

**Request for Proposal (RFP)
For
Supply & Installation of Call Center Solutions**

December 2018

Head Office

General Administration & Procurement Department

Lazimpat, Kathmandu

Tel No: 977-01- 4428556

Fax: +977-01-4425356

Email: machbank@mbl.com.np

Website: www.machbank.com



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1. Background

Machhapuchchhre Bank Limited (MBL) Kathmandu Nepal is a leading "A" Class NRB licensed commercial Bank having its Head Office in Lazimpat, Kathmandu.

The Bank facilitates its customer needs by delivering the best of services in combination with the latest state of the art technologies and prudent international practices. The Bank is the pioneer in introducing the latest technology in the banking industry in the country. It is the first bank to introduce centralized banking software, GLOBUS BANKING SYSTEM of Temenos NV, Switzerland. The bank provides modern banking facilities such as Any Branch Banking, Internet Banking, Mobile Banking, Safe Deposit Locker facilities, Utility Bill payment (Telephone & Mobile), ATM (VISA Debit Cards) to its valued customers. Besides these, the Bank is providing 365 Days Banking and Evening Counter services to the customers through many of its offices.

MBL is engaged in banking activities all across Nepal. MBL caters more than 600 thousand customers from all fields, through its 90+ branch outlets, 38 Branchless Banking Units and more than 100 ATMs spread all across the country.

2. Scope of Work

The proposed scope of work includes supply and installation of comprehensive Call Center solution supporting both inbound and outbound operation with IVR functions capable of establishing communication through Omni Channel to render support to our existing and prospective customers.

3. Eligible Criteria

Only those bidders who fulfill the following criteria are eligible to respond the RFP. Offers received from the vendors who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

3.1 The bidder should:

- i. Be in business of software development & implementation for at least 3 (Three) years with added advantage to vendor specialization in Call Center solution.
- ii. Be Registered Company under relevant act of their country.
- iii. Have installed call center technology in at least 3 organizations with 3+ call representatives.
- iv. Should have minimum 3 expert HR professionals in field of Information System or Call Center operations and should be on permanent payroll of the organization.

3.2 The bidder should not

- i. Have been blacklisted/ criminally prosecuted by any Government Authority, Banks & Financial Institution mainly on fraud, anti-money laundering or any other such crime.

Note: The bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents /certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluates the claims made by the vendor independently.

4. Instruction to Bidders

- a) RFP can be purchased against payment of NPR 6,000.00 in the form of Cash or /TT/Draft favoring Machhapuchchhre Bank Ltd. RFP document shall be emailed to authorize Email ID of bidder on receipt of payment or can be collected from the Bank.
- b) The bidders shall be disqualified, if bidders try to influence the decision of Bank in their favor.
- c) The bidders shall submit financial and technical proposal sealed separately with on main sealed envelope marked “**Request for Proposal for Supply & Installation of Call Center Solutions**” and is to be submitted to the Bank within the deadline mentioned in the RFP Document.
- d) Preparation of bids and associated cost: All costs incurred in the preparation of a bid or bids in response to this invitation for bid will be the responsibility of the bidder, and will not be reimbursed by the Bank. Bids should be prepared in a manner providing a straightforward, concise description of the bidder’s ability to meet the requirements of this invitation for bid.
- e) Conflict of Interests: Each bidder, by submitting a bid, ensures that bank, consultant, vendor (Software, Hardware, Network) does not have any direct or indirect financial interest in its business or this project.
- f) The proposal amount must be inclusive of all applicable taxes.

5. Contact Information

For proposal submission purposes and clarification purposes only, the Bank's address is:

Administrative Enquiry

General Administration & Procurement Department
MBL Tower, Lazimpat, Kathmandu, Nepal.
Tel No: 977-01- 4428556
Fax: +977-01-4425356
Email: admin@mbl.com.np

Technical Enquiry

Hem Kumar Shrestha
MBL Tower, Lazimpat, Kathmandu, Nepal.
Tel No: 977-01- 4428556
Fax: +977-01-4425356
Email: hem.shrestha@mbl.com.np

No enquiry shall be entertained after December 30, 2018

Sealed application must be submitted to General Administration & Procurement Department, Lazimpat, Kathmandu marked **“Request for Proposal for Supply & Installation of Call Center Solutions”** on December 30, 2018 before 15:00 hours Nepal Standard Time.

The submitted technical proposal only will be opened at 15:00 hours on the following working day in presence or absence of the representatives.

The bidder should submit detailed plan clearly indicating the tentative start and estimated date of completion of proposed solutions. All the documents should be stamped and signed by authorized official of company. Any alteration in bid document shall not be entertained.

6. Validity of the Bid Proposal

The validity period of the proposal shall be **“90 days”**. The prices quoted by the selected bidder shall be: **Fixed and shall not subject to price/rate adjustment/fluctuations.**

7. Dispute Settlement

In case of any dispute arising out between the parties to this agreement, it shall be **settled amicably between the parties**. In case the parties fail to amicably settle the dispute, such dispute may be settled through competent court of Kathmandu, Nepal. The prevailing laws of Nepal shall prevail in this regard.

8. Scope of Proposed Solutions

S. No	Scope	Deliverables
1	Modular Solution:	System should support modular solution consist of Switching, Application and Database servers are on single server or multiple servers, based on load requirements.
2	Scalability:	Scalable from 6 seats to 100+
3	Connectivity	System should be integrated with any brand of EPABX on IP extension or ISDN PRI extensions
		System should also support GSM SIMs as trunk lines for making or receiving calls.
		System should permit VoIP (SIP) for making or receiving calls.
		Agent Terminals can be connected to the application server on IP network.
		Agent terminals can use IP-Phones or Softphones for calling.
4	Hardware	All required hardware including storage shall be arranged by bank as per vendor specification and requirements other than call Center accessories which can be supplied by the vendor. Vendor can quote unit price of those accessories.
5	Interactive Voice Response (IVR) Menu System	Receive all inbound calls on the telephone number specified by the Bank and prompts the callers to make their selections
		Include speech recognition engine in order to support and interpret multiple languages, especially English and Nepali.
		Provide an easy to configure system that enables the users to change the IVR with no hard coding Support messages scheduling
		The IVR solution must be capable to capture usage details of each customer as the customer converses through a call. The IVR solution should have an interface through which usage details can be shared with other solutions.
		The IVR must integrate with the rest of the proposed solution to provide seamless call center performance
		Permitting user to upload and record voice for IVRS

6	Automatic Call Distribution (ACD)	Handle high call volumes efficiently
		Support multiple groups for all call types
		Provide the capability of combining data with the IVR menu system that can intelligently route calls requesting further assistance to a smart ACD
		Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets
		Allow calls to be transferred within the call center
		Support the relaying of the information messages (marketing messages) to voice callers waiting in queues or on hold
7	Computer Telephone Integration (CTI)	Should be able to integrate with setup of a call center solution
		Ability to generate and service requests
		Number masking at process level to protect customer data for any misuse.
		On transferring the call to another agent the screen too should be transferred to that agent's screen
		The CTI must be capable of activating the fast dialing feature of the ACD
		Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc. CTI should be integrated with core call center system and update the IVR
8	Call Center Application	The Call Center application (web based) is also seamlessly interfaced/integrated with CRM, Core Banking Solution/or any other applications defined by bank.
		Call center application should have following features:
		<ul style="list-style-type: none"> • Support Ticket with all related data logging and tracking
		<ul style="list-style-type: none"> • Enable Managers / Supervisors to monitor the overall performance of the Call Center agents and interact when needed. Allow them to barge in and snoop when required.

		<ul style="list-style-type: none"> The application must integrate with the CTI and should be able to pull IVR usage details of the customer including all options selected by the customer and all details entered by customer from the time the customer reaches an agent.
		<ul style="list-style-type: none"> Agent should be able to log and track each ticket. Information of the escalated tickets should be made available as and when required by the Bank.
		<ul style="list-style-type: none"> Application should permit agent to place outgoing calls, handle incoming calls, track key call center metrics, perform workforce management, and upload automated scripts.
		<ul style="list-style-type: none"> Application should have provision of defining role based access rights for proper control.
		<ul style="list-style-type: none"> Permit agent to auto dial from screen
9	Campaign Management	Should have the capability of management and execution of effective outbound calls involving marketing campaigns and calling back to customers.
		Should have the capability to monitor& report of outbound call activities
10	Performance Monitoring and Reporting	Provide the capability to define Key Performance Indicators (KPIs) and measure performance against defined KPIs, both online and with scheduled/ad-hoc reports with following reports at the most;
		<ul style="list-style-type: none"> Agent Performance Analysis
		<ul style="list-style-type: none"> Process analysis
		<ul style="list-style-type: none"> Call Traffic analysis
		<ul style="list-style-type: none"> CRM analysis
11	Integrated Voice Logger	100% recording of calls (especially customer complaints) is to be provided. The recording should contain detailed call information and the solution must provide advanced searching capabilities. The media archives will be preserved for 5 years.
		Calls must be stored for 15 days and preserved and should be made available when required.

12	Language Requirements	The call center must initially support both English & Nepali languages. Other local language support will be required in subsequent phases. The proposed call center solution must be capable to handle multiple languages.
13	Call Center Working hours & Timings	The call center shifts shall be as per bank requirements.
		While during the office hours defined by bank, there would be immediate response. Beyond these hours, the calls are attended in IVRS (Interactive Voice Response System) mode.
14	User Acceptance Testing Tasks	• Develop Test Scripts
		• Support User Acceptance Testing (UAT) activities
		• Resolve any reported problem during UAT
		• Provide a details testing schedule
15	Audit Trail	The audit trail entries must be automatically captured by the system whenever an electronic record is created, modified or deleted and available for reviewing.
16.	Documentation	Vendor must provide comprehensive User (application & administrative) manual to bank.

9. Evaluation Process:

The contract will be awarded to the best evaluated proposal. The Bank reserves the right to award the contract in whole where such action serves the best interests of the Bank. The Bank reserves the right to reject any or all proposals with or without assigning any reasons whatsoever and to negotiate / re-negotiate with the bidders in the best interest of the Bank

Evaluation process for awarding the contract shall be as follows:

Step1:

The obtained technical proposals in response to RFP will be evaluated. Shortlisted firms will be informed.

Step2:

The Shortlisted firms as above will be called for technical presentation on the proposed solutions. For International bidder web presentation shall be considered. Further Shortlisting of the firms will be done on the basis of presentation.

Step3:

Financial proposal of the firms shall be opened for the firms selected as above.

Step4:

Final selection will be carried out based on one to one discussion/deliberations with shortlisted firms and criteria internally set by bank. Changes/ modifications on scope (if required) and other terms and conditions shall be undertaken. Mutual contract will be signed for carrying out the project.

Note:

Bank reserves the right to reject any or all bid application in any stage without assigning any reason whatsoever.

10. Checklist of Documents to be submitted

The bidder submitting the RFP are requested to fill this checklist and also to ensure that the details/ documents have been furnished as called for in this bidding document. Please tick (√) the Yes/No box for this details furnished in the RFP and enclose the documents in the given order.

SN	Description	Yes/No
1	Application Form	
2	The entire Bid documents duly endorsed (signed and stamped)	
3	Valid notarized copies of Company/Firm Registration Certificates & License copy (if any)	
4	Valid notarized copies of PAN/VAT Registration Certificate	
5	Notarized copies of Tax Clearance Certificate of last two fiscal Year	
5	Self-attested copies of Tax Paid/deposit receipt of current fiscal year	
6	Power of Attorney for signing the Bid Documents and if selected for signing the contract	
7	Board Minute	
8	Certification of Authorization or Tie up with any international	



	firm/Company (if any)	
9	Bid Bond Guarantee	
10	Work Experience: Form: SCH-A-1	
11	Current Contract Commitments: Form: SCH-D-1	
12	Technical Proposal in separate sealed envelope	
	a) Firm's Profile	
	b) CVs and IT strength of the staffs involved in project Forms: <i>SCH-B-1 & SCH-B-2</i>	
	c) Financial Health/Working Capital of the Firm Form: SCH-C-1	
	d) Work Plan & Methodology	
	e) Statement of Undertaking from OEM	
	f) Statement of Compliance	
13	Financial Proposal in Separate sealed envelope	

11. Securities

a) **Bid Bond Guarantee**

Bid Security of minimum 2.5% & 5% of total bid amount must be furnished at the time of submission of proposal from national and international vendors respectively. The bid security shall, at the bidder's option, be in the form of a cash/TT/Draft deposit in A/C No. 9999524999998222 (Account name: Sundry Creditors- Bid Margin) at Head Office of the Bank or a Bid Bond issued by a Class A commercial bank in Nepal in format as specified in RFP Documents. The bid security must be valid for a period of minimum of 90 days. No interest will be payable on BID security.

b) Performance Guarantee

The successful national and international bidder shall be required to submit a “Performance Bond” of 5% & 7% of the contract amount respectively issued by a Class “A” Commercial Bank in Nepal with a validity period of at least 180 days from the date of agreement and must be submitted within 7 days of agreement date in the format/wordings as specified by the Bank in the RFP Document.

OR

An equivalent cash margin to be maintained in the Performance Margin Account of the bank with the validity as stated above.

c) Advance Payment Guarantee

Bank can release advance payment to the successful bidder as per contract document against advance payment guarantee of equivalent amount issued by Class “A” Commercial Bank in Nepal.

12. Financial Penalty

- a) The bidder shall compensate the Bank against delayed completion of the task by paying penalty of NPR 1,000 per day for the first 7 days and NPR. 5,000 per day then after.
- b) Neither party shall be liable for damages in case of delays due to Force Majeure, it being understood that both parties shall try to solve problems related to force majeure jointly & amicably.
- c) In case, bidder fails to enter into the contract, after awarding the bid of Call Center Solutions, the Bank shall reserves right to forfeit the Bid Bond Guarantee submitted by the bidder.
- d) In case of non-completion of the task, even after agreed deadline of contract document, the Bank will not be liable to make any payment to the bidder and the Bank shall reserves right to forfeit the Performance Guarantee submitted by the supplier.



13. Release of Payments

As per contract documents.

14. Proposal Forms/Formats

The proposal should be submitted in the prescribed forms, where applicable, as follows:

1. Application Form

2. General Terms and Conditions

3. Formats

- a. SCHEDULE-A Work Experience
- b. SCHEDULE-B Technical Team for the project
- c. SCHEDULE-C Turnover of the firm / company
- d. SCHEDULE-D Current Contract Commitments / Works in Progress

4. Sample Bid Bond Guarantee

5. Sample Performance Guarantee

6. Sample Advance Payment Guarantee

7. Financial Proposal

8. Sample Agreement Paper

9. Statement of Undertaking from OEM

10. Statement of Compliance

1. APPLICATION FORM

[To be printed in the letterhead of the bidder]

Date:

To,

Machhapuchchhre Bank Ltd

General Administration & Project Department,

Corporate Office, Lazimpat, Kathmandu, Nepal

Sub: Submission of Proposal for Supply & Installation of Call Center Solutions

Dear Sir,

This has reference to Request for Proposal (RFP) for Supply & Installation of Call Center Solutions. In response to your notice we hereby submit our interest to provide the proposed solution abiding all the terms and conditions stipulated in this regards and as per mutually agreed finalized scope of work. If we are short-listed, we agree to carryout for Supply and Installation of Call Center Solutions in accordance with scope of work as specified this RFP.

By submitting this application form, we understand that,

- The preliminary scope of work attached along with this document is subject to change upon mutual discussion and understanding.
- Bank may reject our proposal with or without assigning any reason whatsoever.
- Except for duly signed final agreement/contract, Bank accepts no financial commitment.

All the terms and conditions mentioned in the separate document(s) are fully acceptable to us.

Yours sincerely,

Name:

Position:

Name of the Firm/Company:

Signature:

Company/Firm Seal

Contact Telephone/Mobile No.:

Date:

2. GENERAL TERMS & CONDITIONS

A. For Proposal submission:

1. Interested firms, companies (bidder) must be registered with appropriate authority(s) of the Government and must have commenced successful operation of business for minimum 3 years & must submit their past performance certificates/ documents issued by clients.
2. Technical and Financial Proposal should be submitted in separate sealed envelope with all relevant documents along with this application, Technical Proposal at least but not limited to includes,
 - a. Company/Firm Registration Certificates & valid Tax Registration certificate
 - b. Third party Tie ups or collaboration agreement if any
 - c. Company/Firm Profile
 - I. Background
 - II. Organizational Structure
 - III. Experience in implementation of proposed solution
 - IV. CVs and technical/operational strength, qualification /experience of the staffs involved in project.
 - d. References of the implementation of call center technology for any company (if any)
 - e. Proposed Methodology and Work Plan in detail.
3. In case of a private limited or limited company a certified copy of Board Resolution to submit proposal along with the proposal documents.
4. Incomplete & proposal received late shall not be entertained.
5. The Bank reserves the rights to accept or reject any proposal fully or partially at its sole discretion without assigning any reason whatsoever.

B. For Short-listing and other process.

1. Submitted proposal can be opened and analyzed by the Bank at its sole discretion without calling the representative(s) of the bidders.
2. Companies/Firms shortlisted on the basis of their technical proposal will only be eligible for financial evaluation.

I/we have read and understood all the terms and conditions mentioned above and further detailed in respective proposal document(s) for Installation & Implementation of Call Center Technology and confirm that all the terms & conditions are fully acceptable to us.

Name:

Position:

Name of the Firm/Company

Signature:

Contact Telephone No.:

Date:

Company Seal:

3. FORMATS

Schedule A: Work Experience

Form No.: SCH-A-1

Related Similar Projects Completed In Last Three Years					
Sl.	Organization	Project/Contact Person	Contact No.	Project completion date	Brief of Project
Project -1					
Project -2					
Project -3					
Project -4					
Project -5					

Note:

1. It is mandatory to fill work experience in prescribed format only.
2. Mention work experience of related works only.
3. Submit project completion certificates.

Schedule B: Technical Team for the project

Forms: SCH-B-1

Sl.	Position of Deployment	Name of Proposed Personnel	Designation	Qualification	Years of Experience with the firm / company	Total years of experience in related field
1.						
2.						
3.						
4.						
5.						
6.						
8.						

Note:

The CVs for each of the proposed personnel are to be attached mandatorily. The CVs should bear original signature of the proposed personnel agreeing to commit themselves for the project during the proposed timeframe.

Forms: SCH-B-2

CV of Proposed Personnel

Name of Firm / Company		
Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes me, my qualifications and my experience and that I agree to commit for the project during the proposed timeframe if the contract is awarded to this firm / company.

Signature of the staff member

Date:

Schedule C: Turnover of the firm / company

Total annual turnover of the company in the past two years (in NPR). Attach copy of Audited Balance sheet as documentary evidence.

Form: SCH-C-1

Details of Turnover of the firm / company

S.N.	Fiscal Year	Turnover in NPR
1.(Audited)	
2. (Audited / Self Certified)	

Schedule D: Current Contract Commitments / Works in Progress

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Form: SCH-D-1

Name of contract	Employer's Contact Address/Tel/Fax	Value of outstanding work (NPR.)	Estimated completion date
1.			
2.			
3.			
4.			
5.			
etc.			

4. SAMPLE - BID BOND GUARANTEE

To

..... (Beneficiary)

..... (Address of the Beneficiary)

Date:

Bid Bond/Tender Guarantee

Guarantee No :

Expiry Date :

Guarantee Amount :

We have been informed that [name of Company & address] (hereinafter called “the Bidder”), has submitted to you its Bid dated..... (hereinafter called “the Bid”) for the execution of (name of Contract) (hereinafter called “the Contract”) under Invitation for Bid No. (“the IFB”). Furthermore, we understand that, according to your conditions, Bids must be supported by a **Bid-Bond Guarantee**.

At the request of the Bidder, we, (**name of issuing bank**), hereby irrevocably undertake to pay you any sum or sums not exceeding the maximum aggregate of (**Currency, amount in figures and words**)(hereinafter called “**the Guaranteed Sum**”) upon receipt by us of your first written demand in writing accompanied by this original guarantee and a written statement in paper form stating that the Bidder is in breach of its obligation(s) under the terms of the IFB, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the IFB; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity, (i) fails or refuses to execute the Contract or (ii) fails or refuses to furnish the performance guarantee, in accordance with the terms of the IFB.

This guarantee shall be effective from and expire on

NOTWITHSTANDING anything hereinabove stated, our liability under this guarantee will be limited to (amount in figures) (amount in words) and any claim under this guarantee must be lodged to the Guarantor on or before the expiry date, i.e. within banking hour, after which the liability of the Guarantor would be extinguished under this guarantee. After the Expiry date, this Guarantee shall be null and void and our liabilities hereunder shall

cease automatically, notwithstanding that the original of this Guarantee is not returned to us for cancellation.

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG), 2010 REVISION, ICC PUBLICATION NO. 758.

In all the communications related to this guarantee, please state our guarantee reference number.....

For and on behalf of Bank Ltd.,

Authorized signature

Authorized signature

5. SAMPLE - PERFORMANCE GUARANTEE

To

..... (Beneficiary)

..... (Address of the Beneficiary)

Date:

Performance Guarantee

Guarantee No :

Applicant :

Expiry Date :

Guarantee Amount :

Contract :

In consideration to your allowing..... (name of applicant and address) to perform above specified contract, we, Machhapuchchhre Bank Limited, (Issuing Branch), (hereinafter called the Bank), being the guarantor under this guarantee, hereby, subject to no other conditions than those specified in this document, to pay on demand to the above beneficiary upon their request in writing any sums or sums up to the aggregate maximum amount of NPR..... (in words) that the claim is submitted along with the statement of the beneficiary stating that..... (name of applicant) has failed to perform their obligation under the contract specifying the failure concerned and that as a result thereof the beneficiary has become entitled to payment of the amount claimed and that the said amount has not been otherwise been paid to them.

This guarantee shall be effective from and expire on

Provided that in the event of war (whether declared or not) hostilities, rebellion, Act of God, any change of law, refusal on the part of any government, government agency, Bank or other competent authority to grant any necessary permit, license or sanction, or deciding to revoke or qualify any such permit etc. or in the event of any other supervening clause rendering performance or further performance by us of our obligation under this guarantee or by you, your constituent or any other parties above mentioned of any obligation under your, or their respective contracts aforesaid, impossible in accordance with the most liberal interpretation of the doctrine of frustration of contracts, then and in any such case this guarantee shall cease and determine and our liability shall thereupon be extinguished

Notwithstanding anything stated hereinabove the value of this guarantee shall not exceed NPR..... (Amount in words.....) and any claim under this guarantee must be received in writing by this Bank within banking hours on or before..... (expiry date/Validity) along with the Guarantee Original and if no such claim has been received by this Bank by that time and date, all your rights under this guarantee will cease.

This guarantee is not transferable or assignable.

After the Expiry date, this Guarantee shall be null and void and our liabilities hereunder shall cease automatically, notwithstanding that the original of this Guarantee is not returned to us for cancellation.

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG), 2010 REVISION, ICC PUBLICATION NO. 758.

In all the communications related to this guarantee, please state our guarantee reference number.....

For and on behalf of Bank Ltd.,

Authorized signature

Authorized signature

6. SAMPLE - ADVANCE PAYMENT GUARANTEE

To

..... (Beneficiary)

..... (Address of the Beneficiary)

.....

Date:

Advance Payment Guarantee

Guarantee No. :

Applicant :

Expiry Date :

Guarantee Amount :

Underlying relationship: Contract No.dated....., for the supply of [Description of goods/services] (the “Contract”)

We have been informed that [name of Company] (hereinafter called “the Contractor”), has entered into contract with you. Furthermore, we understand that, according to the conditions of the contract, an advance payment in the sum of (amount in figures) (amount in words) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures) (amount in words) upon receipt by us of your first written demand in writing accompanied by this original guarantee and a written statement in paper form stating that:

1. That the Contractor is in breach of its obligation under the underlying contract; and
2. The respect in which the Contractor is in breach.

Your demand for payment must also be accompanied by the copy of the contract entered between you and the Principal under which the advance payment has been made and for which this guarantee has been issued.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Contractor on its account.

This guarantee shall be effective from and expire on

NOTWITHSTANDING anything hereinabove stated, our liability under this guarantee will be limited to (amount in figures) (amount in words) and any claim under this guarantee must be lodged to the Guarantor on or before the expiry date, i.e. within banking hour, after which the liability of the Guarantor would be extinguished under this guarantee. After the Expiry date, this Guarantee shall be null and void and our liabilities hereunder shall cease automatically, notwithstanding that the original of this Guarantee is not returned to us for cancellation.

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG), 2010 REVISION, ICC PUBLICATION NO. 758.

In all the communications related to this guarantee, please state our guarantee reference number.....

For and on behalf of Bank Ltd.,

Authorized signature

Authorized signature

7. FINANCIAL PROPOSAL

(To be printed and submitted on letter head of bidder and include in financial proposal)

Date:

The General Administration & Procurement Department
Machhapuchchhre Bank Limited
Lazimpat, Kathmandu

We hereby offer to submit our financial proposal for Installation & Implementation of Call Center Technology for MBL as per the Request for Proposal. We have read, understood the content of RFP. We unconditionally accept & abide by the terms & conditions specified therein. We propose to implement the proposed solutions in RFP at below mentioned cost;

S. No.	Particulars	Price (Inclusive of all applicable taxes)
1	Supply , installation, implementation and licensing cost of the proposed solutions (One time)	
2	Procurement price of third party application (if any)	
A	Total	

Other Charges;

S. No.	Particulars	Price (Inclusive of all applicable taxes)
1	AMC-(Annual Basis) after expiry of 12 Months warranty period.	
	*The period where AMC is not applicable needs to be clearly mentioned. If these changes as per user licensing module based, same need to be clearly stated.	
2	Framework- (Implementation & Training Cost)	
	*If this is bulk payments or on other such basis, same needs to be disclosed	
4	Any other incidental charges or the basis thereof	
5	Hardware & Other Accessories	
B	Total	
C.	Grand Total (A+C)	
	Grand Total in Words:	

Note:

- Financial proposal shall be inclusive of all applicable taxes.
- Scope included and not included in AMC should be clearly mentioned.
- Financial bid containing conditional offers will be rejected.
- Bid submitted with adjustable / variable price quotation (excepting Govt. taxes) will be treated as nonresponsive and will be rejected.
- Financial Proposal should include Cost for Training the expert group at the Bank irrespective of number of participants.
- In case of discrepancy in words and figures, the price quoted in figures will be taken as final.
- Any over writing, erasure, etc. has to be initialed by the authorized person and seal.

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

In case at any stage , it is found that the information given by me/us is false/incorrect, Bank shall have the absolute right to take any action as deemed fit ,(including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf

Designation/Seal of Firm/Entity

8. SAMPLE – AGREEMENT

SERVICE AGREEMENT

BETWEEN

MACHHAPUCHCHHRE BANK LTD.

AND

..... (*The qualified Vendor*)

This Service Agreement (the “Agreement”) is made and entered into this on (*insert date*) by and between Machhapuchchhre Bank Ltd., a public limited company incorporated and operating under the laws of Nepal, with its registered address at, Lazimpat, Kathmandu, Nepal (hereinafter referred as the "Bank") and (*insert name of qualified Firm/Company*) having Registration No., Registered Date & PAN/VAT No., registered under the laws of (*Insert Name of Country*), with its registered address at (*insert address*) (which shall include its lawful successors, hereinafter called the "Vendor") (hereinafter referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, the Bank is in the business of Banking;

WHEREAS, the Vendor has expertise in the area of Supply and Installation of Call Center Solutions.

WHEREAS, the Bank desires to engage the vendor to provide certain services in the area of their expertise and the Vendor is willing to provide such services to the Bank;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I – SCOPE OF WORK

The entire Bid Documents shall be deemed to form and be read and construed as part of this Agreement. All terms and conditions and/ or guidelines outlined in the bid documents shall be construed as integral part of the agreement and be binding on all parties thereto.

ARTICLE II - PAYMENT

a) Payment Schedule shall be as follows:

.....

b) The payment shall be made subject to deduction of statutory taxes as per the prevailing rules of Nepal Government.

c) The final payment is subject to satisfactory performance of the Vendor and successful Go Live.

ARTICLE III – PROCEDURES OF PERFORMANCE

a) The Vendor shall provide entire services to the Banks at its desired level of satisfaction as mentioned in the Article (I) within the turnaround time mentioned in Article (IV).

b) The Vendor shall also depute the required number of its employee(s) to complete the entire services.

c) The Vendor shall provide the list of Name, Valid ID issued by Government Agencies and photograph of its employee (s) assigning to the Bank.

d) The employee (s) of the Vendor must wear their ID cards with photo depicting ID at all times during their duty at the Bank premises, otherwise entry may be restricted.

ARTICLE IV – TURN AROUND TIME:

Vendor shall supply, install and Go Live the proposed solutions within 3 months from the date of contract award.

ARTICLE V – VENDOR AND ITS EMPLOYEE

a. The vendor or its employees or any individual engaged by the vendor shall in no way be employee of the Bank. Their relationship with the Bank and the services they provide and the benefits they derive will be limited exclusively by the terms set forth in this contract.

- b. The Vendor or its employees or any individual engaged by the Vendor shall not be entitled to any benefits or rewards from the Bank.
- c. It shall be the responsibility of the Vendor towards its' employees for any injury/accident occurred during the course of duty.
- d. The Vendor or its employees engaged by the Vendor shall have no claim for employment with the Bank in any case including but not limited to upon the termination or non-renewal of this contract.
- e. The Vendor understands and agrees that the Bank accepts no responsibility for the settlement or arbitration of disputes that may arise between the Vendor and its employees or any individual engaged by it.
- f. After expiry or termination of agreement or upon the Bank's request during the period of the agreement, it shall be the responsibility of the vendor to vacate the space occupied by them.

ARTICLE VI – VENDOR’S LIABILITY

In case the work could not be carried out within the stipulated time as mentioned in **Article I, III and IV** of this contract, due to any reason whatsoever, the Vendor must immediately notify to the bank and any loss/claims on account of such delay will have to be borne by the vendor themselves. The Bank will decide on other course of action to be taken on the contrary. Sub Contract is not allowed by vendor.

The Vendor shall compensate the Bank against delayed completion beyond by paying penalty of NPR 1,000 per day for the first 7 days and NPR 5,000 per day then after.

The Bank reserves all rights to settle all such losses and/or amount of indemnification and/or reimbursement and/or compensation as mentioned under this contract against the bill or any amount/asset(s) relating to the vendor be it with the Bank or anywhere.

ARTICLE VII - NO RELATIONSHIP OF MASTER AND SERVANT OR EMPLOYER AND EMPLOYEE

Nothing contained in this contract or any instructions/guidelines that may be issued by the Bank from time to time shall be construed to create any relationship of Master and Servant or Employer and Employee as between the Bank on the one hand and the Vendor and/or the personnel employees/engaged by the Vendor on the other. The parties understand clearly and agree that this contract covers only specific jobs to be carried/performed by the Vendor as and when they are assigned to the vendor by the Bank.

ARTICLE VIII - NOT AN EXCLUSIVE CONTRACT

The Vendor clearly understands that this contract entered into between the Bank and the Vendor is not an exclusive contract and the Vendor shall not claim any exclusive right to get contract jobs from the Bank and that the Bank is free to engage as many Vendor whether similar or otherwise, and, enter into contract with any other person/firm/company/organisation as may be deemed appropriate by the Bank.

ARTICLE IX - INDEMNITY

- a. The Vendor shall indemnify the Bank and its employees and keep the Bank indemnified against any loss or claim or damages that any customer or any other person whomsoever may make against the Bank in respect of any act of omission or commission which the Vendor or its employee/s or its representatives/s or its Vendor/s has/have done which is contrary to or in breach of the terms of this contract and/or any instruction that may be given by the Bank.
- b. The Bank shall not be liable to indemnify or be liable or responsible for any loss or damage which the Vendor may suffer by reason of the Vendor having acted contrary to or in breach of the terms of the contract and/or any instructions that may be given by the Bank.

ARTICLE X – CHANGE IN THE CONSTITUTION

The Vendor shall make no change whatsoever in its constitution/nature of business during the continuance/validity of this contract to impair or discharge the liability of the Vendor.

ARTICLE XI - RETURN OF DOUCMENTS, PAPERS, AMOUNTS, PROPERTIES, LETTERS OF THE BANK ON TERMINATION

In the event of expiry or termination of this contract by either party for any reason whatsoever, the Vendor shall forthwith return to the Bank all documents, papers, properties of the Bank that belongs to the Bank or held by the Vendor on behalf of the Bank. The Vendor shall be responsible or liable for any loss or damages to such properties.

ARTICLE XII – CONTACT PERSON

Contact persons for the entire period of agreement shall be the persons as mentioned in Article (XIX) of this agreement

Any change in the contact person(s) and/or their details shall be communicated in writing to the other.

ARTICLE XIV – TERMINATION

Any rights or obligations including any obligations to making payment/s as compensation or indemnification by the Vendor prior to the date of receipt of the notice of termination of this contract by the Vendor shall not be prejudiced and such rights of the Bank and obligations of the Vendor shall be enforceable in spite of the termination of this contract.

ARTICLE XV- CONTINGENCY PLAN

The Vendor shall have a viable Contingency Plan to provide uninterrupted service to the Bank. The plan will need to be tested from time to time and the Bank may review the plan as and when required.

ARTICLE XVI- KYC REQUIREMENTS AND INSPECTION

It shall be the responsibility of the Vendor to go through the entire Know Your Customer (KYC) requirement for its vendors/suppliers/agents/sub agents and employee or any other person engaged by it. The Bank or regulator of the Bank or any other party to whom the Bank is responsible may visit, inspect, audit and require any information from its business/office. In such case, the Vendor shall extend its full cooperation and support.

ARTICLE XVII- CONFIDENTIALITY

The Vendor, its employees and staffs shall maintain strict confidentiality in respect of any information relating to the Bank, which may be known to them or, which they may come across in course of providing the services under this contract or otherwise and that such confidentiality shall be maintained even after the expiry or termination of this contract. The Bank, however, may disclose such information relating to the Vendor as per its legal/ regulatory requirements.

In case of failing to maintain the confidentiality in respect of information relating to the Bank by the Vendor, its employees and staff as a result should the Bank face any losses, the Vendor will be liable to compensate the Bank at least double to losses faced by the Bank.

ARTICLE XVIII- PUBLICITY:

The Vendor shall not publicize (for example by making press statements or by issuing press releases) or release any information in relation to or about this Agreement except with the Bank's prior written consent.

ARTICLE XIX – NOTICE OR REQUESTS

Any notice or requests shall be deemed to be duly given or made when it shall have been delivered by hand, postal mail, courier (except of electronic mail for the Vendor, however the Bank may deliver through electronic mail also), cable or fax to the party to which it is required to be given or made at such party's address specified below or at such other address as either party may specify & communicate to other party in writing.

For the Bank

For the Vendor

.....

ARTICLE XX- AMENDMENT OF CONTRACT

This Contract may be amended by mutual agreement in writing between the Bank and the Vendor.

ARTICLE XXI- PERFORMANCE GUARANTEE

The Vendor, within 7 days from the date of signing of this Contract shall provide performance bank guarantee amounting NPR (Say Nepali Rupees Only). Such performance bank guarantee should be issued by a bank/financial institutions acceptable to the Bank with validity of 180 days. In case of non-performance of any of the obligations arising out from this contract by the Vendor or violation of any terms of this contract, the Bank shall be entitled to invoke the bank guarantee(s) in full and forfeit the proceeds thereof.

ARTICLE XXII – PERIOD OF PERFORMANCE AND RENEWAL

This Contract shall come into effect from and shall continue to be in force until

Provided that in case of failure to comply with the terms and conditions set forth in this Contract by the Vendor, the Bank shall be entitled to rescind this contract immediately without any obligation in Bank's part.

Any terms and conditions if not specifically mentioned herein shall be governed by the prevailing Law of Nepal.

IN WITNESS WHEREOF, duly authorized representatives of both the parties, verification of which has been waived hereby, have signed and executed this contract on the date mentioned hereinabove in the presence of the witnesses appearing hereunder at the office of the Bank.

On behalf of the Bank

On behalf of the Vendor

Witness:

Witness:

Name:

Name:

Address:

Address:

9. STATEMENT OF UNDERTAKING FROM OEM

[To be printed in the letterhead of the OEM]

To,
 General Administration & Procurement Department
 Machhapuchchhre Bank Limited (MBL)
 Lazimpat, Kathmandu, Nepal

Sub: Statement of Undertaking from OEM

Ref: Request for Proposal for Supply & Installation of Call Center Solutions

We, the undersigned OEM, having read and examined in detail all the bidding documents in respect of the above mentioned RFP for Supply & Installation of Call Center Solutions, in respect to product(s) offered / supplied by us and as a gesture towards our commitment for continued support for our product(s) / solution, we hereby declare as under;

1. We *M/s*.....are the OEM of....., having our registered address at..... *M/s*.....*{name of bidder}*....., is our authorized partner in Nepal having its registered office at..... and authorized to quote with you for the captioned requirement.
2. We hereby confirm that our partner *M/s*..... (*name of bidder*) possess the necessary capability and training required to support our product(s).
3. We hereby confirm that we would treat MBL as a preferred customer and that resolution of all problems and issues reported to us in fulfillment of the abovementioned Bid would be undertaken by us on priority basis.
4. In case our authorized partner *M/s*is not been able to perform obligations for the items supplied as per proposed contract within contract period, either we shall perform the said obligations or we will arrange alternate arrangement to fulfill the said obligation offered on contract without any financial liability to the Bank.

Yours faithfully,

_____ (Signature)

For and on behalf of: _____ (Name)

Name: _____

Designation: _____

Office Seal: _____

Date: _____

10. COMPLIANCE STATEMENT

[To be printed in letter head of bidder]

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the documents provided by bank.

We declare that we are not in contravention of conflict of interest obligation mentioned in the Business criteria.

We certify that we have not made any changes from the contents of the all documents read with its amendments/clarifications provided by the Bank submitted by us in our Bid proposal.

It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

We hereby undertake that its name does not appear in any “Black” list of statutory and regulatory body. There is no undergoing legal trail against company as of date.

We certify that the items offered by us in response to the Request for Proposal conform to the technical/business/operation/bid proposal specifications stipulated in the respective documents with the following deviations:

1)

2)

.....

(If left blank it will be construed that there is no deviation from the specification given above)

Signature :

Name :

Stamp :

Date :