

**Memorandum of Understanding (MoU) BETWEEN Public Procurement Monitoring
Office (PPMO) Under Office of the Prime Minister and Council of Ministers of
The Government of Nepal**

AND

(Bank Name)

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as “MoU”) is made and entered into by and between the Public procurement Monitoring Office (PPMO), Office of the Prime Minister and Council of Ministers, The Government of Nepal (hereinafter referred to as ‘PPMO’), whose address is Red Cross Marg, Tahachal, Kathmandu, Nepal, email: info@ppmo.gov.np and the **(Bank Name)** and its legal successor (hereinafter referred to as ‘BANK’), whose address is
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2. **Purpose:** The purpose of this MoU is to establish the terms and conditions under which PPMO will provide access of Banking Interface Module of e-GP System to BANK in which bank and/or branches make verification of the Bid Document Fee (by respective authorized bank), Bid Security, Bank Guarantee, Counter Bank Guarantee and extension documents issued for public procurement and receive notification for activities i.e. release and/or forfeit, and notify the concerned Public Entities of the action performed by the Bank within the premises of the Bank.
3. **Terms of MoU**
 - (a) This MoU is effective from the day and date last signed and executed by the duly authorized representatives of the parties to this MoU and shall remain in full force and effect until and unless terminated by each parties.
 - (b) This MoU may be terminated, without any cause, by either party within three (3) months prior notice, delivered by hand or by registered mail or courier to the address listed above.
4. **Payment:** No fees/charges shall be applicable for the use of this Banking Interface Module of e-GP system by Bank or PPMO as a result of this MoU.

5. Responsibilities of PPMO

- (a) PPMO will register the BANK and provide the BANK ADMIN USER in the e-GP system to the bank's Head Office.
- (b) PPMO will provide the BANK USERS access to Banking Interface Module of e-GP System.
- (c) PPMO will provide training to nominated focal persons (admin) and nominated user officials of the BANK for the use of Banking Interface Module of e-GP System.
- (d) PPMO will provide an Operation Manual of this module to the BANK and also access to dedicated training server, where the BANK users can get mock-testing to be familiar with the system.
- (e) PPMO will publish the names of the BANK and its BRANCHES in e-GP System as instrument verification and notification service provider after the MoU is signed.
- (f) PPMO will publish standard template of Bid Security and Bank Guarantee documents in the e-GP System for bank uses.
- (g) In case of Bid Securities and Bank Guarantees extension, release and/or forfeit, Public Entities will initiate the task within the validity period of such instrument.
- (h) PPMO will ensure the system security, availability, integrity and other security measures of the e-GP System.

6. Responsibilities of the BANK

- (a) The BANK will manage and control their users authorized to process transactions in the e-GP system
- (b) The BANK will perform the verification of issued instruments, i.e. Bid Document Fee (by respective authorized bank), Bid Security and/or Extension, Performance Security, Bank Guarantee and Counter Bank Guarantee within two (2) working days from receipt in the Bank's dashboard after the bidder (Supplier/Contractor) uploads the electronic copies/file of those instruments along with relevant details.
- (c) The BANK shall use the standard template for Bid Security and Guarantee issued in Standard Bidding Documents.
- (d) The Bank will perform the release and/or forfeit of the securities/guarantees as instructed by concerned Public Entity as provisioned in Public Procurement Act. (PPA), 2063 and Public Procurement Regulation (PPR), 2064 within the validity period. Notification of the release and/or forfeit will be provided to the concerned Public Entities concerned user.

- (e) The BANK will assign one or more dedicated officer(s) as focal person at the head office level to supervise and monitor the services of the Bank in all branches, from where e-GP System instrument(s) payment verification and notification services are provided.
- (f) The BANK shall not disclose to unauthorized parties, the e-GP System transaction information, and will be abided by rules and regulation of Nepal Rastra Bank (NRB).
- (g) All the transaction and instruments related to this module under e-GP System shall be performed within the bank's authorized network address pool agreed between Bank and PPMO.

7. General Provisions

- a. Amendments-** Either parties may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU, which are mutually agreed upon by and between the parties, shall be incorporated in the MoU in written consent and will be effective from the date of incorporation executed and signed by all parties to this MoU. In case of any amendment on MoU, the same will be applicable for all banks.
- b. Applicable Law-**The incorporation, interpretation and enforcement of this MoU shall be governed by the laws of the prevailing Government of Nepal.
- c. Authority Granted-** Officers of the assigned BANK and those performing duties pursuant to this MoU are subject to the direction and control of Head office of the Bank. Nothing in this MoU shall be interpreted to authorize any assigned officer to exercise any power that PPMO has not authorized to exercise.
- d. Liability-** Pursuant to any Bank officer acting under this MoU, shall be deemed to be acting within the scope of service. (both parties will agree that provision of 7(b) will not be enforced due to e-GP system unavailability)
- e. Severability-** Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- f. Sovereign Immunity-** PPMO and the BANK and their respective entities do not waive their sovereign immunity by entering into this MoU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MoU.

g. Information Sharing- On mutual understanding between both parties, PPMO may access the transaction/data uploaded by Bank for system forensic or for other investigation purpose.

8. Signatures: In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

(On behalf of PPMO)

(On behalf of BANK)

Ramesh Kumar Sharma
Secretary

(Name and Post of the Respective)

Witnesses

(Naresh Kumar Chapagain)
Joint Secretary
Public Procurement Monitoring Office

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(On behalf of BANK)

Date : 2072/11/30