**Agreement for Installation of Nimble HRMS**

This agreement is executed in between M/s **Nimble Infosys Pvt. Ltd**. having its registered Office at Tinkune, Kathmandu (hereinafter referred to as **Service Provider**)

**and**

M/s Chilime Hydropower Company Limiteda company, having its Corporate Office at Kathmandu, Nepal (herein after referred to as **Service Purchaser**)

Whereas, the **Service Provider** agrees to install and host the Software Nimble HRMS SAAS Based *(Personal Information System General, Leave Management System, Attendance Management System, Payroll Management System & Employee Self-Service,*) (hereinafter referred to as **Software**) in Nimble’s cloud system and will provide the required training and related supports to the **Service Purchaser**.

Whereas, the **Service Purchaser** agrees to the payment of the software under the terms and conditions stipulated in the contract. The agreement will with effect from dated **12th May, 2024 (30th Baisakh, 2081 BS)**

**Terms and Conditions**

**Article 1- Rights and Responsibilities of Service Provider**

1. The Service Provider will be responsible for the Server, security, and safekeeping of data and program files.
2. Data of Client to be encrypted in SAS server with standard GoN specified ICT Policy.
3. The Service Provider shall provide all the required training, training materials & user manuals which are required to operate the software in a proper manner.
4. The Service Provider shall provide assistance for solving the problems related to software during its operation.
5. The Service Provider will update the features on the software and generate the reports as per the requirements specified by the Service Purchaser.
6. The Service Provider shall use the Service Purchaser Name and Logo for marketing purpose.
7. The Service Provider reserves all the rights of copyright, patent, design, and trademark of this software.

**Article 2- Rights and Responsibilities of Service Purchaser**

1. The Service Purchaser shall provide the data as per the training and assistance provided by the Service Provider.
2. The Service Purchaser at any cost cannot resale/transfer or distribute the Software to others without the consent of the Service Provider.
3. Making copies of the Software or any portion for any purpose without the consent of the Service Provider is a violation of copyright laws.
4. The Service Purchaser will provide the payment to Service Provider for the purchase of Software and service as specified in this agreement.
5. The Service Purchaser’s responsibility is to verify outputs produced by the system. Service Provider shall not be responsible for any losses (financial or others) due to the use of data produced by the system. The Service Purchaser cannot claim any such losses from Service Provider.
6. The Service Purchaser shall not appoint any Nimble Staff and shall not work with Nimble Staff individually such as full time, part-time, or any project-based work within working period and also within 6 months of resigning from Nimble, in such case Service Contract will be terminated immediately without any further notice.

**Article 3- Payment Terms**

1. The Service Purchaser will make payment of **NPR** **110.00 Per ACTIVE Employee Monthly** Excluding VAT (In words: One Hundred Ten Rupees Only Excluding VAT**)** and implementation and training payment of NPR 35,000.00 (In words: Thirty-Five Thousand Rupees Only) Excluding VAT to Service Provider for the acquisition of software as per below schedule and attached Annexure 1.

* 6 months of monthly cost (signing amount) payable in advance (within 3 working days from signing date) for Installation of software and initial data migration. The implementation process shall only begin after the payment of the signing amount.
* The Payment shall be paid in advance for every quarter / half yearly or yearly usage of Service Usage.
* The above cost is applicable for a duration of 1 year from the date of agreement signed and the cost shall be revised on mutual understanding.
* Payment Option: We accept Connect IPS, Bank Deposit, and Cheque.

1. The cost will be applicable for 105 active Employees.
2. In case of Increment in employees above 105. An additional charge per employee will be applied on mutual understanding.
3. The HR Package includes an allocation of 5 GB of server space for the installation and operation of HRMS software, an additional cost will be applied for the usage of extra server space.

**Article 4- Confidentiality**

Except with the Service Purchaser's prior written consent, the Service Provider shall not at any time communicate to any person or entity any information disclosed for the purpose of the services, or discovered, deduced, or recommended during the course of the services. Service Provider shall not disclose/ transfer information/ data received from Client to any other third party.

Service Purchaser shall not disclose any information and cost of software to any third party without the prior written consent of Service Provider. If found in breach of confidentiality, the service provider will be able to claim compensation and/ or act as per the service provider’s company policy against the service purchaser.

**Article 5- Amendment**

Any amendments in this agreement shall be made upon mutual understanding of both parties.

**Article 6- Training**

1. General training shall be free of cost depending upon need
2. Full training of system for Existing User or New user shall be charged on mutual understandings.

**Article 7- Settlement of Dispute**

This contract shall be governed by the prevailing laws of Nepal. In case of any dispute or difference arising between the parties under this agreement, it shall be settled amicably between the parties. If such dispute could not be settled amicably by the parties, shall be settled through the prevailing law of Nepal.

**Article 8- Exemption**

Both parties of this agreement shall not be held liable to perform any of its contractual obligations if such failure results from any Force Majeure, Fire, Earthquake, Explosion, General Strike, Lockouts, Industrial Disputes, Transportation Embargos, the existence of State emergency, War-Like Condition, any measures taken by the government whatsoever which renders it impossible or not practicable to fulfill its contractual obligations.

**Article 9- Governing Law and Jurisdiction**

1. The Contract shall be governed by and construed in accordance with the laws of Nepal. All disputes between the parties in connection with or arising out of this Contract, which the parties are unable to resolve between themselves, shall be finally settled by the Nepalese court.
2. The court proceeding, shall take place in Kathmandu, Nepal, and shall be final and binding upon both parties.

**Article 10- Termination**

The contract shall come to an end if Service Purchaser intends to terminate the contract. Service Provider can terminate the contract if Service Purchaser does not pay Software Charges.

Service provider is liable to give portable(to other database) un-encrypted data to Service Purchaser upon Termination of Contract.

**Article 11- Billing Address**

Billing Company Name:

Billing Address:

VAT no.:

**Article 12: Contact Details**

**From Nimble Side:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/No** | **Contact Person** | **Mobile Number** | **Office Number** | **Email Address** |
| 1 | Implementation Coordinator  Ishwor Pandey | 9801904460 | 01-5970077 | [ishwor.pandey@nimble.com.np](mailto:ishwor.pandey@nimble.com.np) |
| 2 | Support Coordinator  Puja Poudel | 9801904466 | [puja.poudel@nimble.com.np](mailto:puja.poudel@nimble.com.np) |
| 3 | Shiva Prasad Ghimire  Head Public Relation | 9801038302 | [shiva@nimble.com.np](mailto:shiva@nimble.com.np) |
| 4 | Associate Business Development Manager Manager  Rajnee Dutraj | 9801904450 | [Rajnee.dutraj@nimble.com.np](mailto:Rajnee.dutraj@nimble.com.np) |
| 5 | Accounts & Billing  Surekha Neupane | 9801904454 | [account@nimble.com.np](mailto:account@nimble.com.np) |

**From …………. (CLIENT) Side:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/No** | **Contact Person** | **Mobile Number** | **Office Number** | **Email Address** |
| 1 | **Project Manager:** |  |  |  |
| 2 | **IT Person:** |  |  |
| 3 | **HR Person:** |  |  |
| 4 | **Finance Person:** |  |  |

Both the parties have signed this contract on the day and date mentioned hereunder with their free consent at the office of the Service Purchaser in the presence of the following witness.

**For & on behalf of**  **For & on behalf of**

Nimble Infosys Pvt. Ltd., Chilime Hydropower Company Limited

Kathmandu, Nepal Kathmandu, Nepal

........................................ ......................................

Shiva Prasad Ghimire

Head: Public Relation

Date: 2024/05/12 Date: 2024/

Witnesses Witnesses

…………………………… ……………………….

Anjana Lamichhane

Associate Sales Manager

**Annexure 1:**

|  |  |  |
| --- | --- | --- |
| **Description** | **Modules Cost (NPR)**  **Monthly** | **Remarks** |
| **Nimble HRMS Core:** | 110.00  Per employee | \*\* Monthly Cost  \*\*Standard Features |
| Attendance Management System |
| Leave Management System |
| Personal Information System (Basic) |
| Payroll Management System |
| Employee Self Service |
| Installation & Training | Rs. 35,000.00 | One Time Cost |
| Initial Data Update & Data Migration Assistant | - | Data Must be in our format |

Note:

* All above costs are Excluding VAT.
* The cost is applicable for 105 working employees.
* In case the number of employees exceeds 105, an additional charge per employee will be applied on mutual understanding.
* The above cost is subscription-based.
* The SAAS amount will be revised by minimum of 10% every 2 years of service.
* The minimum revision amount might be changed for quality service.

**Features of Nimble HRMS Core**

1. **Personal Information System**

Branch, Department, Unit, Employment Type, Appointment Type, Employees Group, Level, Rank and Designation, Job Details Creation & Management.

1. **Employees' Master Information**

* Personal Information
* Service Information
* Other Official Information
* Salary Information
* Recording Pan, No, PF, CIT, Insurance Number, and Bank Account, etc.
* Block/Release Employee's for Salary Generation
* Transfer and Kaaj information

1. **Leave Management System**
2. **Leave Management**

* Leave Master Setup as per Company Leave Rule
* Daily / Monthly Leave Entry
* Leave option: Whole day, half-day.
* Lapsable Leaves in Monthly (monthly only for substitute leave), Yearly, Service Period, or Contract Period wise lapses.
* Leave Balance, Opening, and Closing Transfer
* Leave Encashment Calculation
* Leave Salary Title Relation to effect with Salary Calculation
* Online leave application and approval to reduce paperwork and effective leave management
* Employee Leave History and Collection Control Various Leave Reports such as Periodic Leave Taken Reports (Detailed and Summarized), Periodic Leave Balance Reports, Periodic Matured Leave Summary Reports, Leave Encashment Reports, etc.

1. **Holiday Management**

* Weekly Holiday Settings for multiple days
* Group-based Public Holiday Setting such as caste; gender and locality-based public holidays.

1. **Attendance Management System**
2. **Attendance Management**

* Online Attendance options are available.
* Download attendance logs to calculate attendance and generate reports.
* Generates late coming and early going reports and sends email to related supervisors.
* Synchronizes users for ZKT biometric devices only.
* Can record separate attendance for each salary title (i.e., attendance for Overtime, Holiday Duty and Extra Duty, etc.). Payment of recorded attendance will generate accordingly.
* Generate Various Attendance Reports such as Daily Present, absent and Leave Status, Periodic Attendance Summary, Periodic Overtime Summary, Periodic In/Out Summary, etc.

1. **Shift Management**

* Can Define Shift Master, Working Hour, Holidays, and Payroll’s Salary Title Relation with Shift and attendance, etc.
* Allocate employees for any Shift, Manage multiple shifts from one shift in a single day.
* Substitute leave type feature available if worked in holiday or shift in holidays.
* Auto Allocation of shift through Shift Rosters.
* Allow planning periodic shifts for employees or groups of employees in a single window.
* Supervisors can manage the duty roster & shifts of their respected departments & employees under them.
* Reporting List of Employees in selected Shift in given Date, various shift reports, etc.

1. **Payroll Management System**
2. **Salary Title Management**

* Can Create Dynamic Salary Titles according to requirements.
* Complete Formula Based Salary Titles, so easily customized with any type of organization.
* Payment option for Monthly, Periodic or On Demand, etc.
* Automatic Attach with Tax Heads and Tax Deduction Options (RF, Donation, Pension, etc.) for accurate TDS Calculation.
* Can set up Mass salary increment rule i.e., employment type, designation wise, etc., so that no need to increment salary one by one

1. **Salary Calculation and Payment**

* Can generate any number of payment sheets in a single month such as. Salary Sheet, Overtime/Tiffin Sheet, Bonus Sheet, and Automation of Adjustment Sheet for backdating increment adjustment.
* Department, Designation, Branch, Groups, Level, and Employment Type Wise salary can be generated.
* Allow generating backdated difference adjustment sheet.
* Automatic TDS Calculation (1% and other TDS separately) and deduct from the salary of the current month.
* Calculation of bonus as per Bonus Act only if applicable to service purchaser.
* Manage temporary/ short time period/seasonal employees' salary, TDS & history.
* Generate Salary Slip and send slip in email.
* Other salary reports such as PF, SSF, CIT, Bank, Tax deposit, Advance deductions, etc.
* Generate Upload Templates for EPF, CIT, and SSF to direct upload
* Reports based on various cost centers.

1. **Employee Self-Service:**

* Display all attendance status in a single window called Dashboard.
* Employee Login, view employee personal details, history, and various reporting.
* Leave taken and leave balance reports.
* Online leave request and recommend/reject/approval process.
* Online Notice Publishing, Publish Holiday Calendar to all employees by Admins.
* Attendance reports such as the present, absent, late coming, early going, on leave, on fieldwork reports in supervisor login and admin login
* Upload important documents and links by admin and available to all employees.

1. **Hierarchy management**

* 5 level Hierarch Management.
* Dedicate Role for the user for approval of lower level staff’s recommendation
* Rolls and permission based on hierarchy
* Dedication of roles to other staffs.