>The Bidder shall include with its bid the Manufacturer's Authorization for the following item(s): in accordance with Manufacturer's Authorization form of Section 4</p> <p>The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor, or reseller of the IT products being procured.</p>
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be 180 days.
ITB 21.1	The Bidder shall furnish a bid security in the amount of US\$ 260,000 (US dollar two hundred and sixty thousand) or an equivalent amount in Nepalese Rupees (NPR).
ITB 21.2	The ineligibility period is Not Applicable
ITB 21.4	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 14 (Fourteen) days 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.
ITB 22.1	In addition to the original Bid, the number of copies is: Two hard copies and one softcopy in Pen drive (Technical Proposal only)
ITB 22.2	The written confirmation of Authorization 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 a joint venture in the event of a contract award in accordance with ITB 16.1 (b)
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 (Fourteen) days .
ITB 22.5	Electronic procedures for format and signing of the bid shall not be allowed.
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall submit their Bids by hand .
ITB 23.1(b)	Electronic bidding submission procedures shall be: not allowed
ITB 23.2(c)	The additional identification marks are not required.
ITB 24.1	For bid submission purposes only, the Purchaser's address is: Attention: Project Manager, Supply, Delivery, Installation and Commissioning of ERP based IFMIS (Integrated Financial Management Information System) , Finance Directorate Street address: NEA Central office, Bishwojyoti Mall, Jamal, Kathmandu, Nepal Floor/Room number: Institutional Strengthening Project Office Room City: Kathmandu ZIP code: NA Country: Nepal
ITB 24.1	<i>The deadline for bid submission is:</i> <i>Date: 10 April 2026</i> <i>Time: 12:00 hours (Nepal Standard Time)</i>
ITB 26.4	Electronic procedures for withdrawal, substitution, and modification shall be: Not Applicable
ITB 27.1	<i>The technical bid opening shall take place at:</i> <i>Street address: NEA ISP Office, Bishwojyoti Mall, Jamal, Kathmandu, Nepal</i> <i>Floor/Room number: Institutional Strengthening Project Office, 2nd Floor</i> <i>City: Kathmandu</i> <i>Country: Nepal</i> <i>Date: 10 April 2026</i> <i>Time: 13:00 hours (Nepal Standard Time)</i>
ITB 27.1	The electronic bid opening procedure shall be as follows: Not Applicable
ITB 27.6	The Letter of Technical Bid shall be initialed by 3 (Three) representatives of the Purchaser attending Technical Bid opening.



ITB 27.11	The Letter of Price Bid and Price Schedules shall be initialed by 3 (Three) representatives of the Purchaser attending Price Bid opening.																												
E. Evaluation and Comparison of Bids																													
ITB 31.5	<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" data-bbox="347 376 1423 902"> <thead> <tr> <th data-bbox="347 376 448 421">Sl. No.</th> <th data-bbox="454 376 943 421">Evaluation Criteria</th> <th data-bbox="949 376 1174 421">EQC Reference</th> <th data-bbox="1181 376 1423 421">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 430 448 510">A</td> <td data-bbox="454 430 943 510">Experience of the System Integrator</td> <td data-bbox="949 430 1174 510">Section 3, 2.1</td> <td data-bbox="1181 430 1423 510">35</td> </tr> <tr> <td data-bbox="347 519 448 600">B</td> <td data-bbox="454 519 943 600">Functional Requirement Specification</td> <td data-bbox="949 519 1174 600">Section 3, 2.1</td> <td data-bbox="1181 519 1423 600">15</td> </tr> <tr> <td data-bbox="347 609 448 689">C</td> <td data-bbox="454 609 943 689">Proposed Human Resources</td> <td data-bbox="949 609 1174 689">Section 3, 2.1</td> <td data-bbox="1181 609 1423 689">20</td> </tr> <tr> <td data-bbox="347 698 448 779">D</td> <td data-bbox="454 698 943 779">Proposed Solution</td> <td data-bbox="949 698 1174 779">Section 3, 2.1</td> <td data-bbox="1181 698 1423 779">20</td> </tr> <tr> <td data-bbox="347 788 448 869">E</td> <td data-bbox="454 788 943 869">Solution Technical Presentation</td> <td data-bbox="949 788 1174 869">Section 3, 2.1</td> <td data-bbox="1181 788 1423 869">10</td> </tr> <tr> <td data-bbox="347 878 448 902"></td> <td data-bbox="454 878 943 902">Total Marks</td> <td data-bbox="949 878 1174 902"></td> <td data-bbox="1181 878 1423 902">100 Marks</td> </tr> </tbody> </table> <p>The cutoff score for technical competence is 60 marks 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, 2.1	35	B	Functional Requirement Specification	Section 3, 2.1	15	C	Proposed Human Resources	Section 3, 2.1	20	D	Proposed Solution	Section 3, 2.1	20	E	Solution Technical Presentation	Section 3, 2.1	10		Total Marks		100 Marks
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ITB 34.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.																												
ITB 37.1	<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: Nepalese Rupees</p> <p>The source of the selling exchange rate shall be: Nepal Rastra Bank (The Central Bank of Nepal)</p> <p>The date for the selling exchange rate shall be: The date of the technical bid opening</p>																												
ITB 38.1	Domestic preference shall not apply.																												
ITB 42.1	<p>Standstill provisions shall apply. The duration of standstill period will be 7 (Seven) days 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> <ol style="list-style-type: none"> the name of each Bidder who submitted a Bid; the bid prices as read out at bid opening; the name and evaluated prices of each Bid that was evaluated; the name of Bidders whose bids were rejected and the reasons for their rejection; the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded; and 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. 																												
F. Award of Contract																													

ITB 44.1	The maximum percentage by which quantities may be increased is: 15%* The maximum percentage by which quantities may be decreased is: 15%*
ITB 48.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7) . The Bidder should submit its complaint following these procedures, in writing, to: For the attention: Managing Director, NEA through the Project Manager Title/position: Managing Director Purchaser: Nepal Electricity Authority E-mail address: ispnea@gmail.com , neamd@nea.org.np



Section 3: Evaluation and Qualification Criteria

Table of Criteria

1. Technical Evaluation	3-2
1.1 Technical Criteria	3-2
2. Qualification Criteria.....	3-14
2.1 Eligibility.....	3-14
2.1.1 Nationality.....	3-14
2.1.2 Conflict of Interest	3-14
2.1.3 ADB Eligibility	3-14
2.1.4 Government-Owned Enterprise.....	3-14
2.1.5 United Nations Eligibility.....	3-14
2.2 Historical Contract Nonperformance	3-14
2.2.1 History of Nonperforming Contracts	3-14
2.2.2 Suspension Based on Execution of Bid-Securing Declaration	3-15
2.2.3 Pending Litigation and Arbitration	3-15
2.3 Experience and Technical Capacity	3-15
2.3.1 Contractual Experience	3-15
2.3.2 Subcontractors' and Manufacturer's Experience	3-17
2.4 Financial Situation	3-20
2.4.1 Historical Financial Performance	3-20
2.4.2 Size of Operation (Average Annual Turnover)	3-20
2.4.3 Cash Flow Capacity.....	3-21
3. Economic Evaluation.....	3-22
3.1 Economic Criteria	3-22
3.1.1 Adjustment for Scope.....	3-22
3.1.1.1 Local Handling and Inland Transportation	3-22
3.1.1.2 Minor Omissions or Missing Items	3-22
3.1.2 Adjustment for Deviations from the Terms of Payment	3-22
3.1.3 Adjustment for Deviations in the Delivery and Completion Schedule	3-22
3.1.4 Operating and Maintenance Costs	3-22
3.1.5 Spare Parts	3-22
3.1.6 Performance and Productivity of the IT Products	3-22
3.1.7 Other Criteria in Accordance with ITB 39.2(f)	3-22
3.2 Combined Evaluation	3-22
3.3 Price Evaluation	3-23
3.4 Domestic Preference	3-23
3.5 Multiple Lots (Contracts).....	3-23



Technical Evaluation

1.1 Technical Criteria (ITB 31 and ITB 32)

If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), 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. Only those proposals which have a minimum score of 60 marks out of 100 marks in the same will be considered for opening of their Financial Bid and evaluation thereof.
- (e) Compliance to 70% “Standard” of the Functional Requirement Specifications (FRS) mentioned in the BID DOCUMENT for all functional modules, is a mandatory requirement. Bids submitted with compliance to FRS less than 70% “standard” shall be termed as non-responsive and will not be evaluated further.**

The Technical Evaluation Criteria as mentioned below should be met by at least one of the members of the Bidding Consortium/JV for scoring:

A. Strength of the System Integrator		
The strength of the System Integrator in A.1 a. and b. 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 all of the partners will be considered for scoring).		
	Rating	Description of rating of scores
For A.1 a	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
For A.1 b	Excellent Submission	200 or more professionals working
	Good submission	150 or more professionals working
	Acceptable submission	100 or more professionals working
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience

A.1 System Integrator Strength							
	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
A.1a	CMMI (Capability Maturity Model Integration) certification of the bidder.	2	100%	80%	60%	0%	CMMI Certificate valid as on bid submission date
A.1.b	Number of professionals working for the ERP Product.	2	100%	80%	60%	0%	Certification from HR in company Letter head

The ERP implementation experience of the Bidder in A.2 a, b, c, d, e, f & g shall be evaluated on the basis of the 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 all the partners will be considered for scoring).

For A.2 a	Rating	Description of rating of scores
	Excellent Submission	The bidder has submitted 4 projects as per requirement in A.2 a
	Good submission	The bidder has submitted 3 projects as per requirement in A.2 a
	Acceptable submission	The bidder has submitted 2 projects as per requirement in A.2 a
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience

A.2 ERP Implementation Experience of the Bidder(s)							
	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
A.2.a	Bidder(s) have successfully implemented Offered/ Proposed or any COTS (Commercial off-the-shelf) ERP implementation projects out of which one ERP implementation shall be mandatorily the Offered/	10	100%	80%	60%	0%	I. Form EXP – 1 II. Copy of Work Order / Purchase Order III. Completion certificate from client



A.2 ERP Implementation Experience of the Bidder(s)							
	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
	<p>Proposed solution. Each of the COTS ERP project should have at least Three Hundred (300) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users) in Last Ten (10) Years.</p> <p>Each implementation should have covered at least Three (3) modules out of the below listed modules:</p> <p>a) Finance and Accounts (Mandatory)</p> <p>b) Human Resource Management (Mandatory)</p> <p>c) Materials Management (Stores & Purchase)</p> <p>d) Maintenance Management</p> <p>e) Project Management</p>						stating the completion of at least Go-Live stage.
A.2.b	<p>The COTS ERP implementation project each should have at least One Hundred and Fifty (150) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users) with each implementation covering at least any Three (3) modules mentioned in A2. a, and is implemented in Power Sector (Including Generation/ Transmission/ Distribution) [Maximum Two(2) projects of mentioned above]</p>	3	100% (for 2 said Projects)	80% (for 1 said Project)		0%	
A.2.c	<p>The COTS ERP implementation project each should have at least One Hundred and Fifty (150) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users) with each implementation covering at least any Three (3)</p>	3	100% (for 2 said Projects)	80% (for 1 said Project)		0%	



A.2 ERP Implementation Experience of the Bidder(s)							
	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
	modules mentioned in A2. a, and is implemented in Government organization/Public Sector Undertaking (PSU) [Maximum Two(2) projects of mentioned above]						
A.2.d	The COTS ERP or Non-COTS ERP implementation project each should have at least One Hundred and Fifty (150) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users) with each implementation covering at least any Three (3) modules mentioned in A2. a, and is implemented including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software on "On-Premises Data Centre" within the last Ten (10) years. [Maximum Two(2) projects of mentioned above]	3	100% (for 2 said Projects)	80% (for 1 said Project)		0%	
A.2.e	The COTS ERP or Non-COTS ERP implementation project each should have at least One Hundred and Fifty (150) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users) with each implementation covering at least Three (3) modules mentioned in A2. a, and said Product has been integrated with other existing external applications like Revenue Management System, non-ERP applications etc. [Maximum Two(2)	3	100% (for 2 said Projects)	80% (for 1 said Project)		0%	



A.2 ERP Implementation Experience of the Bidder(s)							
	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
	projects of mentioned above]						
A.2.f	<p>The COTS ERP solution each having at least One Hundred and Fifty (150) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users) with implementation covering at least any Three (3) modules mentioned in A2. a, and implemented in SAARC REGION/ASIA (EXCLUDING SAARC REGION)/ACROSS THE GLOBE (EXCLUDING ASIA OR SAARC REGION) within the last Ten (10) years</p> <p>[Maximum TWO(2) projects]</p> <p>Each ONE(1) project submitted under the respective region shall be awarded maximum 50% of the marks allocated (1.5 Marks) to the project for the said category.</p>	3	100% (SAARC REGION)	80% (ASIA)	60% (ACROSS THE GLOBE)	0%	
A.2.g	<p>Proposed COTS ERP product or any other COTS ERP product covering at least any Three (3) modules mentioned in A2. a and implemented by Bidder/SI (till Go-live) in preferably in SAARC REGION/ASIA (EXCLUDING SAARC REGION)/ACROSS THE GLOBE (EXCLUDING ASIA OR SAARC REGION) within the last Ten (10) years.</p> <p>[Maximum TWO(2) projects]</p> <p>Each ONE(1) project submitted under the respective region shall be awarded maximum 50% of the marks allocated (1.5 Marks) to the project for the said category.</p>	3	100% (SAARC REGION)	90% (ASIA)	80% (ACROSS THE GLOBE)	0%	

A.3 Experience of Data Migration Agency/ System Integrator	
The Data Migration experience of the bidder/ Migration Agency proposed by 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 all partners combined will be considered for scoring):	
Rating	Description of rating of scores
For A.3 a	Executed or completed projects for providing the workforce and carrying out data migration services with Minimum of 2 (TWO) years of proven experience.
	Excellent Submission 3
	Good submission 2
	Acceptable submission 1
Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience

	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
A.3.a	Experience of Data Migration Agency / System Integrator	3	100%	80%	60%	0%	I. Form EXP – 1 II. Copy of Work Order / Purchase Order III. Completion certificate by client stating the completion of at least Go-Live stage.

B Functional Requirement Specification Compliance	
The FRS compliance of the Bidder 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
For B.1	Excellent Submission The ERP Product offered/proposed has ≥80%
	Good submission The ERP Product offered/proposed has ≥75% to <80%
	Acceptable submission The ERP Product offered/proposed has ≥70% to <75%
	Unacceptable submission The ERP Product offered/proposed has less than 70%

	Evaluation Criteria	Score	Excellent submission	Good Submission	Acceptable submission	Unacceptable submission	Documentary evidence
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	Evaluation Criteria	Score	Excellent submission	Good Submission	Acceptable submission	Unacceptable submission	Documentary evidence								
B.1	<p>Bidder(s) shall indicate in the checklist* (please refer the note after this table) the compliance of the proposed ERP Product/Solution as per FRS format enclosed for each of the Functional Requirements.</p> <p>The compliance shall be categorized as under:</p> <ul style="list-style-type: none"> • 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. • The proposed ERP Product should have obtained minimum 70% score/points. • 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. • The response against each mentioned requirement will be evaluated as following: <table border="1"> <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. All line items as mentioned in FRS would be considered along with weightage as mentioned above. The total marks will be awarded based on the cumulative response and total points for each requirement.</p> <p>Note: Reclassifying or Reordering</p>	Response	Points	Standard(S):	3 Points	Customization(C):	2 Points	Third Party (T)/ Workaround (W):	1 Points	15	100%	80%	60%	0%	Section 6, Clause 3.1
Response	Points														
Standard(S):	3 Points														
Customization(C):	2 Points														
Third Party (T)/ Workaround (W):	1 Points														



	Evaluation Criteria	Score	Excellent submission	Good Submission	Acceptable submission	Unacceptable submission	Documentary evidence
	<p>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</p> <p>The Offered COTS (Commercial Off-The Shelf) Based Enterprise Resource Planning (ERP) should have standard functionality for the below mentioned major modules for this part of scoring,</p> <ul style="list-style-type: none"> a) Finance and Accounts b) Human Resource Management c) Materials Management (Stores & Purchase) d) Maintenance Management e) Project Management 						

*Note: Bidder(s) should provide the functionality compliance summary (duly signed and stamped by authorized signatory on company letterhead) as per the format below. Validation will be done from the detailed FRS compliances shared by the bidder (refer Vol II, Section 6, Clause 3.1) –

Components	Total No. of Points	Standard(S)	Customization(C)	Third Party(T)/ Workaround(W)	Compliance %
Finance and Accounting					
Human Resource					
Maintenance Management					
Material Management					
Project Planning					

C Proposed Human Resources		
<p>The experience of personnel proposed by the Bidder in C.1 a, b, c and d 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, the experience of all partners combined will be considered for scoring)</p> <p>Note: The proposed resources MUST be fluent in both verbal and written English communication. The purchaser may, at its discretion, evaluate the resources 'fluency in the English language.'</p>		
	Rating	Description of rating of scores
For C.1.a	Excellent Submission	Master's in Electrical/Electronics/IT/Computers/Master's in Business Administration/ACCA/CA, and Prince2/PMP certified.
	Acceptable Submission	Bachelors in - Electrical/Electronics/IT/Computers/or MCA or related field
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience



For C.1.b	Excellent Submission	>=15 years of experience in ERP sector.
	Good Submission	>=10 years of experience in ERP sector.
	Acceptable submission	>=8 years of experience in ERP sector.
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience
For C.1.c	Excellent Submission	7 or more years as Project Manager in implementation of ERP projects
	Good Submission	6 years as Project Manager in implementation of ERP projects
	Acceptable submission	5 years as Project Manager in implementation of ERP projects
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience
For C.1.d	Excellent Submission	4 or more ERP projects managed as project manager
	Good Submission	3 ERP projects managed as project manager
	Acceptable submission	2 ERP projects managed as project manager
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience

	Evaluation Criteria	Score	Excellent Submission	Good Submission	Acceptable Submission	Unacceptable Submission	Documentary evidence
C.1	The Project Manager						
C.1.a	Academic Qualification	1	100%		60%	0%	Certified CV by Authorized Signatory
C.1.b	Number of years of experience in ERP sector.	1	100%	80%	60%	0%	
C.1.c	Number of years as Project Manager in implementation of ERP projects	1.5	100%	80%	60%	0%	

C.1.d	Number of ERP projects managed as project manager	1.5	100%	80%	60%	0%	es HR of the Bidding firm to certify the fluency in English language (Verbal and written) of the proposed resource in company letter head (format in Section 4: bidding forms). (Failure to provide this confirmation of the proposed resource may lead to disqualification of the resource)
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The experience of personnel proposed by the Bidder in C.2 to C.11 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 (C.2 to C8).a (Academic Qualification)	Excellent Submission	Master's in Electrical/Electronics/IT/Computers or MBA/ACCA/CA
	Acceptable Submission	Bachelors in - Electrical/Electronics/IT/Computers or MCA or relevant field
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience
For (C.2 to C8).b (Experience in relevant sector)	Excellent Submission	7 or more years of proven experience in proposed role
	Good submission	6 years of proven experience in proposed role
	Acceptable submission	5 years of proven experience in proposed role
	Unacceptable submission	Bidder has not sufficiently demonstrated relevant experience in proposed role



	Evaluation Criteria	Score	Excellent Submission	Good submission	Acceptable submission	Unacceptable submission	Documentary evidence
C.2.a	Assistant Project	1.0	100%		60%	0%	Certified CV by Authorized Signatory Academic Certificates HR of the Bidding firm to certify the fluency in English language (Verbal and written) of the proposed resources in company letter head (format in Section 4: bidding forms). (Failure to provide this confirmation of any proposed resource may lead to disqualification of the resource)
C.2.b	Manager	2.0	100%	80%	60%	0%	
C.3.a	Finance and Accounts	0.5	100%		60%	0%	
C.3.b	Expert	1.5	100%	80%	60%	0%	
C.4.a	Human Resource	0.5	100%		60%	0%	
C.4.b	Management Expert	1.5	100%	80%	60%	0%	
C.5.a	Materials Management	0.5	100%		60%	0%	
C.5.b	Expert	1.5	100%	80%	60%	0%	
C.6.a	Maintenance	0.5	100%		60%	0%	
C.6.b	Management Expert	1.5	100%	80%	60%	0%	
C.7.a	Project Management	0.5	100%		60%	0%	
C.7.b	Expert	1.5	100%	80%	60%	0%	
C.8.a	Database Administrator	0.5	100%		60%	0%	
C.8.b		1.5	100%	80%	60%	0%	

D Proposed solution

The Proposal submitted 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
F o r D · 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.



	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.
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SL. NO	Evaluation Criteria	Score	Excellent Proposal	Good Proposal	Acceptable Proposal	Unacceptable submission	Documentary evidence
D.1	<p>For implementation of proposed Enterprise Resource Planning (ERP) Solution at NEA, the proposal by Bidder(s) should cover (not limited to):</p> <ul style="list-style-type: none"> • Understanding of requirements • Approach & Methodology • Implementation Plan • Solution Architecture • Project Management Plan • Change Management Plan • Proposed Team Structure • Critical Success factor • Unique Value Proposition • Risk Mitigation • Operations & Maintenance • Technical Architecture with rationale and benefits • Approach for Onboarding Solution Including Compute Platform, OS Platform, tools proposed for the managing the project requirements, such as SLA monitoring tools, Project Monitoring. • Rational for BOM/BOQ quoted for successful operation of IFMIS Solution Stack • Solution Technical Design, Specifications, Configuration • Data Protection • Showcasing OEMs role at different stage of the project including during implementation, trainings, go-live and post go-live. • Approach to meet the performance SLAs • Training and knowledge transfer • Quality Assurance 	20	100%	80%	60%	0%	Proposal



SL. NO	Evaluation Criteria	Score	Excellent Proposal	Good Proposal	Acceptable Proposal	Unacceptable submission	Documentary evidence
	<ul style="list-style-type: none"> Problem Resolution Utilization of local resources Built-in AI functionalities or AI powered for problem solving, optimization etc. Exit Management 						

E Solution Technical Presentation

The presentation of solution 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 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.
	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.

	Evaluation Criteria	Score	Excellent Technical Presentation	Good Technical Presentation	Acceptable Technical Presentation	Unacceptable submission	Documentary evidence
E.1	For implementation of proposed Enterprise Resource Planning (ERP) Solution at NEA, the technical presentation by Bidder(s) should cover (not limited to): <ul style="list-style-type: none"> Understanding of requirements Approach & Methodology Implementation Plan Solution Architecture Project Management Plan 	10	100%	80%	60%	0%	Technical presentation and Demonstration (Combined evaluation of both the documentary evidence)



	Evaluation Criteria	Score	Excellent Technical Presentation	Good Technical Presentation	Acceptable Technical Presentation	Unacceptable submission	Documentary evidence
	<ul style="list-style-type: none"> • Change Management Plan • Proposed Team Structure • Critical Success factor • Unique Value Proposition • Risk Mitigation • Operations & Maintenance • Technical Architecture with rationale and benefits • Approach for Onboarding Solution Including Compute Platform, OS Platform, tools proposed for the managing the project requirements, such as SLA monitoring tools, Project Monitoring. • Rational for BOM/BOQ quoted for successful operation of IFMIS Solution Stack • Solution Technical Design, Specifications, Configuration • Data Protection • Showcasing OEMs role at different stage of the project including during implementation, trainings, go-live and post go-live. • Approach to meet the performance SLAs • Training and knowledge transfer • Quality Assurance • Problem Resolution • Utilization of local resources • Built-in AI functionalities or AI powered for problem solving, optimization etc. • Exit Management 						



	Evaluation Criteria	Score	Excellent Technical Presentation	Good Technical Presentation	Acceptable Technical Presentation	Unacceptable submission	Documentary evidence
	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.						

Note: During the solution technical presentation the purchaser at its own discretion may check for the English language fluency of the proposed experts randomly. It is required that the bidder ensure the presence and the availability of the proposed experts during the presentation.

2. Qualification Criteria

2.1 Eligibility

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

Nonperformance of a contract ^a did not occur as a result of contractor default since last 5 financial years	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not Applicable	Form CON-1
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^a 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.

^b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	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 System Integrator's Strength

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture/ Consortium			Submission Requirements
All Partners Combined		Each Partner	One Partner		
CMMI (Capability Maturity Model Integration) certification of the bidder Minimum Level 3	Must meet requirement	Not applicable	Not applicable	Must meet requirement	Valid certificate as on bid submission date to be attached
Shall have on its payroll at least 100 personnel working in the area of ERP implementation	Must meet requirement	Not applicable	Not applicable	Must meet requirement	Certificate on number of ERP implementation Personnel working on payroll (from HR on company letter head)

(In case of JV/Consortium this experience is to be met by the ERP Implementation partner of the JV)

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture/consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Successful completion (until Go- Live Stage) of offered/ proposed or any COTS (Commercial off-the-shelf) ERP implementation project within the last Ten (10) years of at least two (2) project with nature, and complexity similar to the scope of requirements described in Section-6 (Schedule of Requirements) of value not less than USD 6 million each. Atleast one product should be of offered/ proposed COTS ERP.</p> <p>Similarity means that project should have at least Three Hundred (300) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users). Each implementation should have covered at least Three (3) modules out of the below listed modules:</p> <p>a) Finance and Accounts (Mandatory) b) Human Resource Management (Mandatory) c) Materials Management (Stores & Purchase) d) Maintenance Management e) Project Management</p>	Must meet requirement	Not applicable	Not applicable	Must meet requirement	Form EXP – 1 Copy of Work Order / Purchase Order Completion certificate stating the completion of at least Go-Live stage.

2.3.1.2 Bidders System Integration Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture/ Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Successful completion of at least two (2) project of system integration including supply, delivery, design, customization, integration, implementation, testing, commissioning of Hardware and Software on “On-Premises Data Centre” within the last Ten (10) years of value not less than USD 4 million each</p>	Must meet requirement	Not applicable	Not applicable	Must meet requirement	<ul style="list-style-type: none"> Form Exp-1 Copy of Work Order / Purchase Order 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.

2.3.2.1 ERP Product OEM Experience

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture/ Consortium			
Requirement	(ERP product OEM)	All Partners Combined	Each Partner	One Partner	Submission Requirements
ERP OEM should have presence in ERP Business for more than 15 Years as on submission of bid	Must meet requirement	Not applicable	Not applicable	Not applicable	<ul style="list-style-type: none"> Self-Certificate for being in ERP business Provide relevant project work order/completion certificate to substantiate the presence
ERP OEM should have at least average annual turnover for last three (3) audited financial years of US\$ 100 Million. Average Annual Turnover (AATO) of registered firm of OEM will be considered.	Must meet requirement	Not applicable	Not applicable	Not applicable	<ul style="list-style-type: none"> Certificate for Average Annual Turnover (from Statutory Auditor)
The offered/ proposed ERP product shall be of latest version and shall have a future Roadmap for the next 5 (five) years from the date of bid submission.	Must meet requirement	Not applicable	Not applicable	Not applicable	<ul style="list-style-type: none"> Self-Certificate confirming the latest version and future Roadmap details from product OEM.
COTS (Commercial off-the-shelf) ERP Product OEM offered should have; An integrated Pre-bundled Single Offered/Proposed COTS (Commercial off-the-shelf) ERP OEM Product have been successfully implemented ERP projects in Power Sector (Including Generation/ Transmission/ Distribution and excluding Captive Power Plant) having at least One Hundred and Fifty (150) ERP Professional Users Licenses (Excluding Payroll & Employee Self Service users) during Last Ten (10) Years covering following modules (through maximum three projects) - <ul style="list-style-type: none"> Finance & Accounts 	Must meet requirement	Not applicable	Not applicable	Not applicable	<ul style="list-style-type: none"> Form EXP – 2 Copy of Work Order / Purchase Order 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



<ul style="list-style-type: none"> ○ Human Resource Management ○ Materials Management (Stores & Purchase) ○ Maintenance Management ○ Project Management 					stage.) <ul style="list-style-type: none"> • Self-certificate or declaration
Partners of the ERP OEM The OEM of the offered ERP product should have at least three (3) Implementation Partners/System Integrators who must have experience in Implementation of the proposed ERP product.	Must meet requirement	Not applicable	Not applicable	Not applicable	<ul style="list-style-type: none"> • Form EXP – 2 • Self-certificate or declaration from product OEM.

2.3.2.2 Other Product OEM Experience

Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
1	Other IFMIS modules Product OEM	The offered solution covering modules (Document Management System and workflow management system, BI & BW, Mobile Application, Employee Self Service (ESS) and Manager Self Service (MSS)) other than those offered by the IFMIS Product OEM shall: <ul style="list-style-type: none"> • have their principles in operation for at least five (5) years, and • have sold offered product to at least three clients over last three (3) years • should have completed at-least 1 project with at least 100 Users 	<ul style="list-style-type: none"> • Form EXP-2 • Copy of Work Order / Purchase Order • Self-certificate or declaration by OEM
2	IT Product OEM (for key IT products i.e., HCl solution, Core Router, Next Generation Firewall, IPS, Anti-virus, and Database)	The Bidder shall demonstrate that the IT products (hardware, system software, databases, application software, related tools) offered for the total solution other than IFMIS Product OEM shall; <ul style="list-style-type: none"> • have their principles in operation at least five (5) years in the industry, and • have been sold similar type of products and equivalent specification over the last five (5) years • should have completed at-least 1 IT project with offered products 	<ul style="list-style-type: none"> • Form EXP-2 • Copy of Work Order / Purchase Order • Self-certificate or declaration by OEM

2.4 Financial Situation

2.4.1 Historical Financial Performance

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture/ Consortium	Submission Requirements



		All Partners Combined	Each Partner	One Partner	
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	Not applicable	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	
Requirement	Single Entity	Joint Venture/ Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of US\$ 7 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 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2 Details should be clearly certified by statutory auditor. (Duly signed and stamped)

2.4.3 Cash Flow Capacity

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture/ Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is US\$ 2.5 million	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 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 Spare Parts likely to be required is indicated in Section 4 (Bidding Forms).”

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:

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

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

Weight for the Bid Price as specified in BDS = 30%
Weight of the Bid Technical score = 70%

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

Not applicable

3.5 Multiple Lots (Contracts)

Not applicable

Section 4: Bidding Forms

Table of Forms

Letter of Technical Bid 4-2

Country of Origin Declaration Form 4-5

Letter of Price Bid 4-6

Price Schedules 4-8

 Price Schedule for IT Products to Be Offered from Outside the Purchaser's Country for DC 4-9

 Price Schedule for IT Products to Be Offered from Outside the Purchaser's Country for DRC 4-13

 Design Services 4-17

 Installation and Other Services at DC 4-19

 Installation and Other Services at Disaster Recovery Center 4-22

 Training Charges for training to be imparted abroad... 4-25

 Price Schedule for Installation and Other Services (Common for all)..... 4-26

 Price Schedule for Installation and Other Services (Common for all)..... 4-27

 Price Schedule for Installation and Other Services (Common for all)..... 4-29

 Price Schedule for Installation and Other Services (Common for all)..... 4-30

 Grand Summary..... 4-31

Bid Security and Bid-Securing Declaration..... 4-32

 Bid Security 4-33

 Bid-Securing Declaration 4-34

Manufacturer’s Authorization 4-35

Affiliate Company Guarantee 4-36

Bidder’s Qualification 4-37

 Form ELI – 1: Bidder’s Information Sheet..... 4-37

 Form ELI - 2: Joint Venture Information Sheet 4-38

 Form CON - 1: Historical Contract Nonperformance..... 4-39

 Form EXP - 1: Contractual Experience 4-40

 Form EXP - 2: Technical Experience..... 4-41

 Form FIN - 1: Historical Financial Performance 4-42

 Form FIN - 2: Size of Operation (Average Annual Turnover) 4-43

 Form FIN - 3: Cash Flow Capacity 4-44

 Form 4: Curriculum Vitae (CV)..... 4-45



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 acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) 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]
- (d) 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 starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) 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.
- (f) 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.
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (h) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
If there is any conflict of interest, please state details:
 - (i) Parties involved in the conflict of interest: _____
 - (ii) Details about the conflict of interest: _____
- (i) 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.
- (j) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any subcontractors, consultants, subconsultants, manufacturers, service providers 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.²

- (k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates, or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
 (ii) Reason for the ongoing investigation / allegations: _____

- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: _____
 (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
 (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

- (m) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship, or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
 (ii) Court, area of jurisdiction and/or the enforcement agency: _____
 (iii) Resolution [*i.e., dismissed; settled; or convicted/duration of penalty*]: _____
 (iv) Other relevant details [*please specify*]: _____

- (n) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates, or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

² 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 for updates.



If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser’s obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
- (ii) Jurisdiction of the restriction: _____
- (iii) Other relevant details: _____

- (o) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser’s country and/or are not prohibited to receive payments for particular goods or services by 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.
- (p) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.³

Name of Recipient	Address	Reason	Amount
.....
.....

- (q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (h), (j), (k), (l), (m), (n), (o) and (p) of this Letter of Technical Bid.
- (r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].⁴
- (s) 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.
- (t) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (u) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (v) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (w) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. 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).

³ If none has been paid or is to be paid, indicate “None”.

⁴ Use one of the two options as appropriate.



Name _____

In the capacity of _____

Signed _____

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

Date _____



Country of Origin Declaration Form

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin



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 acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) 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]
- (d) 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.

- (e) 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]
- (f) Our Bid shall be valid for a period of [insert validity period as specified in ITB 20.1 of the BDS.] days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (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) At any time, following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates, or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.



- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. 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 (2015, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

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

Date _____



Price Schedules

The Bidder shall complete and submit with its Bid the Price Schedules pursuant to ITB 12 and in accordance with Part 2 Supply Requirements, 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 in 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 Operation and Maintenance cost (AMC, ATS and FMS) for 5 years of the IFMIS Solution should not be less than 30% of total price quoted for IFMIS Solution. If the Price quoted is less than 30% of the total price quoted for IFMIS Solution, the bid will be considered non-responsive.

The bid price shall be 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 Centre

Name of Bidder _____ IFB Number _____ Page ___ of ___

Enterprise Resource Planning (ERP) for Nepal Electricity Authority							FC: Foreign Currency	
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad at 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)	
		Unit	Quantity	FC			FC	LC
				Currency#	Unit Rate	Amount (in USD)		
1	2	3	4	5	6	7 = (4) x (6)	8=7	9
1	ERP Software Component							
1A	Software Licenses - ERP Application							
1	ERP Modules Users	Nos	1300	USD				
2	Payroll and Employee Self Service	Nos	15000	USD				
3	Annual Technical Support for 2nd Year (for 6 months)	Lot	1	USD				
Sub-Total 1A – Software Licenses Application				USD				
1B	Software Licenses – Supporting modules							
1	Language Support	Nos	1	USD				
2	DMS and File Management	Nos	1	USD				
3	Analytics	Nos	1	USD				
4	Pension Management System	Nos.	1	USD				
Sub -Total 1B – Software Licenses Supporting Modules				USD				
1C	Software Licenses – IT							
1	Active Directory/LDAP Solution	Lot	1	USD				
2	Private Cloud Database Life Cycle Management Tool	Lot	1	USD				
3	Virtualization Software	Lot	1	USD				



Enterprise Resource Planning (ERP) for Nepal Electricity Authority							FC: Foreign Currency	
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad at 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)	
		Unit	Quantity	FC			FC	LC
				Currency#	Unit Rate	Amount (in USD)		
1	2	3	4	5	6	7 = (4) x (6)	8=7	9
4	Anti-Virus Software (For all the proposed virtual Machines and Desktops)	As per Solution	1	USD				
5	Server OS License (For all the proposed virtual Machines)	As per Solution	1	USD				
6	Database License (For all the cores and processors of the offered DB Servers cores)	Lot	2	USD				
7	Middleware	Lot	1	USD				
8	Service Desk / Helpdesk Solution (for 15 agents)	Lot	1	USD				
Sub -Total 1C – Software Licenses IT				USD				
2	ERP hardware Component							
2A	Hardware – HCI infrastructure							
1	Database compute Nodes	Lot	1	USD				
2	Web, Application and Other Compute Nodes	Lot	1	USD				
Sub -Total 2A – Hardware HCI infrastructure				USD				
2B	Hardware – Network Devices							
1	Core/Spine Switches	Nos.	2	USD				
2	Distribution/ToR Switches	Nos.	2	USD				
3	Access/Management Switches	Nos.	2	USD				
4	ToR Switches (Border/service Leaf)	Nos.	2	USD				
5	Core Router	Nos.	2	USD				
6	Internet Router	Nos.	2	USD				
Sub -Total 2B – Hardware Network Devices				USD				
2C	Hardware – Other Active Devices							

Enterprise Resource Planning (ERP) for Nepal Electricity Authority							FC: Foreign Currency	
Schedule No.1: IT Products including Mandatory Spares to be supplied from abroad at 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)	
		Unit	Quantity	FC			FC	LC
				Currency#	Unit Rate	Amount (in USD)		
1	2	3	4	5	6	7 = (4) x (6)	8=7	9
1	Server Load Balancer	Nos.	2	USD				
2	Intranet Next Generation-Firewall	Nos.	2	USD				
3	Intranet Intrusion Prevention Solution	Nos.	2	USD				
4	Backup Site - Enterprise-grade server with minimum 10 TB usable storage, expandable up to 40 TB or more through additional disks or enclosures	Nos.	2	USD				
Sub -Total 2C – Hardware Network Devices				USD				
2D	Hardware – Racks, Cables & Jacks							
1	CAT6E Cable, Patch cord, Jacks etc.	As per solution	1	USD				
2	Fibre Optical Cable, Connectors, Patch Cord etc.	As per solution	1	USD				
Sub-Total 2D – Hardware Racks, Cables & Jacks				USD				
Sub Total 1 (Software Component) In USD								
Sub Total 2 (Hardware Component) IN USD								
Total for Schedule 1 (Total of columns 8 and 9 to be carried forward to Schedule 5: Grand Summary)								

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



- 4) Bidders is responsible for implementation of the complete solution any item/solution which is not covered in BOQ but is still required 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.
- 6) The guaranteed procurement of software licenses for ERP Modules Transactional users are 1300 & payroll, and employee self-service users are 15,000. NEA may procure more than 1300 ERP Modules Transactional users upto 15% (1495) as per requirement. For any additional procurement of Licenses, NEA will have liberty to order additional Licenses up to the quantity for ERP transactional users, specified in the BOQ at the unit rates of items quoted in this schedule during the first 3 years of total contract duration.
- 7) For 1C Software licenses - IT the cost quoted should include the ATS for 2 years (Implementation period).

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)



Schedule 3: Design Services

Enterprise resource planning (ERP) for Nepal Electricity Authority

Schedule 3: Design Services

Item No.	Item Description	No. of resources /lot	Unit Prices		Total Prices			
			Local Currency Portion	Foreign Currency Portion	Foreign Currency	LC	FC	
			Quantity	Unit Rate	NRs	Foreign Currency	LC	FC
1	2	3	4	5	6	7	8=3x4x6	9=3x4x7
1	ERP Implementation Services	1	1	Lumpsum + Cost of 1a to 1g				
1a	Team Leader/ Project Management expert	1	2	Years				
1b	Asst. Project Manager	1	2	Years				
1c	Change Management Expert	1	1	Years				
1d	Infrastructure Expert	1	2	Years				
1e	Database Administrator	1	2	Years				
1f	System Administrator	1	2	Years				
1g	Functional Lead for each of the ERP module	5	2	Years				
2	Data Migration	1	1	Lumpsum				
Total (Total of columns 8 and 9 to be carried forward to Schedule No. 5: Grand Summary)								

- 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:
Signature of Bidder:
(Printed Name)
(Designation)
(Common Seal)

Date:



Schedule 4(a): Installation and Other Services at Data Centre

Enterprise resource planning (ERP) for Nepal Electricity Authority							
Schedule No. 4: Installation and Other Services at Data Centre							
(a): Configuration Cost							
Sl. No.	Item Description	Installation Charges					
		Country of Origin	Type & Designation	Unit	Qty.	Portion in Nepalese Currency (in NPR)	
						Unit Rate	Total Charges
1	2	3	4	5	6	7	8=7x6
1	ERP Software Component	Unit.	Qty.				
1A	Software Licenses - IFMIS Application - Included in DC Cost						
1	ERP Modules Users	Nos	0				
2	Payroll and Employee Self Service	Nos	0				
3	Annual Technical Support for 2nd Year (6 months)	Lot	0				
	Sub-Total 1A - Software Licenses Application						
1B	Software Licenses - Supporting modules						
1	Language Support	Nos	0				
2	DMS and File Management	Nos	0				
3	Analytics	Nos	0				
4	Pension Management System	Lot	0				
	Sub -Total 1B - Software Licenses Supporting Modules						
1C	Software Licenses - IT						
1	Active Directory/LDAP Solution	Lot	0				
2	Private Cloud Database Life Cycle Management Tool	Lot	0				
3	Virtualization Software	Lot	0				
4	Anti-Virus Software (For all the proposed virtual Machines and Desktops)	As per Solution	0				
5	Server OS License (For all the proposed virtual Machines)	As per Solution	0				
6	Database License (For all the cores and processors of the offered DB Servers cores)	Lot	0				
7	Middleware	Lot	0				
8	Service Desk / Helpdesk Solution (for 15 agents)	Lot	0				



Sub -Total 1C - Software Licenses IT						
2	ERP hardware Component					
2	Hardware - HCI infrastructure					
A	Hardware - HCI infrastructure					
1	Database compute Nodes			Nos	1	
2	Web, Application and Other Compute Nodes			Nos	1	
Sub -Total 2A - Hardware HCI infrastructure				NPR		
2	Hardware - Network Devices					
B	Hardware - Network Devices					
1	Core/Spine Switches			Nos.	2	
2	Distribution/ToR Switches			Nos.	2	
3	Access/Management Switches			Nos.	2	
4	ToR Switches (Border/service Leaf)			Nos.	2	
5	Core Router			Nos.	2	
6	Internet Router			Nos.	2	
Sub -Total 2B - Hardware Network Devices				NPR		
2	Hardware - Other Active Devices					
C	Hardware - Other Active Devices					
1	Server Load Balancer			Nos.	2	
2	Intranet Next Generation-Firewall			Nos.	2	
3	Intranet Intrusion Prevention Solution			Nos.	2	
4	Backup Site - Enterprise-grade server with minimum 10 TB usable storage, expandable up to 40 TB or more through additional disks or enclosures			Nos.	2	
Sub -Total 2C - Hardware Network Devices				NPR		
2	Hardware - Racks, Cables & Jacks					
D	Hardware - Racks, Cables & Jacks					
1	CAT6E Cable, Patch cord, Jacks etc.			As per solution	1	
2	fibre Optical Cable, Connectors, Patch Cord etc.			As per solution	1	

Sub-Total 2D - Hardware Racks, Cables & Jacks				NPR		
	-					
Total for Schedule 4(a)						
Total for Schedule 4(a)						
(Total of column 8 to be carried forward to Schedule 5: Grand Summary)						

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:
Signature of Bidder:
(Printed Name)
(Designation)
(Common Seal)

Date:



Schedule 4(b): Training Charges for training to be imparted abroad

Enterprise resource planning (ERP) for Nepal Electricity Authority								
Schedule No. 4: Installation and Other Services <i>(Common for all)</i>								
(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 = 5 x 6 x 8
1	Training & Change Management Cost	Sensitization Training		15	9	USD		
		IT Users Training		15	9	USD		
	Total for Schedule 4(b) (Total of column 9 to be carried forward to Schedule 5: Grand Summary)					USD		

1) SI shall conduct abroad training to the owner's employees as described in BOQ. All the expenses including training cost, airfare, hotel accommodation, food and incidental allowances (at least USD 150 per person per day) etc. shall be provided by the SI and has to include in the financial quote.

2) 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)

Schedule 4(c): Price Schedule for Installation and Other Services (Common for all)

Enterprise resource planning (ERP) for Nepal Electricity Authority							
Schedule No. 4: Installation and Other Services <i>(Common for all)</i>							
(c): Training Charges for training to be imparted to Purchaser's Personnel by Bidder's Instructor in Nepal							
Sl. No.	Description	Item for which training is to be imparted	No. of training days	Nos. of Trainee	Training Charges for Contractors Trainers		
					Currency	Unit rate	Total Training Charges
1	2	3	4	5	6	7	8= 4x 5x7
1	Training & Change Management Cost	On-the-Job training for IFMIS	5	1300	USD		
		Application Admin	5	35	USD		
		Functional and Configuration training to Power Users	5	60	USD		
Total for Schedule 4(c) (Total of column 8 to be carried forward to Schedule 5: Grand Summary)						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)

NOTE: Conveyance charges and accommodation for the Instructor (Trainer) and Training material for the Trainees along with one time lunch shall be included in the prices quoted by the bidder. However, arrangements for trainees and premises for conducting the training shall be arranged by Purchaser.

Schedule 4(d): Price Schedule for Installation and Other Services (Common for all)

Enterprise resource planning (ERP) for Nepal Electricity Authority					
Schedule No. 4: Installation and Other Services <i>(Common for all)</i>					
(d): Maintenance Charges					
Sl. No	Description	Unit	Qty.	Total Maintenance Charges	
				Currency	Total Maintenance Charges
1	2	3	4	5	6
A	Annual Technical Support for System Software				
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	
	Sub-Total ATS Cost				
B.	Annual Maintenance Contract services for System Hardware				
1	Annual Maintenance contract for hardware supplied during 1st 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	
	Sub Total AMC				
	Total for Schedule 4(d) (Total of column 6 to be carried forward to Schedule 5: Grand Summary)				

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)



Schedule 4(f): Price Schedule for Installation and Other Services (Common for all)

Enterprise resource planning (ERP) for Nepal Electricity Authority					
Schedule No. 4: Installation and Other Services <i>(Common for all)</i>					
(f) Type Test Charges for Type Tests to be conducted in Nepal.					
Sl. No.	Description of Tests		Testing Location	Test Charges	
				Currency #	Amount
1	2		3	4	5
1	ERP Solution Audit	OEM Audit	Nepal	USD	
c	Total of Type Tests charges (Total of column 5 to be carried forward to Schedule 5: Grand Summary)				

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)

Schedule 4(g): Price Schedule for Installation and Other Services (Common for all)

Enterprise resource planning (ERP) for Nepal Electricity Authority							
Schedule No. 4g: Facility Management Services							
Item No.	Description	Number of Units in each set	Total No. of Sets to be provided	Unit Price	Total Price	Remarks	
1	2		3	4	5		
1	FMS for 1st Year after Go-Live declaration	Lot	1				
2	Handholding support for 12 months after Go-Live declaration	Lot	1				
3	FMS for 2nd Year after Go-Live declaration	Lot	1				
4	FMS for 3rd Year after Go-Live declaration	Lot	1				
5	FMS for 4th Year after Go-Live declaration	Lot	1				
6	FMS for 5th Year after Go-Live declaration	Lot	1				
Total for FMS Charges (Total of column 5 to be carried forward to Schedule 5: Grand Summary)							

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)

Grand Summary

Enterprise resource planning (ERP) for Nepal Electricity Authority			
Schedule No. 5: Grand Summary			
Sl. No.	Description	Total Price Foreign (USD)	Total Price Local (NPR)
		1	2
1	TOTAL SCHEDULE NO. 1		
	IT Products including Mandatory Spares to be supplied from abroad for Data Centre		
2	TOTAL SCHEDULE NO. 3		
	Design Services		
3	TOTAL SCHEDULE NO. 4		
	(a) Installation and construction charges for Data 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		
	Total		
	GRAND TOTAL [1+2+3]		

Name _____

In the capacity of _____

Signed _____

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

Date _____



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]*⁵

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) 28 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 indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.⁶

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

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

⁶ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.



Bid-Securing Declaration

(Not Applicable)



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.

The OEM should have Service Level Agreement (SLA) based support for offered products & related issues. The support should be available on 24x7x365 basis with Technical Assistance Centers (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.

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).

**The Bidder should not provide multiple MAFs for single product, i.e., one (1) MAF for one (1) product.*



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 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:	Signed by:
(signature)	(signature)
.....
(name)	(name)
.....
(position in parent/subsidiary company)	(position in parent/subsidiary company)

Date:

-- Note --

If permitted in accordance with ITB 34.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Purchaser in determining its qualifications.



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

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/ registration			
Year of constitution/ incorporation/ registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 			



Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information		
Bidder's legal name		
		Information of Joint Venture Partner
		If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)	
	Full trading name(s) (if any)	
Addresses	Registered address(es)	
	Trading address (es)	
	Postal address (es) (if different from trading address)	
Type of organization		
Country of constitution/ incorporation/ registration		
Year of constitution/ incorporation/ registration		
Corporate or registration number		
Joint Venture Partner's authorized representative information <small>(name, address, telephone number(s), fax number(s) and e-mail address)</small>		
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 Authorization to represent the firm named above, in accordance with ITB 22.2 In the case of a government-owned enterprise, in accordance with ITB 4.5 		



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.

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: _____

2. Table 1: History of Nonperforming Contracts			
<p>Choose one of the following:</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 partner if Bidder is a Joint Venture).</p>			
Year	Description	Amount of Nonperformer Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
2. <i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> 3. Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	4. <i>[insert amount]</i>	5. <i>[insert amount]</i>
3. Table 2: Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.</p> <p><input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	Contract Identification, as applicable: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert street/city/country]</i> 6. Matter of Dispute, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[indicate full description of dispute]</i> 7. Party who initiated the dispute: <i>[indicate "Purchaser" or "Contractor"]</i> Status: <i>[indicate status of dispute]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.



Form EXP - 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Contractual Experience	
Contract No of	Contract Identification
Award Date	Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor
Total Contract Amount	\$
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 2.3 and 1.1 of Section 3 (Evaluation and Qualification Criteria)	

- Note -

This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.



Form EXP - 2: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3. and 1.1 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.	

- Note -

This form shall only be included if Criterion 2.3.2 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

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

Most Recent Working Capital		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

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- 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:
- 1) Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries, or affiliates.
 - 2) Historical financial statements must be audited by a certified accountant.
 - 3) Historical financial statements must be complete, including all notes to the financial statements.
 - 4) 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 partner of a Joint Venture for the total certified payments received from the clients for contracts 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
Average Annual Turnover			

- Note -

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



Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,⁷ 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.

⁷ 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>12. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</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:

- | | Yes | No |
|--|--------------------------|--------------------------|
| I, the undersigned, certify to the best of my knowledge and belief– | | |
| (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*
<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"/> |
| (vii) I am sanctioned (not eligible for engagement) by ADB. | <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.



HR Declaration on Proposed Resources English Language proficiency

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, bidder must provide resources with fluency in English language (Verbal and written).

We certify that all the proposed resources as mentioned in below table are fluent in English language in both Verbal and written communication.

Designation and Name of all proposed resources –

1. _____

2. _____

3. _____

n. _____

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

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

Name: *[insert complete name of person signing the 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)*



Section 5: Eligible Countries

Eligible Countries are limited to all ADB members listed at www.adb.org/about/members, other than any restrictions arising from ITB 4.8.

