



नेपाल पुनर्बीमा कम्पनी लिमिटेड

(नेपाल सरकारको स्वामित्वमा स्थापित)

Nepal Reinsurance Co. Ltd. (Nepal Re.)

(An undertaking of Nepal Government)

नेपाल बीमा प्राधिकरणबाट इजाजत प्राप्त

BIDDING DOCUMENT

for

The Procurement of
Supply, Delivery, Installation, Customization, Testing and
Commissioning of Reinsurance Management System

International Competitive Bidding (ICB)

Office Name: Nepal Re-Insurance Company Limited

Issued on: 10th June 2026

Issued to: All Eligible Bidders

Invitation for Bids No.: ***NRIC/ICB/Goods/2082/83-01 (Re)***

ICB No.: 1

Contract Identification No.: ***NRIC/ICB/Goods/2082/83-01 (Re)***



Abbreviations

BDS.....	Bid Data Sheet
BD	Bidding Document
DCS.....	Delivery and Completion Schedule
DP	Development Partner
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN ¹	Government of Nepal
ICC.....	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NCB	National Competitive Bidding
Nepal Re	Nepal Re-insurance company Limited
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SR	Schedule of Requirements
TS.....	Technical Specifications
VAT	Value Added Tax



Table of Contents

Invitation for Bids

PART 1 – Bidding Procedures

Section I. Instructions to Bidders	6
Section II. Bid Data Sheet	42
Section III. Evaluation and Qualification Criteria.....	48
Section IV. Bidding Forms.....	62

PART 2 – Supply Requirements

Section V. Schedule of Requirements	87
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PART 3 – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract.....	97
Section VII. Special Conditions of Contract	117
Section VIII. Contract Forms	125



Invitation for Bids

Nepal Re-insurance Company Limited (Nepal Re)
Thapathali, Kathmandu
(A Government of Nepal Undertaking)

Date of publication: 12th June 2026

Invitation for Bids No: NRIC/ICB/Goods/2082/83-01 (Re)

1. *Nepal Re-insurance Company Limited* intends to procure a modern Reinsurance Management System (RMS) to automate and streamline its treaty, facultative, claims, accounting, and regulatory reporting processes for both non-life and life reinsurance business and Bidding is open to all eligible Bidders from all countries.
2. The *Nepal Re-insurance Company Limited* invites *electronic* bids from eligible bidders for the procurement of *Supply, Delivery, Installation, Customization, Testing and Commissioning of Reinsurance Management System* under **International Competitive Bidding – Single Stage Two Envelope**.
3. Under the Single Stage, Two Envelope Procedure, Bidders are required to submit the bids electronically from www.bolpatra.gov.np/egp following the procedural guidelines of PPMO.
4. Eligible Bidders may obtain the bidding documents from the office of Nepal Re-insurance Company Limited, Thapathali, Kathmandu or download them from www.bolpatra.gov.np/egp or *Website*; <https://nepalre.com.np/en>. The cost of the bidding document is NPR 5,000.00 (non-refundable) and shall be deposited in the following account number;
Name of the Bank: **Rastriya Banijya Bank Ltd.**
Name of Office: Nepal Re-insurance Company Limited
Office Account no.: **1430100002535001**
5. Pre-bid meeting shall be held at *Nepal Re-insurance Company Limited, Thapathali, Kathmandu* on **22nd June 2026 at 13:00 PM.**
6. Electronic bids must be submitted through PPMO's e-GP system www.bolpatra.gov.np/egp on or before **12:00** on **2nd July, 2026**. Bids received after this deadline will be rejected.
7. The bids will be opened in the presence of Bidders' representatives who choose to attend at **13:00 PM** on **2nd July, 2026** at the office of *Nepal Re-insurance company limited*. Bids must be valid for a period of **120 days** from the date of bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of **US\$. 6,300.00 or equivalent NPR** which shall be valid for 30 days beyond the validity period of the bid. If due to certain reasons, bid submission date is extended, the validity of the bid and bid security shall be extended accordingly without which bid shall be rejected.
8. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid and bid security shall remain the same as specified for the original last date of bid submission.



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9. 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.

 10. The bid process related to this bid before performed are considered null and void.



Section I. Instructions to Bidders

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

Table of Clauses

A. General	8
1. Scope of Bid	8
2. Source of Funds	8
3. Fraud and Corruption	8
4. Eligible Bidders	11
5. Eligible Goods and Related Services	13
6. Site Visit	13
B. Contents of Bidding Document	13
7. Sections of the Bidding Document	13
8. Clarification of Bidding Document/Pre-bid meeting	14
9. Amendment of Bidding Document	14
C. Preparation of Bids	15
10. Cost of Bidding	15
11. Language of Bid	15
12. Documents Comprising the Bid	15
13. Bid Submission Letter and Price Schedules	16
14. Alternative Bids	16
15. Bid Prices and Discounts	16
16. Currencies of Bid	19
17. Documents Establishing the Eligibility of the Bidder	20
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	20
19. Documents Establishing the Qualifications of the Bidder	20
20. Period of Validity of Bids	22
21. Bid Security	22
22. Format and Signing of Bid	24
D. Submission and Opening of Bids	24
23. Sealing and Marking of Bids	25
24. Deadline for Submission of Bids	28



25. Late Bids	29
26. Withdrawal, or Modification of Bids	29
27. Bid Opening	30
E. Evaluation and Comparison of Bids	32
28. Confidentiality	32
29. Clarification of Bids	33
30. Deviations, Reservations, and Omissions	33
31. Examination of Technical Bid	33
32. Determination of Responsiveness of Technical Bid	34
33. Non-material Non-conformities	35
34. Qualification of the Bidder	35
35. Examination of Price Bid	36
36. Correction of Arithmetical Errors	36
37. Conversion to Single Currency	36
38. Goods manufactured in Nepal to be produced	36
39. Evaluation and Comparison of Price Bids	37
40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	38
F. Award of Contract	38
41. Award Criteria	38
42. Purchaser's Right to Vary Quantities at Time of Award	38
43. Notification of Intention to Award	38
44. Performance Security	39
45. Signing of Contract	39
43. Complaint and Review	40



Section I. Instructions to Bidders

A. General

1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids <i>indicated in the Bid Data Sheet (BDS)</i>, the Purchaser as <i>indicated in the BDS</i> issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification, and number of contracts (packages/lots) are <i>indicated in BDS</i>.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none">(a) the term “in writing” means communicated in written form with proof of receipt;(b) if the context so requires, singular means plural and vice versa; and(c) “day” means calendar day.
2. Source of Funds	<p>2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) <i>indicated in the BDS</i> for which this Bidding Document is issued.</p> <p>Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) <i>indicated in the BDS</i> toward the cost of the project <i>named in the BDS</i>. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
3. Fraud and Corruption	<p>3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this;:</p>



	<p>(a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:</p> <ul style="list-style-type: none">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/DP’s contractual rights of audit or access to information; and(vi) “integrity violation” is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard. <p>(b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;</p>
	<p>(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.</p> <p>(d) DP will impose remedial actions on a firm or an individual, at any time,</p>



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



	<p>3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, may be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP including credit information bureau of Nepal.</p> <p>3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.</p>
	<p>3.6 Furthermore, Bidders shall be aware of the provisions of GCC 34.1(c).</p>
<p>4. Eligible Bidders</p>	<p>4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any <i>specified in the BDS</i>.</p> <p>4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of partners in JV shall be as specified in BDS. In the case of a JV:</p> <ul style="list-style-type: none">(a) all parties to the JV shall be jointly and severally liable; and(b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. <p>4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none">(a) have controlling shareholders in common;(b) receive or have received any direct or indirect subsidy from any of them;(c) have the same legal representative for purposes of this Bid;(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process;



	<ul style="list-style-type: none">(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.(g) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity. <p>4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.</p> <p>4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>4.7 Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none">(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.(b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	<p>4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.</p> <p>4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance</p>



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

B. Contents of Bidding Document

<p>7. Sections of the Bidding Document</p>	<p>7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Requirements
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	<p style="text-align: center;">PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none">• Section VI. General Conditions of Contract (GCC)• Section VII. Special Conditions of Contract (SCC) <p style="text-align: center;">Section VIII. Contract Forms</p> <p>7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids.</p> <p>7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p> <p>7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document</p>
<p>8. Clarification of Bidding Document/ Pre-bid meeting</p>	<p>8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <i>indicated in the BDS</i> or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit <i>specified in the BDS</i> prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.</p> <p>8.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date, and time as <i>specified in the BDS</i> to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.</p>
<p>9. Amendment of Bidding Document</p>	<p>9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p>



	<p>9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.</p>
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C. Preparation of Bids

10. Cost of Bidding	<p>10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
11. Language of Bid	<p>11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <i>specified in the BDS</i>. 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 <i>specified in the BDS</i>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
12. Documents Comprising the Bid	<p>12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3, both envelopes enclosed together in an outer single envelope.</p> <p>12.2 The Technical Bid shall comprise the following:</p> <ul style="list-style-type: none">(a) Letter of Technical Bid;(b) Bid Security in accordance with ITB 21;(c) alternative technical bids, at Bidder's option and if permissible, in accordance with ITB 14;(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;(f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;



	<p>(g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and</p> <p>(h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO, required in the BDS.</p> <p>12.3 The Price Bid submitted by the Bidder shall comprise the following:</p> <p>(a) Price Bid Submission Letter and the applicable Price Schedules, in accordance with ITB 13, ITB 15, and ITB 16;</p> <p>(b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 14; and</p> <p>(c) any other document required in the BDS.</p> <p>12.4 The Bidder is solely responsible for the authenticity of the submitted documents.</p> <p>12.5 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing such material financial information shall be declared non-responsive.</p>
13. Bid Submission Letter and Price Schedules	<p>13.1 The Bidder shall submit the Technical Bid Submission Letter and the Price Bid Submission Letter using the form furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>13.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.</p>
14. Alternative Bids	<p>14.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p>
15. Bid Prices and Discounts	<p>15.1 The prices and discounts quoted by the Bidder in the Letter of Price bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>15.2 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount, and the expected countries of origin of the Goods to be supplied under the contract.</p> <p>15.3 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be</p>



included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 39.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

15.4 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.

15.5 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The discount and methodology for its application shall be quoted in Letter of Price Bid.

15.6 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.**

15.7 Prices shall be quoted as specified in each Price Schedule included in **Section IV, 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. Prices shall be entered in the following manner:

For Goods manufactured in Nepal:

- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties, Value Added Tax and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
- (ii) Value Added Tax and all other taxes applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;
- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (iv) the total price for the item.



For Goods manufactured outside Nepal, to be imported:

- i. the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), named place of destination as **specified in the BDS;**
- ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- iii. in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FOB port of shipment (or FCA, as the case may be) or CPT (named place of destination), if so **specified in the BDS;** and
- iv. the total price for the item.

(c) For Goods manufactured outside Nepal, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;



	<ul style="list-style-type: none">(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS; and(vi) the total price for the item. <p>(d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <ul style="list-style-type: none">(i) the local currency cost component of each item comprising the Related Services; and(ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, Value Added Tax and other taxes applicable in the Purchaser's country, payable on the related services, if the contract is awarded to the Bidder. <p>15.8 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 non responsive and shall be rejected, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero</p> <p>15.9 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 15.7, provided the Price Bids for all lots are submitted and opened at the same time.</p>
16. Currencies of Bid	<p>16.1 Bid prices shall be quoted in the following currencies:</p> <ul style="list-style-type: none">(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



	<p>accordingly but shall use no more than three currencies in addition to the Nepalese currency.</p> <p>(b) All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.</p>
<p>17. Documents Establishing the Eligibility of the Bidder</p>	<p>17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <p>(a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and</p> <p>(b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.</p> <p>(c) submit the copy of the documents as <i>specified in Section III, Evaluation and Qualification Criteria</i>.</p>
<p>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</p>	<p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.</p> <p>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.</p> <p>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.</p> <p>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other</p>



	<p>standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.</p>
<p>19. Documents Establishing the Qualifications of the Bidder</p>	<p>19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III (Evaluation and Qualification Criteria). The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified.</p> <p>19.2 If so <i>required in the BDS</i>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.</p> <p>19.3 If so <i>required in the BDS</i>, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:</p> <ul style="list-style-type: none">a. Name and address of the Agent/Representative,b. The Agent/Representative providing type of services,c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,d. Other agreement with Agent/Representative, if any,e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", <p>If the agent has not been appointed:</p> <ul style="list-style-type: none">a. Source of information about tender invitation,b. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,



	<p>c. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,</p> <p>d. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.</p> <p>19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.</p>
<p>20. Period of Validity of Bids</p>	<p>20.1 Bid shall remain valid for a period <i>specified in the BDS</i> after the bid submission deadline date prescribed by the purchaser. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.</p>
<p>21. Bid Security</p>	<p>21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as <i>specified in the BDS</i>. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p> <p>21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p>



- (a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;
- (b) original copy of an unconditional bank guarantee from commercial foreign bank or;
- (c) original copy of cash deposit voucher in the Purchaser 's Account as *specified in BDS*.

In case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

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

- 21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and substantially compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.
- 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder's' furnishing of the required performance security and signing of the Contract Agreement pursuant to ITB 44.1 and 45.1.
- 21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 21.6 The Bid Security may be forfeited:
- (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2
 - (i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission;



	<p>(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.</p> <p>(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;</p> <p>(d) the successful Bidder fails to:</p> <ul style="list-style-type: none">(i) furnish a performance security in accordance with ITB 44.1;(ii) sign the Contract in accordance with ITB 45.1; or(iii) accept the correction of arithmetical errors pursuant to clause 36. <p>21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).</p>
<p>22. Format and Signing of Bid</p>	<p>22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 12 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or online forms files as specified in ITB Clause 23.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).</p> <p>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 <i>specified in the BDS</i> and shall be attached to the Bid. The name and</p>



	<p>position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
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D. Submission and Opening of Bids

23. Sealing and Marking of Bids	<p>23.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting bids by mail, by hand or by Courier shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL TECHNICAL BID”, “ORIGINAL – PRICE BID”, “ALTERNATIVE” and “COPY No..... – TECHNICAL BID” and “COPY NO..... PRICE BID” as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause.</p> <ol style="list-style-type: none">i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline.ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system.iii. The registered bidders need to maintain their profile data required during preparation of bids.iv. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid.v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint
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venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration.

- vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.
- vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

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

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



12.	Delivery and Completion Schedule	Mandatory	PDF or Online Forms
13.	Additional documents] specified in ITB 12.2 (h)	Mandatory (If any)	PDF

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

No.	Document	Requirement	Remarks
1.	Letter of Price Bid	Mandatory	PDF
2.	Completed Price Schedule	Mandatory	Online Forms
3.	Additional Documents specified in ITB 12.3 (c)	Mandatory (If any)	PDF

Note:

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

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

- viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.
- ix. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.
- x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.
- xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;



	<p>aa) The e-submitted bids must be readable through PDF reader.</p> <p>bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</p> <p>cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p> <p>23.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none">(a) bear the name and address of the Bidder;(b) be addressed to the Purchaser in accordance with ITB 24.1; and(c) bear the specific identification of this bidding process indicated in BDS 1.1. <p>23.3 The outer envelope and the inner envelope containing Technical Proposal shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 27.1.</p> <p>23.4 The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7</p> <p>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.</p>
<p>24. Deadline for Submission of Bids</p>	<p>24.1 Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i>. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> <p>24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be</p>



	<p>subject to the deadline as extended. However, the time available to submit bids shall not be less than five (5) days since amendment in bidding document.</p>
25. Late Bids	<p>25.1 The Purchaser shall not consider any Bid - Technical or Price - that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
26. Withdrawal, or Modification of Bids	<p>26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Once a Bid is withdrawn, bidder shall not be able to submit another bid for this bidding process. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p><u>GoN Funded:</u></p> <ul style="list-style-type: none">(i) Bids submitted in hard Copy<ul style="list-style-type: none">a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:<ul style="list-style-type: none">(aa) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and(bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24. <p><u>DP Funded:</u></p> <p>Bidders may withdraw or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2. The corresponding modification of the Bid must accompany the respective written notice. All notices must be</p> <ul style="list-style-type: none">(aa) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” and “MODIFICATION;” and(bb) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24. <p>ii) E-submitted bids.</p> <ul style="list-style-type: none">a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid



	<p>is withdrawn, bidder shall not able to submit another bid for the same bid.</p> <p>26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process.</p> <p>26.3 The following provisions apply for withdrawal or modification of the Bids:</p> <p><u>GoN Funded</u></p> <p>(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p> <p>(ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension there of.</p> <p><u>DP Funded</u></p> <p>No Bid may be withdrawn or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.</p> <p>26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.</p> <p>26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.</p> <p>26.6 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.</p>
27. Bid Opening	<p>27.1 The Purchaser's bid opening committee shall conduct the opening of Technical Bids in public in the presence of bidder or its representative who choose to attend at the address, date and time <i>specified in the BDS</i>. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid</p>



and Price Bid are submitted together in one envelope, the Employer shall reject the entire Bid.

27.2 The opening committee shall download the e-submitted Technical Bid files. The e-procurement system allows the Purchaser to download the e-submitted Technical Bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid Opening Committee.

27.3 Electronically submitted Technical Bid shall be opened at first in the same time and date as *specified above*. Electronic Bids shall be opened one by one and read out. The e-submitted Technical Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.

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

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

27.6 The opening committee shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the



record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

27.7 At the end of the evaluation of the Technical Bids, the purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the purchaser. Bidders shall be given at least 15 days' notice for the opening of Price Bids.

27.8 The purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

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

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

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the purchaser may consider appropriate.

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

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



E. Evaluation and Comparison of Bids

28. Confidentiality	<p>28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 43.1.</p> <p>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.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
29. Clarification of Bids	<p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Technical and Price Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 36. In case of e-submission of bid, upon notification from the purchaser, the bidder shall also submit the original of documents comprising the Technical and Price Bids as per ITB 12.2 and ITB 12.3 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the purchaser's request for clarification, its Bid may be rejected.</p>
30. Deviations, Reservations, and Omissions	<p>30.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none">(a) "Deviation" is a departure from the requirements specified in the Bidding Document;(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.



31. Examination of Technical Bid	<p>31.1 The purchaser shall examine the Technical Bid to confirm that all documents and technical information requested in ITB 12.2 have been submitted. If any of these documents or information (except alternative Technical Bid which is optional) is missing, the bid shall be rejected.</p> <p>31.2 In case of e-submission bids, the Employer shall confirm that all the documents and information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.</p>
32. Determination of Responsiveness of Technical Bid	<p>32.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Technical Bid itself, as defined in ITB 12.2.</p> <p>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,</p> <ul style="list-style-type: none">(a) if accepted, would:<ul style="list-style-type: none">(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. <p>32.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.</p> <p>32.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>32.5 In case of e-submission bids, the purchaser evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 29.1, the bid shall not be considered for further evaluation.</p> <p>32.6 In Case, a corruption case is being filed to Court against the Natural Person</p>



	<p>or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p> <p>32.7 Except in case of e-submission, the Financial Bid of the bidder, which is evaluated as substantially non-responsive in technical bid, shall be returned to the respective bidders.</p>
33.Non-material Non-conformities	<p>33.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.</p> <p>33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.</p> <p>33.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.</p> <p>33.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.</p>
34.Qualification of the Bidder	<p>34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p>



	<p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.1.</p> <p>34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p>
35.Examination of Price Bids	<p>35.1 The purchaser shall examine the Price Bid to confirm that all documents and financial information requested in ITB 12.3 have been submitted. If any of these documents or information (except alternative Price Bid which is optional) is missing, the bid shall be rejected.</p> <p>35.2 In case of e-submission bids, the purchaser shall confirm that all the documents and financial information requested in ITB 23.1 have been submitted. If any of these documents or information is missing, the bid shall be rejected.</p>
36.Correction of Arithmetical Errors	<p>36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none">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; andc) If there is a discrepancy between the bid price in the Summary of price schedule and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of price schedule will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; andd) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above. <p>36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfeited.</p>



37 Conversion to Single Currency	37.1 For evaluation and comparison of Price Bids, all bid prices expressed in the amounts in various currencies shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the on the date specified in the BDS .
38. Goods manufactured in Nepal to be procured	38.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be preferred in the evaluation of the Bids as specified in BDS . 38.2 for granting such preference pursuant to 38.1, the bidder must submit the country of origin issued by competent authority.
39.Evaluation and Comparison of Price Bids	39.1 The Purchaser shall evaluate and compare all substantially responsive Bids to determine the lowest evaluated bid. 39.2 To evaluate a Price Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted. 39.3 To evaluate a Price Bid, the Purchaser shall consider the following: <ul style="list-style-type: none">(a) the bid price as quoted in accordance with ITB 15 as specified in BDS;(b) adjustment for correction of arithmetic errors in accordance with ITB 36.1;(c) adjustment due to discounts offered in accordance with ITB 15.7;(d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;(e) adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in Section III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III; and(f) adjustment due to the application of a margin of preference in accordance with ITB clause 38. 39.4 The Purchaser's evaluation of a bid will exclude and not take into account:



	<p>(a) in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;</p> <p>(b) in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</p> <p>39.5 If this Bidding Document allows Bidders to quote separate prices for different lots/packages, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>39.6 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>40.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>40.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>

F. Award of Contract

<p>41.Award Criteria</p>	<p>41.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
<p>42.Purchaser's Right to Vary Quantities at Time of Award</p>	<p>42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages <i>indicated in the BDS</i>, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.</p>
<p>43.Notification of Intention to Award</p>	<p>43.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 41.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her</p>



	<p>bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>43.2 If no bidder submits an application pursuant to ITB 46.1 within a period of seven days of providing the notice under ITB 43.1, the Purchaser shall accept the bid selected in accordance with ITB 41.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.</p> <p>43.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
44. Performance Security	<p>44.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, as specified below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal using Sample Form for the Performance Security included in Section VII (Contract Forms or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.</p>
	<p>44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security and black listing. In that event the Purchaser shall award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>



<p>45. Signing of Contract</p>	<p>45.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 44.</p> <p>45.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the <i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i>. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot/package numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract Price.</p> <p>45.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 43.1, requests in writing the grounds on which its bid was not selected.</p> <p>45.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 45.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p>
<p>46. Complaint and Review</p>	<p>46.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in opening of the price bid or the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of providing the notice under ITB 27.8 and ITB 43.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>46.2 An application filed after the deadline pursuant ITB 46.1 shall not be processed.</p> <p>46.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 46.1:</p> <ul style="list-style-type: none">(a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or(b) whether or not to reject a application.



No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value *as stated in BDS*.

- 46.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 46.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 46.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 46.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.
- 46.5 Late application filed after the deadline pursuant to ITB 46.4 shall not be processed.
- 46.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 46.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 46.3.
- 46.7 Within three (3) days of receipt of the notification pursuant to ITB 46.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.
- 46.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 46.4.
- 46.9 The Bidder, filing application pursuant to ITB 46.4, shall have to furnish a cash amount or Bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law *as stated in BDS* with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 46.4. Application filed without furnishing the security deposit shall not be processed.
- 46.10 If the claim made by the Bidder pursuant to ITB 46.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 46.9, within seven (7) days of such decision made.
- 46.11 If the claim made by the Bidder pursuant to ITB 46.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 46.9 shall be forfeited.



Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids (IFB) is: NRIC/ICB/Goods/2082/83-01 (Re)
ITB 1.1	Name of the Purchaser: Nepal Re-insurance Company Limited
ITB 1.1	Name and Identification number of the Contracts (Packages/Lots): NRIC/ICB/Goods/2082/83-01 (Re)
ITB 2.1	Source of Fund: Internal Resources Name of contract/s: Supply, Delivery, Installation, Customization, Testing and Commissioning of Reinsurance Management System
ITB 4.1	Bidders from the following countries are not eligible: Not Applicable
ITB 4.2	Maximum number of partner in a joint venture shall be: 3 (three) . Participation in Joint Venture (JV) or Consortium: Bidder may submit Bid in Joint venture or consortium. In such case, all of the parties shall be jointly and severally liable to the Nepal Re for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Consortium or JV. A bidder can submit only one bid either as a partner of the Consortium or individually. The JV or Consortium agreement among all the members shall be submitted at the time of bid submission. The agreement shall include roles and responsibilities of all the members. The composition of the JV or Consortium shall not be altered without the prior consent of the Purchaser. The JV or consortium shall comply with all the qualification criteria mentioned in the Section III: EQC.
ITB 4.4	A list of debarred firms is available at www.ppmo.gov.np



ITB 4.9	<ol style="list-style-type: none">1. Domestic Bidder shall submit PAN and VAT Certificates and Tax clearance certificate or proof of submission of income return for Fiscal Year 2081-2082.2. The foreign Bidder responsible for supply and delivery of goods shall submit Certificate of Incorporation/Certificate of Registration3. The foreign Bidder responsible for Services to be rendered inside Nepal shall declare to submit PAN and VAT Certificates at the time of contract.4. Statement and disclosure of local agent/representative as specified in ITB 19.45. A foreign bidder wishing to have or already having a local agent should state the following: 1. Name and address of the agent / representative, Agreement with agent / representative, if any.6. Other requirements regarding agent shall be as mentioned in ITB Clause 177. Resident foreign bidder shall submit PAN/VAT registration certificate and tax clearance certificate or proof of submission of income return for fiscal year 2081/82 at the time of bid submission.
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: Not Applicable
B. Bidding Document	
ITB 8.1	For clarification purposes only, the Purchaser's address is: Attention: Pralhad Bhakta Pandey, General Service Department Name of the Purchaser: Nepal Re-insurance Company Limited City/Town: Thapathali District: Kathmandu Country: Nepal Telephone: +977-01-5970401, +977-01-5970402 Electronic Mail Address: pralhad.pandey@nepalre.com.np
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10 days prior to the deadline date for submission of bid.
ITB 8.2	Pre-Bid meeting <i>shall</i> be organized. If a Pre-Bid meeting will take place, it will be on June 22, 2026 on the meeting hall of Nepal Re at 13:00 and for those intended to join online will be sent the link as per the request.
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English



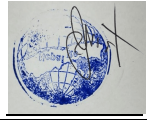
ITB 12.2 (h)	<p>The Bidder shall submit the following additional documents with its Bid:</p> <ul style="list-style-type: none"> (i) Self-declaration letter of authenticity of submitted documents. (ii) Bidding Document with Seal and Sign on each and every page with Compliance Statement on each and every clause of technical specification and price schedule form. (iii) Letter stating that the bidder is not under a declaration of blacklisted or ineligibility for corrupt and fraudulent practices issued by Government of Nepal. (iv) Letter stating that the bidder is not having conflict of Interest as per ITB 4.3 (v) Technical Proposal with system dimensioning calculations and data sheets/specifications of the proposed goods. (vi) Documentary evidence (receipt/deposit slip) for the purchase of the bid document. (vii) ISO 9001 Series Certificate Servers (if applicable) (viii) Company Profile (ix) Product catalogue (x) User manual (system installation manual, operation manual) (xi) System design & Architecture
ITB 12.3 (c)	<p>The Bidder shall submit with its Price Bid the following additional documents: <i>Detailed Bill of Quantities (BoQ) of all the goods (hardware/software) and services in order to meet the requirements mentioned in the Schedule of Requirements. This shall also include the country of origin, manufacturer and model of the proposed goods.</i></p>
ITB 14.1	<p>Alternative Bids <i>shall not be</i> permitted.</p>
ITB 15.6	<p>The Incoterms edition is: <i>2020</i></p>
ITB 15.7 (a) iii, (b) ii & (c) v	<p>Final Destination (Project Site): <i>Nepal Re-insurance Company Limited, Kathmandu</i></p>
ITB 15.7 (b) iii	<p>In addition to the CIP price specified in ITB 15.7 (b)(i), the price of the Goods manufactured outside Nepal may be quoted: <i>NA</i></p>
ITB 15.8	<p>The prices quoted by the Bidder shall: <i>NPR</i></p>
ITB 18.3	<p>Period of time the Goods are expected to be functioning: <i>Eight months</i></p>
ITB 19.2	<p><i>A Manufacturer's Authorization letter is only required for the following items:</i></p> <ul style="list-style-type: none"> i. RMS core Software



ITB 19.3	The Bidder <i>is</i> required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be <i>120</i> days.
ITB 21.1	<p>The bid must be accompanied by bid security with following requirements:</p> <p>The amount and the currency of the Bid Security shall be: USD 6,300.00 or equivalent NPR. The bid security shall be <i>valid for minimum 30 days</i> beyond the bid validity period.</p> <p>If the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, the bidder should submit the original copy of the guarantee along with the bid. The format of Bid Security shall be as specified in Section IV: Bidding Forms.</p> <p>Bid Security issued by foreign Bank must be counter– guaranteed by an "A" class commercial Bank in Nepal.</p> <p>In case of JV and consortium, the Bid Security, on behalf of JV or consortium shall be submitted by the member of JV or consortium designated for the submission of the Bid Security.</p>
ITB 21.2	<p>If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited as follow;</p> <p><i>Name of the Bank: Rastriya Banijya Bank Ltd.</i></p> <p><i>Name of Office: Nepal Re-insurance Company Limited</i></p> <p><i>Office Account no.: 1430100002535001</i></p>
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: <i>Power of Attorney to sign the bid</i>
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall have the option of submitting their bids <i>by electronic only</i> .
ITB 23.1	Bid documents will be available in Purchaser's eGP portal (PDF Format). The bidders may submit their bid through e-submission which is available in e-GP web portal (ebidding) at www.bolpatra.gov.np/egp
ITB 24.1	<p>The deadline for bid submission is:</p> <p><i>Date: 2nd July, 2026</i></p> <p><i>Time: 12:00</i></p>
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.



ITB 27.1	The bid opening shall take place at: Date: 2 nd July, 2026 Time: 13:00 Place: Nepal Re-insurance Company Limited, Kathmandu
E. Evaluation and Comparison of Bids	
ITB 37.1	The date for the selling exchange rate shall be: date of bid opening
ITB 38.1	Domestic preference shall apply and the application methodology shall be as stipulated in Section III (Evaluation and Qualification Criteria). Not Applicable
ITB 39.3 (a)	Bids will be evaluated lot by lot/package (may be multiple or single). If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITB 39.3 (e)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>Price Adjustment is not applicable.</i>
F. Award of Contract	
ITB 42.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 46.3	No application can be submitted before the Review Committee for review against the decision made by CEO for the bid amount less than the value of Twenty Million (NRs. 20,000,000)
ITB 46.9	The bidder, filling application pursuant to ITB 46.4, shall have to furnish a cash amount of Bank guarantee equal to ten percent (10 %) of amount of bid security in case of complaint against decision pursuant to ITB 27.8 and one percent (1%) of its quoted Bid amount in case of complaint against decision pursuant to ITB 43.1



Section III. Evaluation and Qualification Criteria

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

Table of Criteria

1. Evaluation Criteria

1.1 Technical Criteria

1.2 Domestic Preference

1.3 Economic Criteria

1.4 Multiple Contracts

2. Qualification Criteria



Evaluation Criteria

1.1 Technical Criteria

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

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

1.2 Domestic Preference (Not Applicable)

1.3 Economic Criteria

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

Examples of such criteria appear below:

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

If the Procuring Entity wishes to consider during bid evaluation the costs for inland transportation, insurance, and other services within Nepal incidental to delivery of the goods to their final



destination, then the Procuring Entity must define these service items in Section V. Schedule of Requirements, List of Goods and Related Services; and

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

1.3.1.2 Minor Omissions or Missing Items

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

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

1.3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 15.1 are not permitted.

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section V (Schedule of Requirements) are not permitted.

1.3.4 Operating and Maintenance Costs

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

1.3.5 Spare Parts and after Sales Service Facilities

AS per SoR

1.3.6 Performance and Productivity of the Goods

Not Applicable



1.3.7 Specific additional Criteria

Not Applicable

1.4 Multiple Contracts

NA

Annual Maintenance Contract Service

The Bidder shall quote the price for the Comprehensive Annual Maintenance Contract (AMC) for the Reinsurance Management System Software separately for each of the five (5) years in the Price Schedule. The quoted AMC price shall be evaluated on the basis of the total evaluated Bid Price, calculated as:

Total Evaluated Price = Price of Software Supply + Customization + Installation + Training + Warranty + Sum of AMC Prices for five (5) years (Years 1 to 5)

The bidder offering the lowest total evaluated price among the substantially responsive bids shall be ranked first. AMC shall be quoted in annual basis, if quoted in lumpsum for 5 years it shall be divided into five equal annual installments.

For evaluation purpose, the AMC cost will be evaluated in present value by discounting at 5%.

AMC Rate Cap: The quoted Annual AMC rate shall **not exceed 20%** (twenty percent) per annum of the quoted price of Software Supply + Customization (Item 1 + Item 2). Any bid quoting AMC rate higher than 20% shall be declared **non-responsive** and rejected.



Qualification Criteria

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

2.1 Eligibility

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

2.1.1 Conflict of Interest

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

2.1.2 Government/DP Eligibility

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

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

2.1.4 UN Eligibility

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

2.1.5 Nationality

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



2.1.6 Other Eligibility

Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Business Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate (<i>only for domestic bidders</i>)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate for the F/Y 2081/82. (<i>only for domestic bidders</i>)	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

2.2 Pending Litigation.

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

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited balance sheets and income statements for the last three (3) years to	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1



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

2.3.2 Average Annual Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
Minimum average annual turnover of US\$ 1,80,000.00 (USD one hundred Eighty Thousand only) or equivalent NPR calculated as total payments received by the Bidder for supply or consultancy service contracts completed or under execution over best three years in last 7 (seven) years.	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40% of the requirement	Form FIN – 2

2.3.3 Financial Resources

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets unencumbered real assets, and other financial resources, (other than any contractual advance payments) to meet the cash-flow requirement of USD 60,000.00 or equivalent NPR.	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 40 % of the requirement	Form FIN - 3

2.4 Experience

2.4.1 General Experience



Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Experience under supply or consultancy service contracts in the role of prime supplier (single entity or JV member) or consultant for at least the last 3 (Three) years prior experience in software development or IT services to the applications submission deadline.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form EXP – 1

2.4.2 Specific Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
a. Experience under supply or consultancy service contracts, in the role of prime supplier (single entity or JV member) or consultant in at least 1 (one) Contracts within the last five (5) years , with a value of at least USD 130,000.00 or equivalent (total of all contracts) with nature, and complexity similar to the scope of supply described in Section V (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 2
b. Experience under supply or consultancy service contracts, in the role of prime supplier (single entity or JV member) or consultant in at least 2 (two) Contracts with two different re-insurance company with nature, and complexity similar to the scope of supply described in Section V. (contract with value less than USD 100,000.00 will not be considered for evaluation)					Form EXP – 2

*Note: Only experience certificate issued by client will be considered for evaluation purpose.



Section IV. Bidding Forms

Notes on Bidding Forms

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

Table of Forms

Bid Submission Form	63
Bidder's Information Form.....	67
Joint Venture Information Form	68
Pending Litigation Form	69
Financial Situation Form	70
Average Annual Turnover Form	72
Financial Resources Form	73
General Experience Form	74
Specific Experience Form	75
Technical Experience Form	76
Production Capacity Form	77



Bidder's Proposed Specification Form	78
Price Schedule For Goods	79
Bid Security	84
Manufacturer's Authorization Letter	86



Letter of Technical Bid

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

Date: _____

Contract No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Section V (Schedule of Requirements), the following Goods and Related Services: ***[insert a brief description of the goods and related services]***
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ***[insert validity period as specified in ITB 20.1 of the BDS]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.8 and meet the requirements of ITB 3.4 & 3.5
- (e) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative Bids in accordance with ITB 14;
- (f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by DP, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (a) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;²

² Slect one of the options



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

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

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

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

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

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

Name _____

In the capacity of _____

Signed _____

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

Date _____



Letter of Price Bid

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

Date:

Name of the contract:

Invitation for Bid No.:

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the **Section V** (Schedule of Requirements), the following Goods and Related Services: *[insert a brief description of the goods and related services]*

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

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

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

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

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

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

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

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



Document;

- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
- (j) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.

Name:

In the capacity of.....

Signed

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

Date.....



ELI-1: Bidder's Information Form

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

1.	Bidder's Legal Name:	<i>[insert full name]</i>
2.	In case of JV, legal name of the representative member and of each member:	<i>[insert full name of each member in the JV and specify the representative member]</i>
3.	Bidder's Country of Registration:	<i>[insert country of registration]</i>
4.	Bidder's Year of Registration:	<i>[insert year of incorporation]</i>
5.	Bidder's Legal Address in Country of Registration	<i>[insert street/number/town or city/country]</i>
6.	Bidder's trading address:	<i>[insert street/number/town or city/country]</i>
7.	Bidder's Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
8.	Bidder's Email Address:	<i>[insert email address]</i>
9.	Bidder's Authorized Representative Information:	
	Name:	<i>[insert full name]</i>
	Address:	<i>[insert street/number/town or city/country]</i>
	Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city codes]</i>
	Email Address:	<i>[insert email address]</i>
<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 4.2 and ITB 4.8 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.2 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 		



ELI-2: Joint Venture Information Form

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

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



Form LIT 1: Pending Litigation Form

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

Choose one of the following:

- No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.
- Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	<ul style="list-style-type: none"> • 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> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> • Status of dispute: <i>[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>	<i>[insert amount]</i>



Form FIN-1: Financial Situation Form

Each Bidder must fill out this form.

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

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

Financial Data for PreviousYears (in NRs)		
Year 1:	Year 2:	Year

Information from Balance Sheet

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			



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



Form FIN-2: Average Annual Turnover Form

Each Bidder must fill out this form.

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

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

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

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



Form FIN-3: Financial Resources Form

Specify proposed sources of financing, such as liquid assets³, unencumbered real assets, and other financial means (other than any contractual advance payments) available to meet the total cash flow requirements of the subject contract

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

³ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.



Form EXP-1: General Experience

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

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

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"> • Contract name: <i>[insert full name]</i> • Brief description of the supply performed by the Bidder: <i>[describe supply performed briefly]</i> • Amount of contract: <i>[insert amount]</i> • Name of Purchaser: <i>[indicate full name]</i> • Address: <i>[indicate street/number/town or city/country]</i> 	<i>[insert "Prime Supplier" (Single entity or JV member) or "Subcontractor"]</i>



Form EXP-2: Specific Experience Form

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

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

The Bidder shall complete this form for each contract completed.



Form EXP - 3: Technical Experience

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

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



Form EXP - 4: Production Capacity

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

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



Form Spec-1: Bidder's proposed Specification Form

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

Item No.	Name of Goods or Related Service	Country of Origin and Brand	Bidder's Proposed TS and Standards	Reference page/ no. / Catalogue page/ no.	Status of compliance⁴
1	2	3	4	5	6
<i>[insert item No.]</i>	<i>[insert name]</i>	<i>[insert country of Origin and Brand name]</i>	<i>[insert TS and Standards]</i>	<i>[insert reference page or no. / catalogue page or no. if any]]</i>	<i>[insert status]</i>

⁴ *The bidder shall state as Fully compliance or Partially compliance or Compliance*



Price Schedule Forms

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



Price Schedules

Price Schedule: Goods Manufactured in Nepal

[ITB 15.7 (a), Goods manufactured in Nepal]									Date: _____
									ICB No: _____
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5) 15.7(a)(i)	Price per line item for inland transportation and other services required to convey the Goods to their final destination ITB 15.7(a)(iii)	Cost of local labor, raw materials and components from with origin in Nepal % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7(a)(ii))	Total Price per line item (Col. 6+7) 15.7(a)(iv)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Note: Column 5 and 6: Currencies in accordance with ITB 16

Column 7 and 9: In Nepali Currency



Goods Manufactured Outside the Nepal, to be Imported

[ITB 15.7(b), goods to be imported]

Date: _____

ICB No: _____

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 15.7(b)(i)	CIP Price per line item (Col. 5x6) 15.7(b)(i)	Price per line item for inland transportation and other services required in Nepal to convey the Goods to their final destination specified in BDS 15.7(b)(ii)	Total Price per Line item (Col. 7+8) 15.7(b)(iv)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[Insert Date]*

Note: Column 6 and 7: Currencies in accordance with ITB 16

Column 8: In Nepali Currency



Price Schedule: Goods Manufactured Outside Nepal, already imported

[ITB 15.7 (c)], Goods already imported]

Date: _____

ICB No: _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.7(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.7(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.7(c)(iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.7 (c)(iii) (Col. 5×8)	Price per line item for inland transportation and other services required in Nepal to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.7 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.7 (c)(iv)	Total Price per line item (Col. 9+10) ITB 15.7 (c)(vi)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Nepal]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

Note: Column 6,7, 8 and 9: Currencies in accordance with ITB 16

Column 10 and 11: In Nepali Currency



Price and Completion Schedule - Related Services

Date: _____
ICB No: _____

1	2	3	4	5	6	7
Service No.	Description of Services (excludes inland transportation and other services required in Nepal to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price and currency per item]</i>	<i>[insert total price and currency per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

Notes:

Column 6 and 7: Currencies in accordance with ITB Clause 16

Prices are to be quoted inclusive of all custom duties, sales and other similar taxes applicable in Nepal and payable on the Related Services, if the Contract is awarded to the Bidder



Bid Security

Bank Guarantee

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

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

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

Date: *[insert date]*

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

BID GUARANTEE No.: *[insert number]*

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Invitation for Bids No. ***[NRIC/ICB/Goods/2082/83-01 (Re)]*** ("the IFB").

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

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

- (a) has withdrawn or modifies its Bid:
 - i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission
 - (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or
- (d) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.



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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758⁵.

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

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

⁵ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.



Manufacturer's Authorization Letter

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

Date: *[insert date of Bid Submission]*

IFB No.: *[insert number]*

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

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

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

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

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

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

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

Date: *[insert date of signing]*



Section V. Schedule of Requirements

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

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

Contents

1. List of Goods and Related Services
2. Delivery and Completion Schedule
3. Technical Specifications
4. Drawings

1. List of Goods and Related Services

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

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

Lot/Package No.: 1 (One) Package				
Lot/Package Name: Supply, Delivery and Installation of Reinsurance Management Software (RMS)				
Item No	Name of Goods or Related Service	Description	Unit of Measurement	Quantity



1	Reinsurance Management System (RMS)	<i>As per Specification</i>	Package	1
2	Additional Feature Required on Reinsurance Management System	<i>As per Specification</i>	Package	1
3	Annual Maintenance Service	<i>As per Specification</i>	Years	5
4	Data Migration	<i>As per Specification</i>	Package	1
5	Application Training	<i>As per Specification each group contains min 5 to max 50 users</i>	Groups	6

2. Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:
(I) in case of Delivery schedule is not determined as evaluation criteria

Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery (as per Incoterms) Date
1	Reinsurance Management System (RMS)	1	Package	Nepal Reinsurance	Within 45 Days from the Date of Contract

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

List of Related Services and Completion Schedule

Item No	Description of Goods	Quantity	Physical unit	where Services shall be performed	Final Completion Date(s) of Services
1.	Application Training	6	Groups	Nepal Reinsurance	Within 45 Days from the Date of Contract
2.	Data Migration	1	Package	Nepal Reinsurance	60 Days from the Date of Contract
3.	Additional Feature Required on Reinsurance Management System	1	Package	Nepal Reinsurance or Vender office	150 Days from the Core RMS Implementation
4.	Warranty Service	12	Months	Nepal Reinsurance	After the Complete (Software + Customization +



					Data Migration) Implementation
5.	Annual Maintenance Service	5	Years	Nepal Reinsurance	After the Warranty Service

**the cost of insurance coverage amounting to maximum of 1 million NPR should be quoted as PS, otherwise that should be covered by supplier themself.*

3. Technical Specification

Notes on Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract. The Purchaser shall prepare the detailed TS by taking into account that:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.
- The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. The TS should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided. Where unavoidable, such item description should always be followed by the words “or equivalent.” When other particular standards or codes of practice are referred to in the TS, a statement should follow other authoritative standard that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- The TS shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a. Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b. Detailed tests required (type and number).



-
- c. Other additional work and/or Related Services required to achieve full delivery.
 - d. Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
 - e. List of detailed functional guarantees covered by the Warranty and the specification of the penalties to be applied in the event that such guarantees are not met.
- The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. The Purchaser shall include an additional Bidding Form, where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

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



Purchaser Requirement

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

1. Summary of Technical Specifications

Item No	Name of Goods or Related Service	Technical Specifications and Standards
A.	Reinsurance Management System (RMS)	as per Detailed Technical Specifications and Standards in section: Purchase Requirement.
B.	Additional Feature Required on Reinsurance Management System	as per Detailed Technical Specifications and Standards in section: Purchase Requirement.
C.	Data Migration	as per Detailed Technical Specifications and Standards in section: Purchase Requirement.
D.	Application Training	as per Detailed Technical Specifications and Standards in section: Purchase Requirement.
E.	Warranty Service	as per Detailed Technical Specifications and Standards in section: Purchase Requirement.
F.	Annual Maintenance Service	as per Detailed Technical Specifications and Standards in section: Purchase Requirement.



2. Detailed Technical Specifications and Standards.

Technical Specification of Reinsurance Management System (RMS) shall be as below, but not limited to the following

A. Reinsurance Management System (RMS)

1.	Full support for all types of reinsurance contracts – treaty & facultative, proportional & non-proportional
2.	Extensive and comprehensive automated processes for premium & claims allocation and calculation.
3.	All activities maintained in one easy to-use browser-based user interface; a standard look-and-feel for all user operations.
4.	Fully automated retroactive processing support for late placements and for mid-term changes in reinsurance contracts
5.	Provides a variety of billing/accounting documents and bordereaux
6.	All-inclusive financial accounting module for current accounts management, P&L and Balance Sheet figures, and comprehensive support for GL Accounts.
7.	Full support for multi-company organization's and reinsurance programs.
8.	A detailed information repository providing numerous online queries, a full report suite, and all required information for regulatory reports and Solvency II.
9.	Complete audit trail and tracking of each transaction and activity
10.	Fully integrated workflow and activities management – covering all reinsurance activities and business processes.
11.	Integration with document management systems, enabling attachment of all document types –Word, Excel, email, PDF, etc.
12.	Supports modern technology platforms and infrastructure – multi-platform model, which easily interfaces with external applications.
13.	Provide all required training, covering technical, functional, and modular aspects, to all the staffs of Nepal Re.
14.	Consultant shall be responsible for migrating data from each existing software to the newly implemented RMS. Scope of data migration shall be full transaction. Consultant shall ensure seamless transfer of information while minimizing downtime, data loss and disruptions to business operations. Post migration verification report shall be submitted to Nepal Re with evidence of confirmation of data accuracy and system stability. Consultant shall address any issues or discrepancies that may arise after the migration.



Consultant should fill compliance requirements with the following responses as A, B, C; where,

Response	Remarks
A	Available in core software
B	Not available in core software but can be customized during implementation
C	Not in core software & cannot be customized

The bid response will be evaluated as pass fail on following basis;

Feature group	Response Acceptance
Core feature (A1, A2, A3)	90% or above response are "A" & none of the response is marked "C"
Additional feature (B1, B2, B3)	none of the response is marked "C"

***Any response labelled "C" will make the bidder non responsive.**

A comprehensive product demonstration will be requested from the selected responsive vendor to thoroughly evaluate the features, functionality, performance, and overall suitability of their proposed solution. The demonstration should clearly showcase how the product meets the specified requirements, highlight key capabilities, and address any technical or operational considerations relevant to the project.



A.1 Non-life Reinsurance Requirements

Requirement Number	Requirement Description	Bidders Response (A, B or C)	Remarks
1.	Master Data		
1.1.	<p>At a minimum, the ability to capture and maintain the following master data for general reinsurance:</p> <ol style="list-style-type: none"> 1. Cedant 2. Broker 3. Co-insurer 4. Retrocessionaire 5. Line of Business (e.g. Direct cession, Treaty, Agriculture Treaty, RSMDST Treaty, Facultative, Pool etc.) 6. Class of Business (Property, Engineering, Motor, Misc. etc.) 7. Sub-Class of Business 8. Underwriting Item Code 9. Treaty Name 10. Treaty Type 11. Treaty Status 12. Transaction Code 13. Type of Risk 14. Business Region 15. Country 16. Currency 17. Bank and Corresponding Account Detail 18. Payment Mode 		
2.	Management of Inward Proportional Treaty Business (Local and International)		
2.1.	<p>Ability to capture proportional treaty with cedant/broker, with the following minimum mandatory fields being captured:</p> <ol style="list-style-type: none"> 1. Automatic generation of a unique code, for identifying a proportional treaty, e.g., Treaty 		



	<p>Code.</p> <ol style="list-style-type: none">2. Treaty Name3. Treaty Description4. Treaty Type5. Treaty Status6. Class of Business7. Cedant Name8. Cedant Reference Number9. Broker Name10. Broker Reference Number11. Country/Region12. Currency13. Offered Date14. Effective Date of the Treaty15. Expiry Date of the Treaty16. Sum Insured17. Share Participation, including Quota Share and Surplus (e.g. Written Line, Compulsory and Optional) with date18. Share Participation, including Quota Share and Surplus (e.g. Signed Line, Compulsory and Optional) with date19. Estimated Premium Income20. Premium Tax21. Aggregate Limit22. Estimated Maximum Loss23. Cash Call Limit24. Applicable Premium Rate25. Commission Rate (including Overriding Commission)26. Brokerage27. Profit Commission Rate (e.g., based on Underwriting Year or To Be Carried Forward)28. Sliding Scale Commission29. Treaty Limit30. Treaty Retention31. Original Gross and Net Premium Income32. Frequency of Statement33. Loss Reserve34. Premium Reserve Retained35. Premium Reserve Released		
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	<p>36. Loss Reserve Retained</p> <p>37. Loss Reserve Released</p> <p>38. Interest on Reserves Retained</p> <p>39. Management Expenses</p> <p>40. Portfolio Premium Withdrawal and Entry</p> <p>41. Portfolio Loss Withdrawal and Entry</p> <p>42. Cancellation Period of the Treaty</p> <p>43. Differentiation between New Business and Renewed Business</p> <p>44. Statements of Accounts (SOA), Debit and Credit Note</p>		
2.2.	Ability to assign status to a treaty and track the status change of the proportional treaty along with who made the status change, for example whether it has been accepted, declined, under review, awaiting approval, etc., along with who has performed the status change and when.		
2.3.	Ability to renew the existing inward proportional treaty businesses with the cedant/broker.		
2.4.	Ability to perform cancellations of the proportional treaties, with the option of maintaining the historical, current and outstanding transactions.		
2.5.	Ability to book the proportional treaty business in the system that is to book the first premium and consequent premiums for the treaty business with the cedant/broker.		
2.6.	Ability to attach addenda to the inward proportional treaty businesses with the cedant/broker.		
2.7	Ability to perform Treaties endorsements/ Addendum for example, performing any mid-term changes, e.g., increase or reduction to premiums, etc., for the Treaties with the cedant/broker.		
2.8	Ability to handle multiple limits quota share treaties and multi-layer surplus treaties.		
2.9	Ability to manage the liabilities and retentions by risk and event for the		



	proportional treaties.		
2.10	Ability to have multiple classes/sub-classes of business under one treaty for proportional treaty businesses.		
2.10.	<p>Ability to automatically calculate the following for inward proportional treaties, based on the parameters captured:</p> <ol style="list-style-type: none"> 1. Premium Reserves Retained/Released with the applicable Interest Rates 2. Commissions 3. Brokerage 4. Applicable Taxes and Charges 5. Calculate and apportion Quota Share and Surplus based on the Share Percentages indicated on the Treaty 6. Liabilities and Deductibles 7. Aggregate Limits 8. Profit Commissions 9. Sliding Scale Commission 		
2.11.	<p>Ability for the system to capture technical statements for a particular cedant/broker for the proportional treaty businesses. The minimum fields for the technical statement include the following:</p> <ol style="list-style-type: none"> 1. Treaty Code 2. Cedant/Broker 3. Underwriting/Financial Quarter 4. Amount in Original Currency and corresponding translation in NRS (Nepali Rupees) based on the Exchange Rate. 5. Premiums Due Date 6. Premiums Paid/Payable 7. Claims Paid/Payable 8. Shares amount the participants (Treaty Participation with percentage and amount) 9. Management Expenses 10. Brokerage/Commissions 		
	Ability to make calculation related to Loss Participation Clause (LPC)		
3.	Management of Inward Non-Proportional Treaty Business (Local and		



International)			
3.1.	<p>Ability to capture non-proportional treaties with cedant/broker, with the following minimum mandatory fields being captured:</p> <ol style="list-style-type: none">1. Automatic generation of a unique code, for identifying a non-proportional treaty, e.g., Treaty Code.2. Treaty Name3. Treaty Description4. Treaty Type5. Treaty Status6. Treaty Limits (e.g., Sum Insured)7. Treaty Deductible8. Class of Business9. Cedant Name10. Cedant Reference Number11. Broker Name12. Broker Reference Number13. Country14. Currency15. Offered date16. Effective Date of the Treaty17. Expiry Date of the Treaty18. Share Participation (e.g. Written Line, Compulsory and Optional) with date19. Share Participation (e.g. Signed Line, Compulsory and Optional) with date20. Applicable Premium Rates21. Estimated Gross Net Premium Income (EGNPI)22. Minimum Deposit Premium23. Premium Tax24. Commission Rates25. Brokerage26. Shares Participation27. Aggregate Limits28. Number and Frequency of Reinstatement29. Notification of Claims30. Index Clause/Variation31. Cancellation Period of Treaty		



3.2.	Ability to assign status to a treaty and track the status change of the non-proportional treaty, for example whether it has been accepted, declined, under review, awaiting approval, etc., along with who has performed the status change and when.		
3.3.	Ability to renew the existing inward non-proportional treaties with the cedant/broker.		
3.4.	Ability to perform cancellations of the non-proportional treaties, with the option of maintaining the historical, current and outstanding transactions.		
3.5.	Ability to book the non-proportional treaty business in the system, that is, to book the Minimum Deposit Premium and consequent premiums for the treaty business with the cedant/broker.		
3.6.	Ability to attach addenda to the inward non-proportional treaties with the cedant/broker.		
	Ability to perform Treaties endorsements/Addendum for example, performing any mid-term changes, e.g., increase or reduction to premiums, etc., for the Treaties with the cedant/broker.		
3.7.	Ability to have multiple classes/sub-classes of business under one non-proportional treaty.		
3.8.	Ability to capture a treaty with multi-layer covers, in one treaty for non - proportional treaties.		
3.9.	Ability to manage the liabilities and deductibles by risk and event for the non - proportional treaties.		
3.10.	Ability to reinstate non-proportional treaties.		
3.11.	Ability to automatically calculate the following for the inward non-proportional treaties, based on parameters captured: <ol style="list-style-type: none"> 1. Premiums including the Minimum Deposit Premium 2. Brokerage Amount 3. Liabilities and Deductibles 4. Aggregate Limits 		



	<ul style="list-style-type: none"> 5. Reinstatement Premiums 6. Applicable Taxes 7. Premium Adjustments 		
3.12.	<p>Ability for the system to capture technical statements for a particular cedant/ broker for the non-proportional treaty businesses. The minimum fields for the technical statement include the following:</p> <ul style="list-style-type: none"> 1. Treaty Code. 2. Cedant/Broker 3. Underwriting/Financial Quarter 4. Amount in Original Currency and corresponding translation in NRS based on the Exchange Rate. 5. Premiums Due Date 6. Premiums Paid/Payable 7. Claims Paid/Payable 8. Shares amount the participants (Treaty Participation with percentage and amount) 9. Management Expenses 10. Brokerage/Commissions 		
4.	Management of Outward Proportional Treaty Business (Local and International)		
4.1.	<p>Ability to capture proportional treaties with the retrocessionaires, with the following minimum mandatory fields being captured:</p> <ul style="list-style-type: none"> 1. Automatic generation of a unique code, for identifying a proportional treaty, e.g., Treaty Code. 2. Treaty Description 3. Treaty Type 4. Treaty Status 5. Class of Business 6. Broker Name (which also links to the Retrocessionaires under the Broker if applicable) 7. Broker Reference Number 8. Retrocessionaire Name 9. Retrocessionaire Reference Number 10. Offered Date 		



	<ul style="list-style-type: none"> 11. Effective Date of the Treaty 12. Expiry Date of the Treaty 13. Applicable Premium Rates 14. Country/Region 15. Currency 16. Commission Rates 17. Brokerage 18. Profit Commission (e.g., based on Underwriting Year or To Be Carried Forward) 19. Management Expenses 20. Treaty Limits 21. Treaty Retention 22. Original Gross and Net Premium Income 23. Frequency of Statements 24. Loss/Premium Reserve 25. Interest on Reserves 26. Portfolio Premium Withdrawal and Entry 27. Portfolio Loss Withdrawal and Entry 28. Shares Participation Percentage 29. Premium Tax 30. Aggregate Limits 31. Estimated Maximum Loss 32. Cash Call Limit 33. Cancellation of Treaty 		
4.2.	Ability to generate the outward proportional treaty business details captured in section 4.1 to a tabular format for the purpose of preparing treaty slips/contracts with the retrocessionaire.		
4.3.	Ability to renew the existing outward proportional treaty businesses with the retrocessionaire.		
4.4.	Ability to perform cancellations of the outward proportional treaties with the retrocessionaire, with the option of maintaining the historical, current and outstanding transactions.		
4.5.	Ability to attach addenda to the outward proportional treaties with the retrocessionaire.		
	Ability to perform Treaties endorsements/ Addendum for example, performing any		



	mid-term changes, e.g., increase or reduction to premiums, etc., for the Treaties with the cedant/broker.		
4.6.	Ability to have multiple classes/sub-classes of business under one outward proportional treaty.		
4.7.	Ability to capture an outward proportional treaty with multi-layer covers, in one treaty.		
	Ability to capture an outward proportional treaty with Multi-Year covers, in one treaty.		
4.8.	Ability to manage the liabilities and deductibles by risk and event for the outward proportional treaties.		
4.9.	Ability to automatically calculate the following, based on parameters given: <ol style="list-style-type: none"> 1. Apportionment of the liabilities and premiums among the brokers and the retrocessionaires. 2. Minimum Deposit Premium and apportionment of the same among the brokers and the retrocessionaires. 3. End of Year Premium Adjustments 		
5.	Management of Outward Non-Proportional Treaty Business (Local and International)		
5.1.	Ability to capture outward non-proportional treaties with the retrocessionaires, with the following minimum mandatory fields being captured: <ol style="list-style-type: none"> 1. Automatic generation of a unique code, for identifying a non-proportional treaty, e.g., Treaty Code. 2. Treaty Description 3. Treaty Type 4. Treaty Status 5. Treaty Limits 6. Treaty Deductible 7. Class of Business/Country 8. Currency 		



	<p>9. Broker Name (which also links to the Retrocessionaires under the Broker if applicable)</p> <p>10. Broker Reference Number</p> <p>11. Retrocessionaire Name</p> <p>12. Retrocessionaire Number</p> <p>13. Offered Date</p> <p>14. Effective Date of the Treaty</p> <p>15. Expiry Date of the Treaty</p> <p>16. Applicable Premium Rates</p> <p>17. Estimated Gross Net Premium Income (EGNPI)</p> <p>18. Minimum Deposit Premium</p> <p>19. Premium Tax</p> <p>20. Number and Frequency of Reinstatement</p> <p>21. Commission Rates</p> <p>22. Brokerage</p> <p>23. Shares Participation Percentage and amount</p> <p>24. Aggregate Limits</p> <p>25. Notification of Claims</p> <p>26. Index Clause/Variation</p> <p>27. Cancellation of Treaty</p>		
5.2.	Ability to generate the outward non-proportional treaty business details captured in section 5.1 to a tabular format for purposes of preparing treaty slips/contracts with the retrocessionaire.		
5.3.	Ability to renew the existing outward non-proportional treaty businesses with the retrocessionaire.		
5.4.	Ability to perform cancellations of the outward non-proportional treaties with the retrocessionaire, with the option of maintaining the historical, current and outstanding transactions.		
5.5.	Ability to reinstate outward non-proportional treaties.		
5.6.	Ability to attach addenda to the outward non-proportional treaties with the retrocessionaire.		
	Ability to perform Treaties endorsements/ Addendum for example, performing any mid-term changes, e.g., increase or reduction to premiums, etc., for the		



	Treaties with the cedant/broker.		
5.7.	Ability to have multiple classes/sub-classes of business under one outward non-proportional treaty.		
5.8.	Ability to capture an outward non-proportional treaty with multi-layer covers, in one treaty.		
5.9.	Ability to manage the liabilities and deductibles by risk and event for the outward non-proportional treaties.		
5.10.	<p>Ability to automatically calculate the following, based on parameters given:</p> <ol style="list-style-type: none"> 1. Calculate premiums due to the different brokers and retrocessionaires and apportionment of the same. 2. Calculate liabilities shared by the different brokers and retrocessionaires and apportionment of the same. 3. Premium Adjustments 4. Brokerage Amounts 5. Overriding Commissions 6. Profit Commissions and apportionment of the same 7. Premium Reserves Retained and Released 8. Interest on Reserves 9. Management Expenses 10. Taxes and other charges 		
6.	Management of Inward Facultative Businesses (Local and International)		
6.1.	<p>Ability to capture facultative business with cedant/broker, with the following minimum mandatory fields being captured:</p> <ol style="list-style-type: none"> 1. Automatic generation of a unique code, for identifying a facultative business, e.g., Facultative Business Code. 2. Description of the Facultative Business 3. Class of the Business 4. Sub-class of the Business 5. Offered Date 		



	<ol style="list-style-type: none"> 6. Acceptance Date 7. Effective Date of the Business 8. Expiry Date of the Business 9. Renewal Date 10. Cedant Name 11. Cedant Reference Number 12. Co-insurer 13. Broker Name 14. Broker Reference Number 15. Name of Insured 16. Occupation/Main Activities of the Insured 17. Applicable Premium Rates and the Actual Premium 18. Country of Origin 19. Geographical Limits/where the risk is situated 20. Currency 21. Total Sums Insured 22. Perils Covered 23. Shares Participation 24. Written Share 25. Signed Share 26. Claims Experience 27. Maximum Possible Loss 28. Retention of Cedant 29. Excess 30. Warranty Period 31. Total Deductions (Commissions and Brokerage) 32. Remarks 33. Recommendation 34. Premium Payment Warranty (PPW) Period 35. Premium Payment Warranty (PPW) expiry Date 36. Premium Payment Cancellation (PPC) Notice Issued Date 37. Number of Installment, Due Date and Amount 38. Closing Particulars, Debit and Credit Note 39. Nature of Business (Hydro/Non-hydro) 		
6.2.	Ability to assign status to a facultative		



	contract and track the status of the facultative contract, for example whether it has been accepted, declined, cancelled, under review, awaiting approval, etc., along with who has affected the status change and when.		
6.3.	Ability to perform facultative endorsements for example, performing any mid-term changes, e.g., increase or reduction to premiums, etc., for the facultative business with the cedant/broker.		
6.4.	Ability to perform facultative closings, that is, booking the first premium and consequent premiums for the facultative businesses with the cedant/broker.		
6.5.	Ability to renew existing inward facultative businesses with the cedant/broker.		
6.6.	Ability to manage the liabilities and deductibles by risk and event for the facultative businesses.		
6.7.	Ability to capture proportional and non-proportional facultative businesses.		
6.8.	Ability to calculate the following as listed below and any other calculation: <ul style="list-style-type: none"> 1. Premium Rates (e.g., pro-rata premium, annual premium, refund and renewal premium) 2. Commissions 3. Profit Commissions 4. Brokerage 		
7.	Management of Outward Facultative Businesses (Local and International)		
7.1.	Ability to automatically capture the information entered to an inward facultative business contract to the corresponding outward facultative business contract with the retrocessionaire. The system should be able to automatically populate the following minimum mandatory fields from the corresponding inward facultative		



	<p>business contract:</p> <ol style="list-style-type: none">1. Automatic generation of a unique code, for identifying a, facultative business, e.g., Facultative Business Code.2. Description of the Facultative Business3. Class of the Business4. Sub-class of the Business5. Offered Date6. Effective Date of the Business7. Expiry Date for the Business8. Renewal Date9. Cedant Name10. Cedant Reference Number11. Broker Name12. Broker Reference Number13. Name of Insured14. Occupation/Main Activities of the Insured15. Applicable Premium Rates and the Actual Premium16. Country of Origin17. Geographical Limits/where the risk is situated18. Currency19. Total Sums Insured20. Perils Covered21. Shares Participation Percentage22. Written Share23. Signed Share24. Claims Experience25. Maximum Possible Loss26. Retention of Cedant27. Excess28. Warranty Period29. Total Deductions (Commissions and Brokerage)30. Remarks31. Recommendation <p>In addition, to be able to capture the following mandatory fields:</p> <ol style="list-style-type: none">1. Retrocessionaire Name2. Cedant/Reinsurer's Gross Retention		
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	3. Overriding Commission		
7.2.	Ability to generate facultative business terms/details captured by the system, into a tabular format, so as to enable preparation of the contracts.		
7.3.	Ability to renew the existing outward facultative business with the retrocessionaire.		
7.4.	Ability to calculate the following: <ul style="list-style-type: none"> 1. Overriding commission based on the percentage 2. Net amount to be retroceded to the retrocessionaire based on the share participation percentage 		
8.	Claims Management for Treaty and Facultative (Local and International)		
8.1	Ability to register a claim on the system for treaty and facultative businesses, with the automatic generation of a unique claims registration number.		
8.2	Ability to assign a claims status, for example, received, open, in progress, settled, etc.		
8.3	Ability to link the claim request to the relevant treaty/facultative business code so as to avoid duplication of the claims request and to validate the premiums paid against the particular treaty/facultative contract, etc.		
8.4	Ability to link a claim to the user handling the particular claim.		
8.5	Ability to allocate gross loss reserves (that is, original claim estimate) for the treaty and facultative businesses on the system.		
8.6	Ability to attach supporting documents/evidence of the claims request to the system, alternatively, the ability to reference to documents held in a Document Management System.		
8.7	Ability to approve the attached supporting documents/evidence online, via sign-offs by the relevant individuals.		
8.8	Ability to generate a Preliminary Loss Advice (PLA) which captures the estimated amount of claims payable to the		



	cedant/broker for the treaty and facultative businesses.		
8.9	Ability to generate a Settled Loss advice (SLA), which captures the actual amount of claims payable to the cedant/broker for the treaty and facultative businesses.		
8.10	Ability to track claim status, reserve and payment history.		
8.11	Ability to process and pay claims in different currencies through the system for treaty and facultative businesses.		
8.12	Ability to automatically trigger retrocession when the threshold of the claim for a particular treaty/facultative contract is reached and apportion the amounts recoverable from the different retrocessionaires based on the share percentages stated on the treaty/facultative contracts.		
8.13	Ability to generate the Preliminary Loss Advice (PLA) which captures the amount recoverable from the retrocessionaire for the treaty/facultative businesses.		
8.14	Ability to generate a Settled Loss advice (SLA), which captures the actual amount recoverable from the retrocessionaire for the treaty/facultative businesses.		
8.15	Ability to approve the Preliminary Loss Advice (PLA) and Settled Loss Advice (SLA) generated on the System.		
8.16	Ability to link a particular claim registered with its corresponding Preliminary Loss Advices (PLAs) and Settled Loss Advices (SLAs).		
8.17	Ability to capture the following dates for a particular claim: <ul style="list-style-type: none"> 1. Date on which the loss was reported. 2. Date on which the claim was registered. 3. Date on which the PLA was generated. 4. Date on which the SLA was generated. 5. Date on which the payment voucher (Credit Note) was raised 		



	for actual payment of the claim.		
8.18	Ability to separately track cash call claims in the system and link them to their corresponding proportional treaty and Facultative code.		
8.19	Ability to automatically calculate reinstatement premiums for non-proportional treaties during end of the year, based on premium adjustments done on the underwriting module.		
8.20	Ability to capture salvage and other recoverable amounts from third parties, other than the retrocessionaire, as applicable, for a particular claim.		
	Ability to calculate claim amount considering the index (if applicable)		
9.	Reporting Requirements <i>NOTE: The reporting capability should be made flexible as applicable to enable the users to customize the reports as per their specific requirements when retrieving information.</i>		
9.1.	Reports in relation to General Inward and Outward Treaty and Facultative Businesses		
9.1.1.	Ability to generate a statement of account for a particular inward/outward treaty/facultative business by the treaty/facultative code, which shows all the transactions, including, but not limited to, premiums received, claims paid, premiums retroceded, claims recovered, commissions/brokerage paid, etc., pertaining to the contract.		
9.1.2.	Ability to generate a report that shows the aging outstanding balances of premiums to be received from a particular cedant, under a particular treaty/ facultative contract, with the flexibility of allowing the user to choose the aging period.		
9.1.3.	Ability to generate a report that shows the aging outstanding balances of premiums to be paid/retroceded to the retrocessionaires, with the flexibility of		



	allowing the user to choose the aging period.		
9.1.4.	Ability to generate a report that shows the Minimum Deposit Premium (MDP) Payable/Paid by the Cedant for a particular inward non-proportional treaty.		
9.1.5.	Ability to generate a report that shows the Minimum Deposit Premium (MDP) Payable/Paid to the Retrocessionaire for a particular outward non-proportional treaty.		
9.1.6.	Ability to list separately all the new and renewed inward and outward treaty/facultative businesses.		
9.1.7.	Ability to generate a report that lists the treaty and facultative businesses that require to be renewed during a particular quarter.		
9.1.8.	Ability to generate a report that lists the treaty and facultative businesses that have been renewed during a particular quarter.		
9.1.9.	Ability to generate a statement of account for a particular inward/outward treaty/facultative business by the treaty/facultative code, which shows all the transactions, including, but not limited to, premiums received, claims paid, premiums retroceded, claims recovered, commissions/brokerage paid, etc., pertaining to the contract in the format required by the different regulatory and statutory boards.		
9.2.	Reports in relation to Claims Management (Treaty and Facultative Businesses)		
9.2.1.	Ability to generate a report that shows the claims registered during a particular period/quarter under the treaty/facultative businesses, with indication of date the loss was reported.		
9.2.2.	Ability to generate a report that shows the claims being processed during a particular period/quarter under the treaty/facultative businesses, with indication of the user handling the claim.		
9.2.3.	Ability to generate a report that shows the claims pending payment to the cedant		



	during a particular period/quarter under the treaty/facultative businesses.		
9.2.4.	Ability to generate a report that shows the claims settled during a particular period/quarter, under the treaty/facultative businesses.		
9.2.5.	Ability to generate a report that shows the aging outstanding balances of the claims payable to the cedant, with the flexibility of allowing the user to choose the aging period.		
9.2.6.	Ability to generate a report that shows the aging outstanding balances of the recoverable claims to be received from the retrocessionaire, with the flexibility of allowing the user to choose the aging period.		
9.2.7.	Ability to generate a report that shows the loss ratio per treaty, facultative contract.		
9.2.8.	Ability to generate a report that shows the claims with salvages and other recoverables from third parties other than the retrocessionaire, with indication of the amounts to be recovered.		
9.2.9.	Ability to generate loss report per cedant company.		
9.2.10.	Ability to generate loss report per portfolio.		
9.2.11.	Ability to generate loss report per Line of Business		
	Ability to generate Premium report per cedant company.		
	Ability to generate Premium report per portfolio.		
	Ability to generate Premium report per Line of Business		
	Ability to provide notification and generate report for the lists of business under facultative for business have accepted but is not yet closing particulars received.		
	Ability to provide notification and generate report for the lists of business under facultative for PPW expiry, installment due date at least before 15 days.		
	Ability to provide notification and		



	generate report for the list of business under facultative for which closing particulars have been received but debit note/ credit note is not yet issued		
	Ability to provide notification and generate report for the lists of Statement of accounts under various treaties for which statement of accounts is not yet received.		
	Ability to provide notification and generate report for the lists of Statement of accounts under various treaties for which statement of accounts is received but debit note and credit note is not yet issued.		
10.	General Reinsurance: Other Requirements		
10.1.	Ability for the system to incorporate workflow for the different processes as applicable, so as to ensure segregation of duties for the processes. For example, this includes, but not limited to, approval of claims request, approval of the actual payment of the claims, approval of change to critical treaty/facultative contract details, etc.		
10.2.	Ability to attach documents (scanned) to the System, example; treaty/facultative contracts, claims supporting documents/evidences, etc., alternatively the ability to reference documents from a Document Management System.		
10.3	Ability for the General Reinsurance System to integrate with the General Ledger of the organization on a real-time or periodic basis.		
10.4.	Ability to generate all the reports, in different currencies, as chosen by the user.		
10.5.	Ability to generate treaty/facultative business information in a tabular format for facilitating contracts preparation for outward treaty/facultative businesses.		
10.6.	Ability to generate the performance statistics, that shows how a particular treaty/facultative business is performing based on the transactions performed against the business.		



10.7.	Ability to directly print reports/documents from the System.		
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A.2 Life Reinsurance Requirements

Requirement Number	Requirement Description	Bidders Response (A, B or C)	Remark
1.	Master Data		
1.1.	<p>At a minimum, the ability to capture and maintain the following master data for life reinsurance:</p> <ol style="list-style-type: none"> 1. Cedant 2. Broker 3. Co-Reinsurers 4. Retrocessionaires 5. Currency Type 6. Banks 7. Payment Modes 		
2.	Managing Individual Life Proportional Treaties (Local and International)		
2.1.	<p>Ability to capture proportional individual life treaties with cedant/broker, with the following mandatory fields being captured:</p> <ol style="list-style-type: none"> 1. Automatic Generation of a Unique Code, for identifying an individual life, proportional treaty, e.g., Treaty Code. 2. Treaty Description 3. Cedant Name 4. Cedant code/Broker Name/Broker Code 5. Effective Date of the Treaty 6. Expiry Date of the Treaty 7. Renewal Date 8. Applicable Premium Rates 9. Commission Rates 10. Discount (Selection and volume) 11. Brokerage for the Brokers in the instance the business comes through a Broker 12. Cedant Retention 		



	13. Share Participation 14. Policy Number of the Individuals 15. Policy Holder Names 16. Quarter/Period Ended 17. Sums Assured Main policy 18. Sums Assured per riders 19. Sum at risk (per policy/per life) 20. Product Code (for Main and Rider Benefits) 21. Number of Lives Covered 22. Cash Call Limit 23. Cedant underwriting limits		
2.2.	Ability to capture addenda to individual life proportional treaties with the cedant/broker.		
	Ability to capture addendum to individual life proportional treaties with the cedant/broker.		
2.3.	Ability to track the different Addenda against the Original Treaty.		
2.4.	Ability to receive premiums from the cedant for individual life proportional treaties.		
2.5	Ability to automatically calculate and post commissions/discount for cedants based on the parameters captured under the individual life proportional treaties.		
2.6	Ability to automatically calculate and post brokerage for brokers based on the parameters captured under the individual life proportional treaties.		
2.7	Ability to reinstate an individual life policy within a proportional treaty.		
3.	Managing Group Life Proportional Treaties (Local and International)		
3.1.	1. Ability to capture proportional group life treaties with cedant/broker, with the following mandatory fields being captured: 2. Automatic generation of a		



	<p>unique code, for identifying a group life proportional treaty, e.g., Treaty Code.</p> <ol style="list-style-type: none"> 3. Treaty Description 4. Cedant Name 5. Cedant Code/Broker Name/Broker Code 6. Effective Date of the Treaty 7. Expiry Date of the Treaty 8. Renewal Date 9. Premium/Premium Rates 10. Commission Rates for the Cedant 11. Discount (Selection and volume) 12. Sums Assured main policy 13. Sums Assured per riders 14. Sum at risk (per policy/per life) 15. Brokerage for the Brokers in the instance the business comes through a Broker 16. Cedant Retention 17. Quarter/Period Ended 18. Scheme Name 19. Cash Call Limit 20. Cedant underwriting limits 		
3.2.	Ability to capture addenda to group life treaties with the cedant/broker.		
3.3.	Ability to track the different addenda against the original proportional group life treaty.		
	Ability to capture addendum to group life proportional treaties with the cedant/broker.		
3.4.	Ability to add new members to the existing proportional group life scheme.		
3.5.	Ability to receive premiums from the cedant for group life proportional treaties.		
3.6.	Ability to process refunds for an individual life policy holder under the proportional group life scheme.		



3.7.	Ability to capture brokerage percentages for the brokers under the proportional group life scheme.		
3.8	Ability to automatically calculate the brokerage amounts for brokers based on the percentages captured, for the group life treaties.		
3.9	Ability to capture and post profit commissions for cedants.		
4.	Managing Non-Proportional Life Treaties (Local and International)		
4.1.	<p>Ability to capture non-proportional life treaties with cedant/broker, with the following mandatory fields being captured:</p> <ol style="list-style-type: none"> 1. Automatic generation of a unique code, for identifying the non-proportional life treaty, e.g., Treaty Code. 2. Treaty Description 3. Effective Date of the Treaty 4. Expiry date of the Treaty 5. Cedant Deductible 6. Limit of Indemnity 7. Applicable Premium Rates 8. Minimum Deposit Premium (MDP) 9. Number of Installments for MDP 10. Reinstatement Premiums (percentage) 		
4.2.	Ability to receive premiums from the cedant for life non-proportional treaties.		
4.3.	Ability to reinstate a non-proportional treaty, in the instance a loss occurs in excess of the estimated limit.		
4.4.	Ability to retrocede premiums of the non-proportional treaties to the retrocessionaires.		
4.5.	Ability to capture the commissions/brokerage due to the cedants/brokers respectively for the		



	non-proportional treaties.		
4.6.	Ability to automatically calculate and apportion the commissions/brokerage due to the cedants/brokers respectively for the non-proportional treaties.		
5.	Managing Life Facultative Business (Local and International)		
5.1.	<p>Ability to capture facultative business with cedant/broker, with the following mandatory fields being captured:</p> <ol style="list-style-type: none"> 1. Automatic generation of a unique code, for identifying a facultative business, e.g., Facultative Business Code. 2. Description of the Facultative Business 3. Offer Date 4. Acceptance Date 5. Effective Date of the Business 6. Expiry Date for the Business 7. Applicable Premium Rates and Premiums 8. Cedant Deductible 9. Limit of Indemnity 10. Sum Assured 11. Sum Reinsured 		
5.2.	Ability to receive premiums from the cedant for life facultative businesses.		
5.3.	Ability to capture the share percentages among the participants for the facultative businesses.		
5.4.	Ability to automatically calculate and apportion the shares among the participants based on the percentages specified on the facultative business terms.		
5.5.	Ability to retrocede premiums for facultative business based on stated retrocession percentages, to show the amounts due to the retrocessionaire.		



5.6.	Ability to capture the commissions due to the cedants respectively for the facultative businesses.		
5.7.	Ability to automatically calculate and apportion the commissions due to the cedants for the facultative businesses.		
6.	Management of Retrocession for Life Treaty and Facultative Businesses (Local and International)		
6.1.	<p>Ability to capture life treaties with the retrocessionaire, with the following mandatory fields being captured:</p> <ol style="list-style-type: none"> 1. Automatic generation of a unique code, for identifying the life treaty, e.g., Treaty Code. 2. Treaty Description 3. Effective Date of the Treaty 4. Expiry Date of the Treaty 5. Reinsurer's Retention 6. Sums Assured 7. Premiums 8. Share Participation of the Retrocessionaires 9. Estimated Gross Net Premium Income (EGNPI) 10. Minimum Deposit Premium 		
6.2.	Ability to capture addenda to Retrocessionaire Treaties.		
6.3.	Ability to track the different Addenda against the Original Treaty.		
6.4.	Ability to capture the Share Percentages among the Retrocessionaires for the Retro Treaties.		
6.5.	Ability to automatically calculate and apportion the shares among the retrocessionaires based on the percentages specified on the retro treaties.		
6.6.	Ability to retrocede individual and group life premiums (treaty and		



	facultative business) to the retrocessionaire.		
7.	Claims Management for Treaty and Facultative Life Business (Local and International)		
7.1.	<p>Ability to register and process a claim under the relevant cedant for individual and group life treaties, with the minimum mandatory fields as listed below:</p> <ol style="list-style-type: none"> 1. Automatic generation of a unique Claims Registration Number. 2. Claim Amount 3. Date of Death/Claims 4. Inception Date of the Scheme 5. Renewal Date 6. Cause of Death 		
7.2	Ability to process and approve the claim request in the instance of cash calls.		
7.3	Ability to complete payment of a cash call claim to the relevant cedant.		
7.4	Ability for the system to automatically calculate and apportion the claims payable by the reinsurers and retrocessionaires based on the sum insured/claim amount and share percentages indicated on the proportional/non proportional treaties and facultative contract with the cedant and retro treaties with the retrocessionaire.		
7.5	Ability to attach supporting hard copy documents for claims, for example, proof of claim/death certificate, discharge form, etc. Alternatively, the ability to reference the claims supporting documents held within a Document Management System.		
7.6	Ability to track settled/outstanding claim requests under the individual/group life scheme.		



8.	Medical Underwriting (Individual and Group Life Schemes)		
8.1.	<p>Ability to capture medical underwriting details within the system, with the following minimum mandatory fields:</p> <ol style="list-style-type: none"> 1. Automated Unique Reference Number for the Medical Underwriting Record. 2. Date of Receipt 3. Name of the Individual requesting for the Medical Cover. 4. Date of Birth 5. Sum Assured 6. Policy Type 7. Name of the Cedant 8. Underwriting Decision 9. Name of the Underwriter 10. Any remarks, including request for further documentation. 		
8.2.	Ability to attach medical reports and supporting documentation within the system, alternatively, the ability to reference the documents from a Document Management System.		
8.3	Ability to separately track cases for which decision has been made, the cases that are pending due to requirement of additional documentation and the cases that have been referred to the retrocessionaires for second opinion.		
9	<p>Reporting Requirements for Individual, Group Life Treaty and Facultative Businesses (Local and International)</p> <p><i>NOTE: The reports should be customizable so as to meet the different needs of the users.</i></p>		
9.1.	Life Treaty and Facultative Business Reports		
9.1.1	Ability to generate statement of account for individual life businesses		



	based on criteria such as period/quarter, cedant, broker, retrocessionaire etc.		
9.1.2	Ability to generate statement of account for group life businesses based on criteria such as period/quarter, cedant, broker, retrocessionaire etc.		
9.1.3	Ability to generate statement of account for facultative businesses based on criteria such as period/quarter, cedant, broker, retrocessionaire etc.		
9.1.4	Ability to generate statement of account for the individual, group life treaty and facultative businesses in the format required by the regulators and actuaries.		
9.1.5	Ability to generate a report showing all the proportional treaty businesses (individual and group life).		
9.1.6	Ability to generate a statement of account for the proportional life treaties during a specific period/quarter by cedant/broker/retrocessionaire, type of cover etc.		
9.1.7	Ability to generate a report showing all the non-proportional treaty businesses (individual and group life).		
9.1.8	Ability to generate a statement of account for the non-proportional life treaties during a specific period/quarter by cedant/broker/retrocessionaire, type of cover, etc.		
9.1.9	Ability to generate a report showing all the facultative businesses (individual and group life).		
9.1.10	Ability to generate a statement of account for the facultative life business during a specific period/quarter by cedant/broker/retrocessionaire, type of cover, etc.		



9.1.11	Ability to generate a report showing the shares held by the different co-reassurers for individual and group life treaties held with the different cedants and the shares held by the different retrocessionaires for individual and group life treaties held with the different reinsurers.		
9.1.12	Ability to generate reports showing the claims processed and paid based on criteria such as period/quarter, treaty code, cedant/broker, type of cover (disability, death, critical illness, etc.) under Individual, Group Life Treaty and Facultative Businesses.		
9.1.13	Ability to generate reports showing the claims recoverable from the retrocessionaire based on the criteria such as period/quarter, retrocessionaire, etc., under the Individual, Group Life Treaty and Facultative Businesses.		
9.1.14	Ability to generate reports showing the pending claims based on the criteria such as period/quarter, cedant/ broker, etc., under the Individual, Group Life Treaty and Facultative Businesses.		
9.1.15	Ability to generate reports showing the premium refunds, applicable commissions/ brokerage clawback processed and paid for a period/ quarter, cedant/broker, etc., under the Individual, Group Life Treaty and Facultative Businesses.		
9.1.16	Ability to generate reports showing the recoverable retrocession premium and applicable commissions' refunds based on the criteria such as period/quarter, retrocessionaire, etc., under the Individual, Group Life Treaty and Facultative Businesses.		



9.1.17	Ability to generate reports showing the pending refunds including the commissions and brokerage, based on the criteria such as period/quarter, cedant/broker, etc., (Individual, Group Life and Facultative Businesses).		
9.1.18	Ability to generate loss report per cedant company.		
9.1.19	Ability to generate loss report per portfolio.		
9.1.20	Ability to generate loss report per product.		
10.	Life Reinsurance: Other Requirements		
10.1.	Ability for the system to incorporate workflow for the different processes as applicable, including, but not limited to, approval of claims request, approval of the actual payment of the claims, approval of change to critical policy details, etc.		
10.2.	Ability to attach scanned hard copy documents to the System or alternatively, to reference documents from a Document Management System.		
10.3.	Ability for the system to integrate with the financial modules (General Ledger) of the Corporation.		



A.3 Reinsurance Accounting

Requirement Number	Requirement Description	Bidders Response (A, B or C)	Remarks
1.	<p>Reinsurance Accounting (General and Life)</p> <p><i>NOTE: This is where all transactions in the reinsurance system will converge for reporting. At a minimum the system should be able to produce a profit and loss statement for reinsurance business unit.</i></p>		
1.1.	Ability to define and control accounting periods.		
1.2.	Ability to raise draft and final credit/debit memos, with the option for reprinting the same, following appropriate authorization.		
	Ability to raise draft and final SOAs in respect of outward treaties and claim recovery with the option for reprinting the same, following appropriate authorization.		
1.3.	Ability to raise receipts for the premiums received from cedants, with automatic generation of a unique receipt number.		
1.4.	Ability to automatically allocate/post the receipts of the premiums received to the relevant cedant under the specific period/quarter.		
1.5.	Ability to raise receipts for the recoverable claims/commissions received from the retrocessionaires.		
1.6.	Ability to automatically allocate the receipts raised, to the relevant retrocessionaire for the particular period for which the claim payment is being made.		
1.7.	Ability to raise payment voucher for payment of claims to the Cedant.		
1.8.	Ability to raise payment voucher for payment of commissions/brokerage to the cedant/brokers.		
1.9	Ability to raise payment voucher for premium payments due to the retrocessionaires and automatically allocate/post the same under the		



	specific period/quarter of payment.		
1.10	Ability to raise payment voucher for payment of the portfolio withdrawals (general) and refunds (life), to the cedant and automatically allocate the same to the specific period for which is it being paid.		
1.11	Ability to record transactions based on accounting year and underwriting year.		
1.12	Ability to post the reinsurance accounting transactions to the organization's General Ledger on a real – time/periodic basis.		
1.13	Ability for the system to allow passing of adjustment journals.		
1.14	Ability for the system to handle multiple currencies (e.g., NRS, USD, EUR, GBP).		
1.15	Ability for the system to capture daily exchange rates for the different currencies for the purpose of translating to Nepal Rupees while automatically calculating the exchange gain/loss. The system should also be able to maintain a history of the exchange rates.		
	Ability to generate portfolio wise premium/ claim/ commission and other related account.		
2.	Reporting Requirements for Reinsurance Accounting (General and Life)		
2.1.	Ability to generate the aging outstanding premium balances to be received from the different cedants for the general and life businesses, with the flexibility for the user to choose the aging period.		
	Ability to generate outstanding amount (Line of Business wise) to be received from the different cedants for the general and life businesses, with the flexibility for the user to choose the aging period.		



	Ability to notify and generate list of overdue MDP installments in inward/outward non-proportional treaty		
2.2.	Ability to generate the aging outstanding premium balances to be paid (retroceded) to the different retrocessionaires for the general and life businesses, with the flexibility for the user to choose the aging period.		
	Ability to generate a report that shows the aging outstanding balances of the recoverable claims (retro-treaty wise) to be received from the retrocessionaire, with the flexibility of allowing the user to choose the aging period		
	Ability to generate a report that shows the outstanding balances of the recoverable claims (event-wise incase of CAT Recovery) to be received from the retrocessionaire, with the flexibility of allowing the user to choose the aging period		
2.3	Ability to generate the aging outstanding claims balances to be received from the different retrocessionaires and cedants (in the instance of cash calls or due to premium adjustments) for the general and life businesses, with the flexibility for the user to choose the aging period.		
2.4	Ability to generate the list of receipts raised during a particular period, for the premiums/recoverable claims received from a particular cedant, broker/retrocessionaire under treaty/facultative businesses.		
2.5	Ability to generate the list of payment vouchers raised during a particular period, for the claims paid/premiums retroceded to a particular cedant, broker/retrocessionaire under treaty/facultative businesses.		
2.6	Ability to generate a report that shows the expected premium income vs. the		



	minimum deposit premiums for the non-proportional treaty and facultative businesses.		
2.7	Ability to generate reports that shows transactions based on the accounting year and underwriting year for treaty and facultative businesses.		
2.8	Ability to generate the report showing the commissions/brokerage paid/payable to the cedants/brokers for inward treaty business.		
2.9	Ability to generate the report showing the commissions/brokerage to be received from the retrocessionaire for outward treaty business.		
	Ability to generate monthly/quarterly service charge payable to Nepal Insurance Authority		



B. Additional Feature Required on Reinsurance Management System (RMS) as of Nepal Reinsurance requirements

The actual scope, quantities, or items may vary and can be **increased or decreased** as required during implementation.

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#	Requirement Description	Bidders Response (A, B or C)	Remarks
1.	Claims Management for Treaty and Facultative (Local and International)		
	Ability to automatically register a claim request received via email from the cedant/broker for treaty and facultative businesses.		
	In the instance, the claim is beyond the limit specified on the treaty/facultative contract, the ability within the system to flag and trigger further approvals.		
2.	Reporting Requirements		
	Ability to generate a report that shows the Original Gross and Net Premium Income (OGNPI) for a particular treaty/facultative business during a given period.		
	Ability to generate a report that shows the treaty/facultative business signed during the current year as compared to the previous year, with differences in the share's participations		
	Ability to generate a report that shows the reserves, which is the reserved amount for potential losses for treaty/facultative		
	Ability to generate a report that shows excess of losses reinsured to other reinsurers/retrocessionaires.		
	Ability to generate a report that shows the risks associated per class of business, sub-class of business, country versus premiums/claims.		
	Ability to report large losses which is beyond a defined threshold for a given treaty/facultative contract, class of business, sub-class of business, etc.		
	Ability to generate a report that shows the aggregate of the claims paid to an insured through different cedant/broker companies.		
	Ability to generate a report that shows the date on which a particular claim was reported, registered, paid, etc.		
	Ability to generate a report that shows the premiums that have been adjusted and hence, have been reinstated in the		



	system.		
	Ability to generate a report that lists the cash call claims with indication of the amounts to be credited by the cedant.		
	Need to Consider some reports will be requested based on the requirements		
3	General Reinsurance: Other Requirements		
	Ability for the system to trigger notifications when the outstanding premium balances from the cedants, have reached a specific threshold (e.g., based on a specific amount and/or period set within the system).		
	Ability to automatically send the debit notes/invoices via email to the cedant/ brokers for facilitating payments of the premiums as per a schedule indicated on the system, e.g., quarterly basis, etc.		
	Ability to generate a particular report in different file formats as per the user needs, example, Adobe, HTML, MS Excel, etc.		



B.2 Life Reinsurance requirements

Requirement Number	Requirement Description	Bidders Response (A, B or C)	Remarks
1.	Master Data		
	<ol style="list-style-type: none"> 1. Individual Life Product 2. Benefit Riders for Individual Life Products 3. Group Life Products 4. Benefit Riders for Group Life Products 5. Profit Commission Rates 6. Commission Rates 7. Brokerage Rates 8. Quota Share Percentages 9. Surplus Percentages 10. Facultative Percentages 11. Amount at risk tables with corresponding premium rates for the different Individual Life Products, with Unique Code/Identifiers for each table. 12. Amount at risk tables with corresponding premium rates for different individual life insured. 13. Ability to track multiple coverages of the same individual insured. 		
2.	Managing Individual Life Proportional Treaties (Local and International)		
	Ability for the system to automatically list all individual life policies, which are due for renewal during a specific period.		
	Ability to renew the existing individual life policies.		
	Ability to add new individual life policy holders to the existing individual life proportional treaties.		
	Ability to lapse an individual life policy under proportional treaties.		
	Ability to process refunds for an individual life policy holder under proportional individual life treaties.		



	Ability to capture the percentage of shares among the participants and automatically calculate and apportion the same as per the individual life proportional treaty terms.		
	Ability to capture the percentage of commissions for cedants when creating new individual life proportional treaty or during renewal of the same.		
	Ability to capture the percentage of brokerage for brokers when creating new individual life proportional treaty or during renewal of the same.		
	Ability to separately track main benefits from the rider benefits for individual life policies, as applicable.		
	Ability for the system to track variation from the amount at risk tables with respect to age of individual life policy holder and term of the policy.		
	Ability to keep track of previous policies held by an individual life policy holder, so as to handle accumulations.		
3.	Managing Group Life Proportional Treaties (Local and International)		
	<ol style="list-style-type: none"> 1. Share Participation Percentage among the Participants 2. Sums Assured 3. Product Code (for Main and Rider Benefits) 4. Number of Schemes 5. Number of Lives Covered 		
	Ability to capture alterations to an individual life policy in case of any advised changes, for example, sums assured, age, term, etc., including, computation of the necessary premium adjustments.		
	Ability to capture the share percentages (e.g., surplus, quota share, facultative) among the participants for the proportional group life treaties.		
	Ability to automatically calculate and apportion the shares among the participants based on the share percentages captured on the group life treaty.		



	Ability to capture commission percentages for cedants under the proportional group life scheme.		
	Ability to automatically calculate the commission amounts for cedants based on the percentages captured, for the group life treaties.		
	Ability to separately track main benefits from the rider benefits for group life policies, as applicable.		
4.	Managing Non-Proportional Life Treaties (Local and International)		
	<ol style="list-style-type: none"> 1. Number of Lives Covered under the Treaty 2. Estimated and Actual Values relating to cedants'/brokers' Net Retained Sums Assured 3. Consolidated Cedant Retention Figure 		
	Ability to capture the share percentages among the participants for the non-proportional treaties.		
	Ability to automatically calculate and apportion the shares among the participants based on the percentages specified on the non-proportional treaties.		
5.	Managing Life Facultative Business (Local and International)		
	Number of Lives Covered		
6.	Claims Management for Treaty and Facultative Life Business (Local and International)		
	Ability for the system to check whether premiums for a particular individual life policy/individual life policy under a group life scheme, have been paid prior to processing a claim request.		
	Ability to support processing of the main benefit and rider benefits of a claim separately.		
	Ability for the system to automatically trigger a flag if an individual life policy/individual		



	life policy under the group life scheme has liability exceeding the free cover limit of the scheme and to verify if the required medical underwriting was done.		
	In the instance, the claim is beyond the limit specified on the treaty/facultative contract, the ability within the system to flag and trigger approvals, prior to processing the payment of the claim.		
7.	Medical Underwriting (Individual and Group Life Schemes)		
	<ol style="list-style-type: none"> 1. Date of Referral (in case of referral to the Retro) 2. Decision from Retrocessionaire 3. Date when the Cedant is Advised 		
	Ability to link a medical case with the individual handling the case and to assign status to the cases, for example, pending, in progress and complete, etc.		
9	Reporting Requirements for Individual, Group Life Treaty and Facultative Businesses (Local and International)		
	<i>NOTE: The reports should be customizable so as to meet the different needs of the users.</i>		
9.1.	Life Treaty and Facultative Business Reports		
	Ability to generate Reassurance Certificate showing the amount at risk for each individual life, for the entire term of the policy. The report should be able to capture details such as Policy number, name, terms, plan, amount at risk, premiums, commission, etc.		
	Ability to generate Reassurance Definite Certificates showing the reinsured amount for each member within a group life scheme (treaty and facultative businesses).		
	Ability to generate data for producing actuarial valuation reports for individual and		



	<p>group life businesses with information that includes, but not limited to, name of the cedant, business per quarter, number of lives covered, number of schemes (group life), sum assured, premiums, commissions, claims, number of claims, alterations (including lapses, refunds, etc.) and the net premiums.</p> <p>NOTE: With the ability to separate new business from renewed business for the Individual Life data.</p>		
	<p>Ability to generate data to produce compliance reports required by the insurance regulatory authority for individual and group life business with information that includes, but not limited to, name of the cedant, business per quarter, number of lives covered, number of schemes (group life), sum assured, premiums, commissions, claims, number of claims, alterations (including lapses, refunds, etc.) and the net premiums.</p> <p>NOTE: With the ability to separate new business from renewed business for the Individual Life data.</p>		
	<p>Ability to generate report that shows the main policy benefits for an individual/group life policy.</p>		
	<p>Ability to generate report that shows the rider benefits for an individual/group life policy.</p>		
	<p>Ability to generate a report that shows the renewed businesses for individual and group life showing the shares held, increase/decrease in the shares held in relation to previous year, etc.</p>		
	<p>Ability to generate a report that shows the lapsed policies for individual life and withdrawals under group life.</p>		
	<p>Ability to generate a report that shows the cancelled policies for Individual and Group Life.</p>		
	<p>Ability to generate a report that shows the reinstated policies for Individual and Group Life.</p>		



	Ability for the system to profile the cause of the claim under the individual/group life, for purposes of statistics and actuarial reporting.		
	Ability to generate loss report per cedant company.		
	Ability to generate loss report per portfolio.		
	Ability to generate loss report per product.		
9.2.	Medical Underwriting Reports		
	Ability to generate a report that shows all the cases for which medical underwriting is required under individual and group life.		
	Ability to generate a report that shows all the cases for which medical underwriting is in progress under individual and group life.		
	Ability to generate a report that shows the cases for which medical underwriting has been completed under individual and group life.		
	Ability to generate a report that shows the cases for which medical underwriting is pending for individual and group life.		
	Ability to generate a report that shows the users handling specific medical underwriting cases.		
10.	Life Reinsurance: Other Requirements		
	Ability for the system to trigger notifications when the outstanding premium balances from the cedants, have reached a specific threshold (e.g., based on a specific amount and/or period set within the system), when a user logs into the system.		
	Ability to create new individual / group life products.		
	Ability to import bulk data under the individual and group life treaty and facultative businesses into the system, for example, using Microsoft Excel. At a minimum the system should be able to import the following data: <ul style="list-style-type: none"> 1. Individual life policies. 2. Individual riders. 3. Group life policies. 		



	<ul style="list-style-type: none"> 4. Group riders. 5. Lapsed policies (individual or group life scheme) 6. Cancelled policies (individual or group life scheme) 7. Reinstated policies (individual or group life scheme) 8. Refunds under the group life scheme. 		
	Ability to automatically verify data integrity and format during the data import as per the defined parameters within the system and to throw exceptions when erroneous data is detected.		
	Ability to view the data after the importation is complete, so as to facilitate the user to perform a manual check for correctness of the data being imported.		
	Ability to reverse the data import, in the instance the wrong data has been imported. The user should be able to reverse either a single record or the batch that was imported as a whole.		
	Ability to post the data after verification of completeness and integrity, so as to ensure that the data is now available in the system.		
	Ability to reverse posted data, after obtaining authorization via the system.		
	Ability for the system to automatically determine the apportioning of the imported data and post the same based on the individual and group life treaty/facultative business terms.		
	Ability to add/edit data to an existing amount at risk table and/or premium rates table.		



B.3 Reinsurance Accounting

sNumber	Requirement Description	Bidders Response (A, B or C)	Remarks
1.	<p>Reinsurance Accounting (General and Life)</p> <p><i>NOTE: This is where all transactions in the reinsurance system will converge for reporting. At a minimum the system should be able to produce a profit and loss statement for reinsurance business unit.</i></p>		
	Ability to define chart of accounts for reinsurance business. The chart of accounts should have segments to allow reporting at different levels.		
	Ability to automatically allocate the payment of claims/commissions/brokerage to the relevant cedant/broker for the specific period/quarter.		
	Ability to automatically allocate the payment of the retroceded premiums to the relevant retrocessionaire for the specific period/quarter.		
	Ability to incorporate different approval levels processing payments based on the limits specified by the organization.		
	Ability to incorporate Reverse/ Supplementary / adjustment of Debit/ Credit note.		
	Ability to generate financial reports and related accounts as per the requirement of NFRS 17 and Risk Based Capital (RBC) as per Nepal Insurance Authority (NIA) guideline		
2.	Reporting Requirements for Reinsurance Accounting (General and Life)		
	Ability to generate the aging outstanding claims balances to be paid to the different cedants for the general and life businesses, with the flexibility for the user to choose the aging period.		
	Ability to generate a report on premium tax for a particular period. Additionally, one should also be able to generate this report in a particular format/template for the purposes of submission to the Commissioner of Insurance (an insurance regulatory body in Nepal)		



	Ability to generate monthly TDS payable cedent/broker/reinsurer wise to Income Tax Authority		
	Ability to send monthly outstanding statement to the cedents/broker authorized email regarding inward business, outward business and claim recoveries		

C. Data Migration

Consultant shall be responsible for migrating data from each existing software to the newly implemented RMS. Scope of data migration shall be full transaction. Consultant shall ensure seamless transfer of information while minimizing downtime, data loss and disruptions to business operations. Post migration verification report shall be submitted to Nepal Re with evidence of confirmation of data accuracy and system stability. Consultant shall address any issues or discrepancies that may arise after the migration.

- Different Excel files
- Direct access from the Existing Software

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D. Application Training

The supplier should be responsible for delivering comprehensive technical and functional training to Nepal Re employees for effectively utilizing the newly supplied RMS.

This includes offering specialized core technical training to a minimum of Five (5) Nepal Re employees specifically focused on the new RMS.

Furthermore, detailed functional training should be provided to at least Fifty (50) staff members from various departments within Nepal Re to ensure proficient operation of the new RMS.

The supplier should be also responsible to provide training to at least Ten (10) high level officials to make them understand about general system functions, operation critical to business and the business continuity process if the system is failed/did not function.

Under this arrangement, the vendor shall be responsible Quoting the Price **only for providing the required manpower resources** which includes all the cost related to the resource person to deliver these services (Training) no additional cost will be borne by Nepal Re for the resource person's

All other expenses regarding the training here in local **fully borne by Nepal Re.**



E. Warranty Service

Warranty Period

- Specify the minimum warranty duration 12 Months starting from the date of successful Implementation, commissioning, and acceptance.

Scope of Warranty

- Coverage for all supplied software.
- Warranty must include Issue fixation at no additional cost.

Service Response Time

The vendor must acknowledge and respond to any reported fault, incident, or service request within the defined timeframe (e.g., within **24 hours** of notification). The response must include initial diagnosis and commencement of corrective action.

Where the issue cannot be resolved remotely, the vendor shall arrange **on-site support** within the agreed period. The total time to resolve the issue must not exceed the specified resolution window agreed upon in the detail Specification

On-Site Support

- Vendor must provide on-site technical support during the warranty period when remote resolution is not sufficient.

Preventive Maintenance

- Include periodic preventive maintenance visits (if applicable) during the warranty period at no extra cost.

Software Updates

- Provide all necessary updates, patches, and upgrades released during the warranty period at no additional cost.

Documentation and Reporting

- Vendor must maintain service logs and provide reports after each maintenance or repair activity.



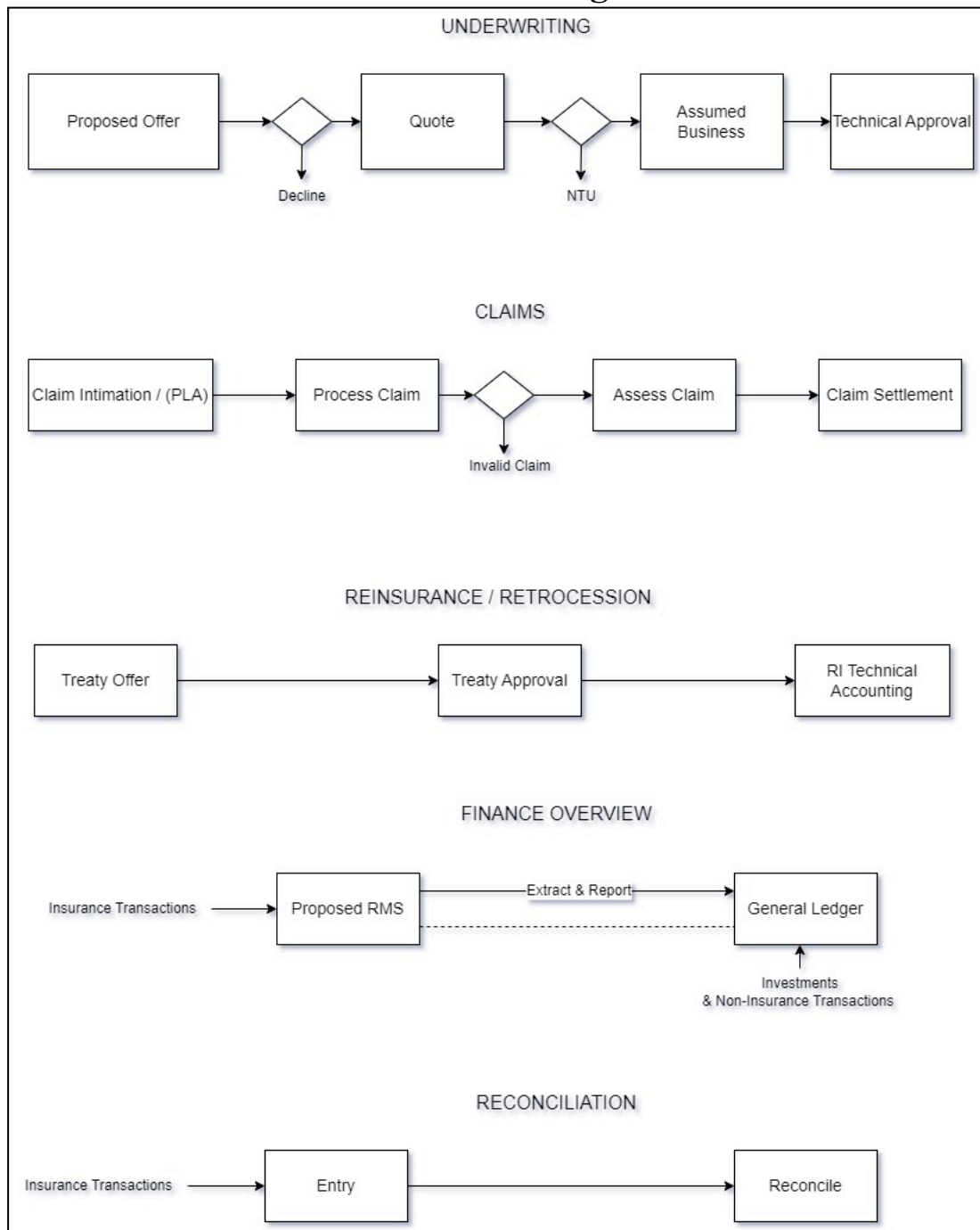
F. Annual Maintenance Contract (AMC) and Support

The Annual Maintenance Contract (AMC) shall start only after Warranty Service Completion of the RMS and acceptance of final report by Nepal Re. All support cost should be included in the AMC cost. Hidden support cost is not applicable during AMC period. The cost of AMC shall be also included during the financial evaluation of the consultant. The cost of AMC shall not be more than 15% of the total software acquisition cost.

- 24x7 global support center to be available for remote monitoring and support with necessary expertise on the propose product.
- The supplier shall have to arrange such support arrangement for next 5 years from date of contract.
- During the entire contract period, software shall be under maintenance of the Supplier & shall fully comply with all the regulatory compliance, industry best practices at all times.
- All bug fixes, version upgrades, updates related to all components of the solution to be performed by supplier free of cost during entire contract period.
- Compulsory Onsite support visit at Nepal Re on Semi Annually basis.
- Data / Software Recover and re setup of RMS if needed.



4. Drawing





Section VI. General Conditions of Contract

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

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

Table of Clauses

1. Definitions	100
2. Contract Documents	101
3. Fraud and Corruption	101
4. Interpretation	103
5. Language	104
6. Joint Venture, Consortium or Association	104
7. Notices	104
8. Governing Law	105
9. Settlement of Disputes.....	105
10. Scope of Supply.....	105
11. Delivery	105
12. Supplier's Responsibilities.....	105
13. Purchaser's Responsibilities.....	105
14. Contract Price	106
15. Terms of Payment.....	106
16. Taxes and Duties	107
17. Performance Security	107
18. Copyright	107
19. Confidential Information	107
20. Subcontracting	108
21. Specifications and Standards	109
22. Packing and Documents	109
23. Insurance.....	110
24. Transportation	110
25. Inspections and Tests.....	110
26. Liquidated Damages	111



27. Warranty.....	111
28. Patent Indemnity	112
29. Limitation of Liability.....	113
30. Change in Laws and Regulations.....	114
31. Force Majeure	114
32. Change Orders and Contract Amendments.....	115
33. Extensions of Time	115
34. Termination.....	116
35. Assignment.....	117



Section VI. General Conditions of Contract

1. Definitions

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

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.



- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (o) “GoN” means the Government of Nepal.
- (p) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.3 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply.

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁶ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁷ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

⁶ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁷ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.



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- (iv) “coercive practice”⁸ is 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;
- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.
- 3.2 Without prejudice to any other rights of the Purchaser under this Contract, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:
- if it is established that the Supplier committed acts specified in ITB 3.2,
- (a) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.
- 3.3 In case of DP funded bid, DP:
- (a) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and

⁸ a “party” refers to a participant in the procurement process or contract execution.



appropriate action satisfactory to the Bank to remedy the situation;

- (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (c) will have the right to require that Suppliers to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

4. Interpretation

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

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) 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 SCC**.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

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



any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.6 Severability

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

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

6.2 The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.

7. Notices

7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the**



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- SCC.** The term “in writing” means communicated in written form with proof of receipt.
- 7.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 8. Governing Law** 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
- 9. Settlement of Disputes** 9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.
- 10. Scope of Supply** 10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
- 10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 11. Delivery** 11.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are **specified in the SCC**.
- 12. Supplier’s Responsibilities** 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
- 13. Purchaser’s Responsibilities** 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.



13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

14. Contract Price

14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

15. Terms of Payment

15.1 The Contract Price shall be paid **as specified in SCC**.

15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11.1 and upon fulfillment of all the obligations stipulated in the Contract.

15.3 Unless otherwise specified in the SCC, the Purchaser shall retain from each payment due to the Contractor the proportion stated in the SCC. Half of the total amount retained shall be repaid to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations and half when the supplier has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.

15.4 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

15.5 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.

15.6 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.4, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.



16. Taxes and Duties

- 16.1 For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal.
- 16.2 For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17. Performance Security

- 17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

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



19. Confidential Information

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

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

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

- (a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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



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- 20. Subcontracting**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.
- 21. Specifications and Standards**
- 21.1 Technical Specifications and Drawings
- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.
- 22. Packing and Documents**
- 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the



Goods and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

23. Insurance

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

24. Transportation

24.1 Obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

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



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

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

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

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

26. Liquidated Damages

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

27. Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate



all recent improvements in design and materials, unless provided otherwise in the Contract.

- 27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.
- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

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



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- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.



29. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct :

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

30. Change in Laws and Regulations

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

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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



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

32. Change Orders and Contract Amendments

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33. Extensions of Time

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



Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) The supplier uses the advance payment for matters other than the contractual obligations.
 - (iv) The purchaser may terminate the contract at any time in the following condition.
 - (a) does not commence the work as per the contract,
 - (b) abandons the contract with out completing,
 - (c) fails to achieve progress as per the contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to pay to the Purchaser for any whole costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.



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

34.2 Termination for Insolvency

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

34.3 Termination for Convenience

- (a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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



Section VII. Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: Nepal
GCC 1.1(j)	The Purchaser is: Nepal Re-insurance Company Limited
GCC 1.1(k)	Related Services include Customization, Installation, Training, Go-Live Support, and 5-year Comprehensive AMC.
GCC 1.1 (p)	The Site is: Nepal Re-insurance Company Limited, Office at Thapathali, Kathmandu
GCC 4.2 (b)	The version of Incoterms shall be: 2020
GCC 5.1	The language shall be: English
GCC 7.1	For notices , the Purchaser's address shall be: Name and Address of the Purchaser: Nepal Re-insurance Company Limited, Kathmandu Telephone: +977-01-5970401, +977-01-5970402 Electronic Mail Address: pralhad.pandey@nepalre.com.np
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures in accordance with law of Nepal at Kathmandu .
GCC 10.1	The Scope of Supply shall be defined in: Section V, Schedule of Requirements . (The Scope includes Supply, Customization, Installation, Testing, Training, Go-Live and Comprehensive Annual Maintenance Contract for 5 years.)
GCC 11.1	<p>Details of shipping and documents to be furnished by the Supplier shall be: <i>Not Applicable</i></p> <p>The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <p style="padding-left: 40px;">a) Copies of the Supplier's invoice showing the description of the</p>



	<p>Goods, quantity, unit price, and total amount;</p> <p>b) Copy of packing list indentifying the contents of each package;</p> <p>c) Delivery note, railway receipt, or truck receipt;</p> <p>d) Manufacturer’s or Supplier’s warranty certificate;</p> <p>e) Certificate of origin; and</p> <p>f) Inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report;</p> <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 14.2	<p>The prices charged for the Goods delivered and the Related Services to be performed shall be <i>fixed for the duration of the contract</i>. Also, AMC price shall remain fixed for 5 years with no price escalation allowed except for changes in applicable taxes as per prevailing Nepali law.</p>
GCC 15.1	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <ol style="list-style-type: none"> 1. The payment shall be made: <ol style="list-style-type: none"> (a) through an irrevocable confirmed letter of credit opened in favour of the Supplier or (b) through accounts division/unit of the Purchaser 2. Payments shall be made in the following manner: <ol style="list-style-type: none"> (a) Advance Payment: <i>Not Applicable</i> (b) Milestone 1: <i>Supply, Installation and Implementation (Go-Live and Training Completion) of RMS core software: 50%</i> of contract price (excluding AMC cost). (c) Milestone 2: <i>Final Acceptance with customization as per SoR. 30%</i> of contract price (excluding AMC cost). (d) Milestone 3: <i>After warranty period. 20%</i> of contract price (excluding AMC cost). (e) Milestone 4: <i>AMC cost</i> will be paid semi-annually at the end of every sixth month upon the satisfactory performance.
GCC 15.3	<p>The proportion of payments retained is: <i>NA</i></p>
GCC 15.5	<p>The currencies for payments shall be: <i>USD, INR, or NPR</i></p>



GCC 15.6	The interest rate that shall be applied for payment delay is: <i>NA</i>
GCC 17.1	<p>The Supplier shall provide a Performance Security as follows:</p> <ol style="list-style-type: none"> I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. II. For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. <p>The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.</p> <p>The Performance Security shall be valid for the period of 13 months from the date of completion (upto warranty period) of project. The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.</p>
GCC 17.3	<p>The types of acceptable Performance Securities are: A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or commercial bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms. Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.</p>
GCC 19	<p>The Supplier shall maintain strict confidentiality of all reinsurance data, policy information and business data. Any breach shall be treated as material breach and may lead to termination, blacklisting and suing.</p>
GCC 22.2	<p>The packing, marking, and documentation within and outside the packages shall be: Nepal Re-insurance Company Limited</p>



<p>GCC 23.1</p>	<p>The Supplier shall, at its own cost, arrange and maintain insurance for the Goods and Related Services as specified below:</p> <p>a. For the Supply, Customization, and Delivery of Software and Related Services (if any physical media, hardware, or documents are involved): The Goods shall be fully insured in a freely convertible currency (USD or NPR) from an eligible country or by an insurance company registered in Nepal, against all risks of loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery up to the final destination (Site). The insurance shall cover 110% of the CIP (or EXW as applicable) value of the Goods on “All Risks” basis including risks of theft, pilferage, non-delivery (TPND), strike, riots, civil commotion (SRCC), and war clauses, from “warehouse to warehouse”.</p> <p>b. For the Software and Customization Services: The Supplier shall maintain Professional Indemnity Insurance / Errors & Omissions (E&O) Insurance with a minimum coverage of 110% of the Contract Price (excluding AMC) to cover any loss, damage, or liability arising from errors, omissions, defects, or negligence in the design, customization, implementation, or performance of the Reinsurance Management System Software during the Warranty and AMC periods.</p> <p>c. During Warranty and AMC Period: The Supplier shall maintain adequate insurance coverage (including cyber liability insurance where applicable) to protect against any loss or damage to the software system, data, or related services caused by the Supplier’s personnel, subcontractors, or during the provision of maintenance services. The Purchaser shall be named as a co-insured or beneficiary in the relevant policies.</p>
<p>GCC 25.2</p>	<p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places: <i>As per SoR</i></p>
<p>GCC 26.1</p>	<p>The applicable rate of liquidated damages shall be: <i>0.05 percent of the Contract Price per day</i></p>
<p>GCC 26.1</p>	<p>The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price</i>. The contract shall be terminated, if liquidated damages exceed 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.</p>
<p>GCC 27.3</p>	<p>The Warranty Period shall be 6 (Six) months from the date of Final Acceptance. During Warranty, the Supplier shall provide services like upgrades, patches, bug fixes free of cost.</p>



Section VIII. Contract Forms

Table of Forms

Letter of Intent	126
Letter of Acceptance.....	127
Agreement Form	128
Performance Security	129
Advance Payment Security	130



Letter of Intent
[on letterhead paper of the Purchaser]

..... *date*

Notes on Letter of Intent

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

To: *name and address of the Supplier*

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

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

Authorized Signature:

Name:

Title:

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



Letter of Acceptance
[on letterhead paper of the Purchaser]

..... *date*

To: *name and address of the Supplier*

Subject: .Notification of Award

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

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

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

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

Authorized Signature:

Name and Title of Signatory:



Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Requirements; and
 - (f) [*indicate any other documents required as appropriate*]

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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



Performance Security

[insert complete name and number of Contract]

To: *[insert complete name of Purchaser]*

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

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

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

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

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

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

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

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

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

Date: *[insert date of signing]*



Advance Payment Security

[insert complete name and number of Contract]

To: *[insert complete name of Purchaser]*

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

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

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

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

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

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

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

Date: *[insert date of signing]*

SECTION-VI

Bill of Quantities

Notes for Unit Rate Contracts :

Objectives

The objectives of the Bill of Quantities are

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Content

The Bill of Quantities should be divided generally into the following sections:

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (c) Day works Schedule;
- d) Provisional Sums; and
- (d) Summary.

Preamble

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

Work Items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

Summary

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

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

Bill of Quantities

Total of Procurement Items	
Total Item Price	
VAT	
Grand Total	