



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: 5/NCB/BMO/KAPIL/RFP/76-77

**Selection of Consulting Services for:
Digital Profile of Banganga Municipality**

Project: Digital Profile

Office Name:

Banganga Municipality

Office Address:

Banganga, Kapilvastu

Financing Agency: Government Budget

Issued on:

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PART I

Section 1. Letter of Invitation

RFP No. 5/NCB/BMO/KAPIL/RFP/76-77
Banganga Municipality Office, 2076-22-08

1. Abhiyantra Consulting Pvt. Ltd.
2. Bright Future International Pvt. Ltd.
3. Plush Engineers and Architects Pvt. Ltd.
4. Innovatives Solution Pvt. Ltd. And IDI Pvt. Ltd. JV
5. Rural Infrastructure & Management Consultant Pvt. Ltd.
6. PPEC-MLCS-RIDEC Co JV
7. Lumbini Social Development Center (LSDC) JV Technocrat Consultancy Pvt. Ltd.
8. SWN and CDS JV
9. PICASSO-NAC-SATAEC JV
10. Everest-Ritu-OM JV
11. JAARSA-ECN-EMPOWER JV
12. Nest-Shree R.S.-Auto Carto JV
13. RAAS-ADMC JV
14. Prayas Parambha Pvt. Ltd.
15. Shrestha-Scholar-Weblitz JV
16. GNDA-REC JV
17. Smart Tech Nepal Pvt. Ltd.
18. Kaman Nepal Pvt. Ltd.

Dear Mr./Ms.:

1. Banganga Municipality has allocated fund toward the cost of Digital Profile of Banganga Municipality and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued and will be subject, in all respects, to the terms and conditions of the agreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations.
 2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Digital Profile. More details on the Services are provided in the Terms of Reference (Section 7).
 3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants: as mention above Consulting Services.
 4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in
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exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.

5. A firm will be selected under QCBS and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
7. Please inform us by 20756-08-30, in writing at Banganga Municipality Office, Banganga, Kapilvastu, by facsimile, or by E-mail bangangamun@gmail.com :
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,
Suraj Ghimire
Engineer

Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

<p>1. Definitions</p>	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is</p>
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	<p>taken into account in the technical evaluation of the Consultant's proposal.</p> <ul style="list-style-type: none">(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate</p>



	<p>interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p>c. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors</p>



	<p>appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
6. Eligibility	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>
B. Preparation of Proposals	
7. General Considerations	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
8. Cost of Preparation of Proposal	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award,</p>



	without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or



	justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet .
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the</p>



	<p>Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.</p>
c. Currency of Proposal	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
d. Currency of Payment	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an</p>



	<p>authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p>



	<p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal.</p>
21. Evaluation of Technical Proposals	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>



	<p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none">(a) Name and address ,(b) Proposed service charge,(c) Discount offered, if any;(d) Description of the discrepancies, if any, between figure and words,(e) Whether the financial proposal is signed or not by authorized representative of consultant,(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,(g) Other necessary matters considered appropriate by the Public Entity
<p>24. Correction of Errors</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in</p>



	the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the



	RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of</p>



	Remuneration Rates.
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
30. Award of Contract	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
31. Request for Information/ Complaints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from "A" class commercial bank equivalent to the amount specified in the BDS with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt</p>



	<p>of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p>32. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant 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 Contract Agreement:</p> <ul style="list-style-type: none">a. give or propose improper inducement directly or indirectly,b. distortion or misrepresentation of factsc. engaging or being involved in corrupt or fraudulent practiced. interference ine. participation of other prospective bidders.f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
<p>33. Blacklisting</p>	<p>33.1 Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none">a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed



	<p>assignment is not of the specified quality as per the contract,</p> <ul style="list-style-type: none">d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>
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E. Data Sheet

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: NA
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: Banganga Municipality Method of selection: QCBS
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: <u>5/NCB/BMO/KAPIL/RFP/76-77, Digital Profile of Banganga Municipality</u>
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: 3 (three) .



6.3.1	A list of debarred firms and individuals is available at the following website <u>NA</u>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none">(1) Power of Attorney to sign the Proposal(2) Proof of Legal Status and Eligibility(3) TECH-1(4) TECH-2(5) TECH-3(6) TECH-4(7) TECH-5(8) TECH-6(9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none">(1) FIN-1(2) FIN-2(3) FIN-3(4) FIN-4 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none">• Certificate of incorporation.
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>
12.1	<p>Proposals must remain valid for <i>90 days</i> calendar days after the proposal submission deadline.</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment</p> <p>No</p>
13.1	<p>Clarifications may be requested no later than 8 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Er. Suraj Ghimire</p>



	<p>Banganga Municipality, 9857070574 E-mail: ghimire.suraj90@gmail.com</p>
<p>14.1.1</p>	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes , Or</p> <p>(b) other shortlisted Consultants: No _____</p>
<p>14.1.2</p>	<p>[If not used, state “Not applicable”. [Note to Client: state “Not applicable”, if specifying minimum inputs under 14.1.3, instead of estimated inputs] If used, insert the following: Estimated input of international Key Experts’ time-input: _____ person-months.</p> <p>Estimated input of national Key Experts’ time-input: _____ person-months</p> <p>OR</p> <p>Estimated total cost of the assignment for the assignment: _____] [Notes to Client: [Indicate only either time input (in person-month) or total cost, but not both]</p>
<p>14.1.3 for time-based contracts only</p>	<p>[If not used, state “Not applicable”. If used, insert the following:</p> <p>Minimum time-input of international Key Experts’ is: _____ person-months.</p> <p>Minimum time-input of national Key Experts’ is: _____ person-months</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]</p>
<p>14.1.4 and 27.2 use for Fixed Budget</p>	<p>The total available budget for this Fixed-Budget assignment is: Nrs. 30,00,000.00 inclusive of taxes. Proposals ¹ exceeding the total available budget will be rejected.</p>

¹The proposal refers to the proposed price in Form FIN-1.



method	
16.1	<p>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.]</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable <p>[insert other relevant type of expenses, if/as applicable]</p> <p>Only for Time-Based Contracts:</p> <p>Provisional sums [insert amount, provide breakdown]</p>
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>
16.3	<p>Insert the following: “Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np.”</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants “shall not” have the option of submitting their Proposals electronically.</p>
17.5	<p>The Consultant must submit:</p> <ol style="list-style-type: none"> (a) Technical Proposal: one (1) original and 1 copies; (b) Financial Proposal: one (1) original.



<p>17.8</p>	<p>The Proposals must be received at the address below no later than:</p> <p>Date: 2076/09/23 Time: 14:00 The Proposal submission address is: <u>Banganga Municipality Office</u></p>																														
<p>19.1</p>	<p>An online option of the opening of the Technical Proposals is offered: No</p>																														
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party. [State what additional information will be read out and recorded in the opening minutes]</p>																														
<p>21.1</p>	<p>) EOI Evaluation Criteria</p> <p>A. Qualification (Score:50)</p> <table border="1" data-bbox="350 919 1490 1037"> <thead> <tr> <th>S.No.</th> <th>Criteria Title</th> <th>Minimum Requirement</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Qualification of Key Experts</td> <td>As per Terms of Reference</td> <td>25</td> </tr> <tr> <td>2</td> <td>Experience of Key Experts</td> <td>As per Terms of Reference</td> <td>25</td> </tr> </tbody> </table> <p>B. Experience (Score: 40)</p> <table border="1" data-bbox="350 1108 1490 1885"> <thead> <tr> <th>S.No.</th> <th>Criteria Title</th> <th>Minimum Requirement</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>General Experience of consulting firm (shall be evaluated in combination of lead and other JV partners)</td> <td>Prior experience in conducting any engineering study of Municipal projects (Municipality Ring Roads, Municipal Bridges, Municipal Transport Master Plan, Land Use Plan Integrated development Plan, Tourism Development Master Plan) successfully completed within last 5 years (Consulting service of fees less than NRs 1 million with VAT shall not be considered for evaluation)</td> <td>10</td> </tr> <tr> <td>2</td> <td>Specific experience of consulting firm within last 5 years (shall be evaluated in combination of lead and other JV partners)</td> <td>Preparation of Municipal and Rural Municipal Profile, Integrated Development Plan of Rural/Municipality, Periodic Plan of Municipality, City Renovation Plan of Municipality.</td> <td>20</td> </tr> <tr> <td>3</td> <td>Experience in Similar Geographic Region (shall be evaluated in combination of lead and other JV partners)</td> <td>Planning related any engineering works and Household Metric System With GIS</td> <td>10</td> </tr> </tbody> </table>			S.No.	Criteria Title	Minimum Requirement	Score	1	Qualification of Key Experts	As per Terms of Reference	25	2	Experience of Key Experts	As per Terms of Reference	25	S.No.	Criteria Title	Minimum Requirement	Score	1	General Experience of consulting firm (shall be evaluated in combination of lead and other JV partners)	Prior experience in conducting any engineering study of Municipal projects (Municipality Ring Roads, Municipal Bridges, Municipal Transport Master Plan, Land Use Plan Integrated development Plan, Tourism Development Master Plan) successfully completed within last 5 years (Consulting service of fees less than NRs 1 million with VAT shall not be considered for evaluation)	10	2	Specific experience of consulting firm within last 5 years (shall be evaluated in combination of lead and other JV partners)	Preparation of Municipal and Rural Municipal Profile, Integrated Development Plan of Rural/Municipality, Periodic Plan of Municipality, City Renovation Plan of Municipality.	20	3	Experience in Similar Geographic Region (shall be evaluated in combination of lead and other JV partners)	Planning related any engineering works and Household Metric System With GIS	10
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C. Capacity (Score:10)			
S.No.	Criteria Title	Minimum Requirement	Score
1	Financial Capacity	Firm should have Average Annual Turnover of best three years within last five years of Nrs. 4.5 million	5
2	Equipment/Office Accommodation Capacity	Photocopy/Printer (A3-A4)-1 Color Printer (A3-A4) -1 Computer-5 Office Space	5
<i>The indicative range is 60 to 75 on a scale of 1 to 100</i>			
23.1	An online option of the opening of the Financial Proposals is offered: No		
23.1 and 23.2	The Client will read aloud only overall technical scores.		
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is [indicate local currency or fully convertible foreign currency]_____</p> <p>[Note to Client: for ease of comparison, it is preferable to indicate in the currency of the budget]</p> <p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____</p> <p>[The date shall either be 30 days prior to the deadline for submission or the deadline for proposals submission.]</p>		
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the</p>		



	weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: Date: 2076/09/23 Address: Banganga Municipality
30.4	Expected date for the commencement of the Services: Date: 2076/09/23 at: Banganga Municipality
31.1	The Applicant shall furnish a cash amount or a bank guarantee from "A" class commercial bank with an amount of NRs. 10,000.
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np



Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.



- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.



Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____



FORM TECH-3**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}



FORM TECH-4**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.Please do not repeat/copy the TORs in here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}



FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5).....													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



**FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position	D-1	D-2	D-3	D-...					Home	Field	Total
KEY EXPERTS														
International														
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]								
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}													
K-3														
National														
n														
											Subtotal			
NON-KEY EXPERTS														
N-1			[Home] [Field]											
N-2														
n														
											Subtotal			
											Total			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.



-
- 2 Months are counted from the start of the assignment/mobilization. 3 "Home" means work in the office in the expert's place of residence.
"Field" work means work carried out in the site.

 Full time input
 Part time input

FORM TECH-7
CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

--	--

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

(i) This CV correctly describes my qualifications and experience

(ii) I am not a current employee of the GoN

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.

(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment

(v) I am not currently debarred by a multilateral development bank (In case of DP funded project]

(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of expert] Day/Month/Year

_____ Date: _____
[Signature of authorized representative of the firm] Day/Month/Year

Full name of authorized representative:

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
 - FIN-2 Summary of Costs
 - FIN-3 Breakdown of Remuneration
 - FIN-4 Other Expenses, Provisional Sums
-



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To: [Name and address of Client] {Location, Date}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet.*{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full}: _____
 Name and Title of Signatory: _____
 In the capacity of: _____
 Address: _____
 E-mail: _____



{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

FORM FIN-2 SUMMARY OF COSTS

बाणगंगा नगरपालिका

नगर कार्यपालिकाको कार्यालय

गजेहडा-कपिलवस्तु

BoQ

Contract ID: 5/NCB/BMO/KAPIL/RFP/76-77

Project: Digital Profile of Banganga Municipality

		विवरण	जना	दिन	दर अंकमा	दर अक्षरमा	जम्मा
१	प्रोफाईल तयारी प्रस्तावना तथा कार्ययोजना निर्माण		५	३			
२	घरधुरी सर्वेक्षण फारम तयारी						
		विवरण	जना	दिन			
		निर्माण	११	२			
३	फाराम छपाई						
		विवरण	पेज	दर			
		फारम (घरधुरी सर्वेक्षण)	८	१			
४	प्रोफाईल तयारी अभिमूखिकरण (प्रतिदिन ३३ जनाको दरले २ पटक)						
		विवरण	जना	दिन			
		कार्यक्रम संचालन (उद्घानटन					



		समापन एकमुष्ट)					
	.	चिया/खाजा	४०	२			
	.	आतेजाते /खाना खर्च सहभागी	३३	२			
	.	स्टेशनरी	३३	२			
	.	प्रशिक्षक	४	२			
	.	ब्यवस्थापन (सहायक कर्मचारी)	२	२			
	.	सहयोगी	२	२			
	.	तालिम सामाग्री	१	२			
	.	विविध	१	२			
५	प्रोफाईल ब्यवस्थापन समिति र सहायक कर्मचारी अतिरिक्त						
		विवरण	जना	पटक			
	.	वडागत फर्म व्यवस्थापन र हस्तान्तरण (कार्यालय कर्मचारी र सहयोगी फारम गन्ने, छुट्टाउने,	६	२			



		भरपाई गराउने रिकर्ड राख्ने)					
६	फिल्ड सामाग्री (ब्याग, नोटबुक, कटर, पेन्सिल, मार्कर पेन)		६६	१			
७	घरधुरी सर्भेक्षण प्रति फारम						
		विवरण	फारम	प्रति फारम			
		घरधुरी फाराम संकलको लागि	२०५००	१			
८	संचार						
		विवरण	जना				
		संकलक	६६				
९	फारम कलेक्सन र प्रमाणिकरण						
		विवरण	जना	प्रति वडा			
		वडा अध्यक्ष	११	२			
		कर्मचारी कार्यालय (वडा सचिव)	११	३			
		फाराम ढुवानी खर्च (प्रति वडा)	११	१			



		प्रोफाईल सम्बन्धी कर्मचारी	११	१			
१०	डाटा एन्ट्री सफ्टवेयर (Format Based Data Input Software)		१	१			
११		Computer Data Entry Training					
		विवरण	जना	दिन			
		चिया/खाजा	१५	१			
		स्टेशनरी	१०	१			
		प्रशिक्षक	४	१			
		ब्यवस्थापन (सहायक कर्मचारी)	२	१			
		सहयोगी	१	१			
१२	कम्प्युटर एन्ट्री प्रति फारम (घरधुरी)						
		विवरण	फारम	प्रति फारम			
		फारम एन्ट्री	२०५००	१३			
१३	स्रोत नक्शा तयारी (वडागत)						
		विवरण	वडा	प्रति			



				कार्यालय			
		क्षेत्रगत वडागत स्रोत नक्शा तयारी (परामर्श)	११	१			
१ ४	सम्पर्क समन्वय र सुपरीवेक्षण						
		विवरण	जना	प्रति कार्यालय			
		अनुगमन वडा (कर्मचारी पदाधिकारी समेत)	२	११			
		अनुगमन कार्यालय (कर्मचारी पदाधिकारी समेत)	११	१			
१ ५	प्रोफाईल प्रस्तुतीकरण प्रोफाईल ड्राफ्ट Photocopy Banding		५	१			
१ ६	वडागत बस्तुस्थिती संकलन, छलफल, बैठक र प्रमाणिकरण (वडा समिति र वडा कर्मचारी)						



		विवरण	जना	वडा		
		पारिश्रमिक (वडा समिति र वडा कर्मचारी)	८	११		
१ ८	Data Analysis (गणित विज्ञ) पारिश्रमिक					
		विवरण	जना	दिन		
		पारिश्रमिक	२	५		
१ ९	Profile Finalization on Press (Proof Reading etc.)		५	२		
		विवरण				
२ ०	प्रोफाईल बुक तयारी र छपाई (२०० पेज २५० बुक लमसम-5 set)					
२ १	वडाकार्यालय, स्वास्थ्य चौकी, शैक्षिक संस्था, खानेपानी योजना, सामुदायिक वन उपभोक्ता समिति, सहकारी, संघसंस्था, प्रयटकिय स्थल, धार्मिक स्थल, मन्दिर, मस्जिद, गुम्बा, चर्च हरुको GPS Point Survey					
		विवरण	जना	दिन		
		GPS Survey पारिश्रमिक	४	११		
२ २	विविध (भैपरी आउने खर्च अन्य लमसम)					
२ ३	प्रोफाईल Digitalization (परामर्श)					



		जम्मा					
		१३% भ्याट					
		प्रस्तावित कुल खर्च					



FORM FIN-3 BREAKDOWN OF REMUNERATION ²

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
KEY EXPERTS (International)³									
1.									
2.									
Sub-Total Costs									
KEY EXPERTS (National)									
1.									
2.									
Sub-Total Costs									
Total Costs: Key Experts (International and National)									
NON-KEY EXPERTS/SUPPORT STAFF									
1.									
2.									

² In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

³ As identified in the Summary and Personnel Evaluation Sheet.



Total Costs: Non-Key Experts/Support Staff									
TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF									

**CONSULTANT’S REPRESENTATIONS REGARDING COSTS AND CHARGES
(EXPANDED FORM TO FIN-3 – QBS)**

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges₁</i>	<i>Overhead₁</i>	<i>Subtotal</i>	<i>Profit₂</i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour₁</i>
<i>Home Office</i>									
<i>Client's Country</i>									

* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1
2. Expressed as percentage of 4





Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) *the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;*
- (b) *attached are true copies of the latest pay slips of the Experts listed;*
- (c) *the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;*
- (d) *the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and*
- (e) *said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.*

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____



FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Reimbursable Expenses								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{ e.g., reproduction of reports}								
{e.g., Office rent}								
Sub-Total: Reimbursable Expenses								
Provisional Sums								
Item 1								
Item 2								
Sub-Total: Provisional Sums								
Total: Reimbursable Expenses + Provisional Sums								

* Provisional Sums must be expressed in the currency indicated in the data sheet.

Section 5. Eligible Countries

For GoN funded: *[select one option as appropriate]*

For the purpose of National shortlisting: **"Nepal"**;

Section 6. Corrupt and Fraudulent Practices

[“Notes to the Client”: The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP’s policy on corrupt and fraudulent practices]

It is the GoN’s policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) “obstructive practice” means:
 - (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’s/DP’s inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.



TERMS OF REFERENCES

Objectives:

The main objective of this assignment is to digitalize the detailed socio-economic data of the every single household as well as institution within this municipality so as to facilitate the municipality in decision making, planning and policy development and service delivery. Banganga Municipality intends to prepare house hold metric system incorporated in Municipal Information System along with the Geographical Information System. At the end of the assignment, municipality expects the consultant/s to deliver a fully developed information system to be used by the municipality office and ward offices with data of households, institutions integrated with the GIS maps.

Banganga Municipality intends to keep digital records of all households and institutions so as to make the communication with the residents easier and deliver better services in the future to its residents. In addition, the municipality intends to increase the revenue by accurately tracing the tax brackets residents and households fall under and bring all citizens under the tax system.

Scope of the assignment:

1. Conduct socio-economic census of individual households and institutions:

- Use paper/tablet based questionnaire to collect data from every household
- Collect details of residents with pictures as well
- Use paper/tablet based questionnaire to collect data from every institutions
- Collect details of institution with pictures as well
- The data to be collected (minimum) will be outlined in the Request for Proposal
- Document and will be further discussed with the appointed consultant /s.

2. Develop and establish household metric system for each household:

- Provide a unique household ID for each house in the municipality.

3. Prepare thematic resource maps:

- Preparation of thematic resource map from the GIS System of municipality.
- Generate thematic information by conducting spatial analysis.
- Facilitate the municipality by identifying all the natural and man-made resources within the municipality for planning and policy development.
- The map must include but not be limited to climatic information, land parcel and use, heritage sites, hydrology, greenery (parks / community forests), open spaces, cultural and religious places, connectivity (roads / streets), infrastructures, facilities for public, private / public institutions, demographics, social segregation, economic segregation.

4. Prepare large scale urban base map:



- Large scale urban base maps scaled for office uses to be prepared and delivered to the municipality.
- Very High Scale Satellite Image to be used and provided to the Municipality Office of the whole municipality.
- Details of, but not limited to, buildings, private institutions, religious places, governmental, semi-governmental and non-governmental organizations, street or road networks, public service delivery offices, water bodies along with details of terrain and topography.

5. Acquire cadastral map:

- Acquire cadastral maps from the Department of Land Information and Archive with assistance from Municipality.
- On field validation of data will be done to ensure validity and accuracy.

6. GIS data digitization and attribute entry:

- All acquired digital data from the Department of Land Information and Archive as well as field surveyors will be entered into the Municipal GIS to be integrated with the Municipal Information System.
- Multiple levels of validation and quality analysis to be carried out before finalization.

7. Design and develop Municipal Information System:

- A fully matured and bug free system to be handed over to the Municipality Office with complete source code and database.
- Hosting and Maintenance for the first year must be included in the quotation.
- User friendly interface with high security and speed must be delivered.

8. Integrate Information System with GIS Data and all Maps (Geo Portal):

- All the maps (cadastral, resource and urban base map) of high resolutions must be integrated in the Information System.
- One click complete access must be granted for both the maps and data from the same system.
- Reports having both the maps and data need to be generated from the system after integration.

9. Capacitate and institutionalize the municipality office:

- Provide a detailed User Manual for the Municipality Office of the Information System integrated with GIS data and maps.
- Conduct presentation and orientation with all the stakeholders of the municipality and ward offices making them familiar with the system and its utilization.
- Conduct training sessions so as to capacitate the personnel assigned by the municipality to make them well versed with the system developed.



10. Facilitate the municipality with extensive reporting of households, institutions, landmarks and geography:

- The system has to produce instant reports of households, residents, land masses, topography, ward segregation, demographics, landmarks and all other digitalized data.
- More than 20 customized reports need to be generated for decision making purposes.
- Info-graphical reporting as per the requirement of the Municipality to be made easily accessible in the system.

11. Prepare the information system for individual wards of the municipality:

- The Municipality Information System will also be used by Ward Offices with limited privileges and features.
- The system must be able to handle multiple levels of User Accounts and user groups for simultaneous use and with different privileges and hierarchy.

12. A fully scalable information system that can be used for each households to register and update information on their own at later stage:

- The Municipality Information System must be scalable so that in future all residents can login to the system to view their details and update or request for update accordingly.
- The system must be able to take 25,000 or more user accounts.



Evaluation of Consultant's EOI Application

Evaluation of Consultant's EOI Application

Consultant's EOI application which meets the eligibility criteria will be ranked on the basis of the Ranking Criteria.

i) Eligibility & Completeness Test

S.No.	Criteria Title	Compliance
1	Corporate Registration of Firm(s)	
2	Tax Clearance/Tax Return Submission of Firm(s) of fiscal year 74/75 (or Extension letter)	
3	VAT/PAN Registration of Firm(s)	
4	EOI Form 1: Letter of Application	
5	EOI Form 2: Application Information Form	
6	EOI Form 3: Experience (3(A) and 3(B))	
7	EOI Form 4: Capacity	
8	EOI Form 5: Qualification of Key Experts	
9	JV agreement in case of JV (maximum no. of JV partners shall be 3 no.)	
10	Minimum years of firm establishment shall be 4 years for Lead firm or single entity firm	

ii) EOI Evaluation Criteria

A. Qualification (Score:50)

S.No.	Criteria Title	Minimum Requirement	Score
1	Qualification of Key Experts	As per Terms of Reference	25
2	Experience of Key Experts	As per Terms of Reference	25

B. Experience (Score: 40)

S.No.	Criteria Title	Minimum Requirement	Score
1	General Experience of consulting firm (shall be evaluated in combination of lead and other JV partners)	Prior experience in conducting any engineering study of Municipal projects (Municipality Ring Roads, Municipal Bridges, Municipal Transport Master Plan, Land Use Plan Integrated development Plan, Tourism Development Master Plan) successfully completed within last 5 years (Consulting service of fees less than NRs 1 million with VAT shall not be considered for evaluation)	10
2	Specific experience of consulting firm within last 5 years (shall be evaluated in combination	Preparation of Municipal and Rural Municipal Profile, Integrated Development Plan of Rural/Municipality, Periodic Plan of Municipality, City Renovation Plan of	20



	of lead and other JV partners)	Municipality.	
3	Experience in Similar Geographic Region (shall be evaluated in combination of lead and other JV partners)	Planning related any engineering works and Household Metric System With GIS	10

C. Capacity (Score:10)

S.No.	Criteria Title	Minimum Requirement	Score
1	Financial Capacity	Firm should have Average Annual Turnover of best three years within last five years of Nrs. 4.5 million	5
2	Equipment/Office Accommodation Capacity	Photocopy/Printer (A3-A4)-1 Color Printer (A3-A4) -1 Computer-5 Office Space	5

Role of the Consultant:

- i. Consultant shall be responsible to supply technical personnel as stipulated to work under the team leader.
- ii. Consultant's personnel shall directly participate in fieldwork and plan preparation, under the supervision and instructions of the team leader.
- iii. Consultant shall remain in Municipality (not less than one third of total assignment period) until profile preparation is complete and submitted to the Municipality.
- iv. Consultant shall manage logistics necessary for the assignment.
- v. Consultant shall be responsible for undertaking necessary transfer of knowledge programs that required in connection to profile preparation.
- vi. Gather data and carry out necessary analysis and inform the outcome of such analysis to the team leader.

Team composition

Team Composition, Task Assignments

Position Assigned	Qualification	Task Assigned
A) Professionals Staffs		
Team Leader	<ul style="list-style-type: none"> • Masters in Urban Planning/ Geography/ Sociology • 10 years Experiences in Planning Works such as Preparation of Digital Digital Municipal Profile, Physical Development Plan, Periodic Plan or Long Term Development Plan, Integration 	<ul style="list-style-type: none"> • Overall coordination of the project. • Overall guidance to the team members regarding developing methodologies, data collection, report writing in order to complete the assigned task in the stipulated time. • Overall coordination and communication with different stakeholder's viz., municipality and other institutions regarding administrative, financial, technical



	Development Plan.	<p>matters for the smooth mobilization of the study.</p> <ul style="list-style-type: none"> • Define roles and responsibilities of each team members. • Organize municipal and wards level interaction programs and workshops for information collection, identification of problems, potential and opportunities • Stationed in field and involve in the preparation of Municipality Profile at all level • Moderate the possible misunderstanding and disputes during the plan making process among the client and the consultant, and similarly among the community within the study area. • Write report and give final form to the overall report written by different personnel in their expertise
IT Expert	Master Degree in Information Technology/Computer Science and Engineering	<ul style="list-style-type: none"> • Coordinate with team member • Participate in vision workshop • Develop web page and Software programming
Statistician	Master Degree in Statics/Mathematics experience in specific work like profile/IUDP/IDP/MTMP	<ul style="list-style-type: none"> • Prepare the checklist and questionnaire regarding the sector for the workshop, key informants, reconnaissance survey and detail field survey. • Analysis of the collected data / information and identify problems and potentials • Discussion (meeting) with the concerned organizations, person to collect necessary information • Participate in vision defining workshop • Assist the thematic groups in the preparation of Digital Municipal Profile
Civil Engineer	Bachelor in civil engineer 7 Years' experience in related field experience in specific work like profile/IUDP/IDP/MTMP	<ul style="list-style-type: none"> • Prepare the checklist and questionnaire regarding the geological features for the workshop, key informants, reconnaissance survey and detail field survey. • Extensively participate in the data collection process and its interpretation mostly concentrating on the physical infrastructure. • Participate in vision defining workshop • Do the SWOT analysis



		<ul style="list-style-type: none"> • Write report in the relevant sector in several phases and support the team leader in producing municipal profile.
GIS Expert	<ul style="list-style-type: none"> • Master degree's in GIS • 7 years Experiences in GIS Related work Planning Works such as Preparation of Digital Municipal Profile, Physical Development Plan, Periodic Plan or Long Term Development Plan, MTMP, Integration Development Plan. 	<ul style="list-style-type: none"> • Preparation of GIS map like density map, Population distribution map, Population growth ,map, Location map etc. • Coordinate with the other team members • Participate in vision defining workshop
Computer Operator	Intermediate any subject with computer subject experience in specific work like profile/ IUDP/IDP/MTMP	<ul style="list-style-type: none"> • Coordinate with the other team members • Participate in vision workshop • Data entry and Report formatting
Field Enumerators	Intermediate any Subject experience in specific work like profile/ IUDP/IDP/MTMP	<ul style="list-style-type: none"> • Coordinate with the other team members • Participate in vision workshop • Data collection

PAYMENT SCHEDULE

The payment of the consultant shall be as per Agreement modality: