



PROCUREMENT DOCUMENT

For Procurement of Consulting Services at Municipal Level

Issued by:

Galyang Municipality

December 2020

SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies that govern the selection and award process.

Section 2: Instructions to Consultants, Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Section 7: Terms of Reference (ToRs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

Section 6: Standard Forms of Contract

This section describes the some key provisions on Memorandum of Understanding with selected consultant/firm for the agreed services.

REQUEST FOR PROPOSALS

RFP No: LG/PP/QCBS-1

Selection of Consulting Services for:
To Procure Service for Periodic Plan Preparation in the
Galyang Municipality

Issue Date: December 31st 2020

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Section 1. Letter of Invitation

Dear Standing List Consultants,

1. Provincial and Local Governance Support Programme (PLGSP) is nationwide Government of Nepal's flagship program jointly funded by donor agencies in Nepal. The objective the program is to build the capacity of provincial and local government for effective and efficient service delivery and make them accountable to citizen. The programme has provided partial support for development of periodic plan in our Galyang Municipality with joint funding support.
2. The Galyang Municipality of Gandaki province, now invites proposals for: service for the preparation of periodic plan in the Galyang Municipality .
3. More details on the services are provided in the attached Terms of Reference.
4. The Request for Proposal (RFP) has been addressed to the following standing list consultants/firms:
 - A.
 - B.
 - C.
 - D.
 - E.
 - F.....
5. Consultants will be selected under Quality Cost based Selection (QCBS) and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - General Conditions of Contract
7. Interested Consultants can obtain further information from our office within office hours

Yours sincerely,

Chief Administrative Officer
Galyang Municipality

Section 2. Information to Consultants

A. INSTRUCTION TO CONSULTANTS:

1. Introduction	<p>1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.</p> <p>1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.</p> <p>1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.</p> <p>1.6 GoN and Provincial Government (PG) (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.</p> <p>1.7. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:</p> <p style="padding-left: 40px;">1.7.1. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.</p> <p style="padding-left: 40px;">1.7.2. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.</p> <p style="padding-left: 40px;">1.7.3. Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN/PGs</p>
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	<p>may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.</p> <p>1.8 It is the GoN's/PG policy to require its implementing agencies, as well as consultants under GoN/PG (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:</p> <ul style="list-style-type: none"> a. defines, for the purposes of this provision, the terms set forth below as follows: <p>“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.</p> 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 debar 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 inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client. <p>1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).</p> <p>1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.</p>
2. Clarification	<p>2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the</p>

	<p>source of inquiry) to all invited consultants who intend to submit proposals.</p> <p>2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.</p>
3. Preparation of Proposal	<p>3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.</p>
Technical Proposal	<p>3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <p style="padding-left: 40px;">If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.</p> <p style="padding-left: 40px;">For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> <p style="padding-left: 40px;">It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.</p> <p style="padding-left: 40px;">Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.</p> <p style="padding-left: 40px;">Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</p> <p style="padding-left: 40px;">Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.</p> <p>3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <p style="padding-left: 40px;">A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the client, location and duration of the assignment, contract amount, and consultant's involvement.</p>

	<p>Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).</p> <p>A description of the methodology and work plan for performing the assignment (Section 3D).</p> <p>The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).</p> <p>CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.</p> <p>Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</p> <p>A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.</p> <p>Any additional information requested in the Data Sheet.</p>
Financial Proposal	<p>3.5 The Technical Proposal shall not include any financial information.</p> <p>3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.</p> <p>3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.</p> <p>3.8 Consultants shall express the price of their services in Nepalese Rupees.</p> <p>3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.</p>
4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such</p>

	<p>corrections must be initialled by the persons or person who sign(s) the proposals.</p> <p>4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.</p> <p>4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."</p> <p>4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.</p> <p>4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.</p>
5. Proposal Evaluation	
General	<p>5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.</p> <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.</p>
Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS))	<p>5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular <u>proposal</u>. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in</p>

	accordance with the instructions given in para. 1.2 and the Data Sheet.
Public Opening and Evaluation of Financial Proposals (CBS Only)	5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.
Public Opening and Evaluation of Financial Proposals (QCBS, FBS, LCBS)	<p>5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.</p> <p>5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.</p> <p>5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.</p> <p>5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.</p> <p>5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>
6. Negotiations	<p>6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.</p> <p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The</p>

	<p>agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.</p> <p>6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.</p> <p>6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.</p> <p>6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.</p>
7. Award of Contract	<p>7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's 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>7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 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 of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.</p> <p>7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p>

	<p>7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application</p> <p>7.6 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 Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.</p> <p>7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.</p> <p>7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
8. Confidentiality	<p>8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.</p>
9. Conduct of Consultants	<p>9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act, 2063 (including Revisions) and Regulations, 2064 (including Revisions)</p> <p>9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ol style="list-style-type: none"> give or propose improper inducement directly or indirectly, distortion or misrepresentation of facts engaging or being involved in corrupt or fraudulent practice interference in participation of other prospective bidders. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, 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. 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
10. Blacklisting Consultant	<p>10.1 Without prejudice to any other rights of the Employer 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> <ol style="list-style-type: none"> if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2 if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3 if it is proved later that the bidder/contractor has committed

	<p>substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract</p> <p>d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.</p> <p>e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information</p> <p>f) other acts mentioned in the Data Sheet or SCC</p> <p>10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.</p>
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B. DATA SHEET:

1.1	The name of the Client is: Galyang Municipality The method of selection is: QCBS
1.2	The name, objectives, and description of the assignment are: Name: To Procure the Service for preparation periodic plan of Galyang Municipality in Gandaki Province Objectives: The overall objective of this assignment is to prepare periodic plan of a Galyang Municipality Description: Please Refer to Terms of Reference (ToR)
1.3	A pre-proposal conference will be held: No The name (s), address(es), and telephone numbers of the Client's official (s) are: Name: Galyang Municipality Address: Galyang , Syangja Email: info@galyangmun.gov.np
1.4	The Client will provide the following inputs: <ul style="list-style-type: none">• Budget for the study• Briefings on nature of planning process• Regular guidance and monitoring on planning process• Quality assurance, workshop organization, consultations and other coordinating support to consultants
1.5	Clarifications may be requested 7 days before the submission date The address for requesting clarifications is: As Indicated in 1.3 of this Data Sheet
1.6	Proposals should be submitted in the following language(s): English or Nepali
1.7	(i) Consultants/entity may associate with other short listed consultants: No (ii) The estimated number of professional As per ToR (iii) Available Budget NPR. Please mention budget (..... Lakh Only) including VAT and all other applicable tax as per GoN (iv) The minimum required experience of proposed professional staff is: As Mentioned in ToR (vi) Reports that are part of the assignment must be written in the following language(s): Nepali
1.8	(vii) Training is a specific component of this assignment: No (viii) Additional information in the Technical Proposal includes: As Per ToR
1.9	Proposals must remain valid 90 days after the submission date.
1.10	Consultants must submit 1 original and 1 additional copy of each proposal

1.11	The proposal submission address: Information on the outer envelope should also include : Same as in 1.3 of Data Sheet																						
1.12	Proposals must be submitted no later than: 15 Days By 12:00 Hours of 16 th Day																						
1.13	<p>The number of points to be given under each of the evaluation criteria are:</p> <table> <thead> <tr> <th></th><th>Points</th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of consultant related to the assignment</td><td>10</td></tr> <tr> <td> <ul style="list-style-type: none"> • Past experience development of similar type plan \ • Past experience working with GoN/Province/Local government • Experience in similar nature of plan formulation </td><td></td></tr> <tr> <td>(ii) Technical approach and methodology</td><td>30</td></tr> <tr> <td> <ul style="list-style-type: none"> • Understanding on ToR • Adequacy of proposed methodology and assessment of different sectors • Data collection, analysis and interpretation, planning process, consultation methods, and detail periodic plan formulation • Work implementation Plan </td><td></td></tr> <tr> <td>(iii) Qualifications and competence of the key staff for the Assignment (Team Leader and other thematic specialist/experts)</td><td>60</td></tr> <tr> <td>Total Points:</td><td>100</td></tr> </tbody> </table> <p>The number of points to be given under each evaluation sub criteria for qualifications of staff are:</p> <table> <thead> <tr> <th></th><th>Points</th></tr> </thead> <tbody> <tr> <td>(a) General qualifications</td><td>30%</td></tr> <tr> <td>(b) Adequacy for the project (Experience of the personnel)</td><td>70%</td></tr> <tr> <td> <ul style="list-style-type: none"> • Past experience in development of periodic or strategic plan development with government • Experience in writing plan in Nepali language </td><td></td></tr> </tbody> </table> <p><i>The minimum technical score required to pass is 60</i></p>		Points	(i) Specific experience of consultant related to the assignment	10	<ul style="list-style-type: none"> • Past experience development of similar type plan \ • Past experience working with GoN/Province/Local government • Experience in similar nature of plan formulation 		(ii) Technical approach and methodology	30	<ul style="list-style-type: none"> • Understanding on ToR • Adequacy of proposed methodology and assessment of different sectors • Data collection, analysis and interpretation, planning process, consultation methods, and detail periodic plan formulation • Work implementation Plan 		(iii) Qualifications and competence of the key staff for the Assignment (Team Leader and other thematic specialist/experts)	60	Total Points:	100		Points	(a) General qualifications	30%	(b) Adequacy for the project (Experience of the personnel)	70%	<ul style="list-style-type: none"> • Past experience in development of periodic or strategic plan development with government • Experience in writing plan in Nepali language 	
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	The Budget Ceiling for the assignment is: NPR. 1900000																						
1.15	The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 80 P (Financial Proposal) = 20																						
1.16	The address for negotiations is: Same as in 1.3 of Data Sheet																						
1.17	The assignment is expected to commence on : 15 th jan 2021																						

Section 3. Technical Proposal - Standard Forms

[Location, Date]

To:

.....

.....

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for preparation of period plan at Galyang Municipality in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed study staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant firm:

Address:

3A. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

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. (most recent first)

Assignment Name	Country	Professional Staff Provided by Consultancy /Entity(profiles	Name of Client: Address	Start Date Month/Year	Completion Date Month/Year	Approx. Value of Services NRs	Description of Actual Services Provided by Your Staff

3B. TECHNICAL APPROACH AND METHODOLOGY OF THE STUDY

- Understanding of ToR
 - What are the needs mentioned in the ToR
 - Nature of study, relevancy of plan, rationale, goal, objectives and expected results
 - Relevant comments upon ToR
- Methodology for Study
 - Study approach, methods and techniques, planning exercises, consultation workshops etc.
 - Literature reviews linked with particular plan
- Data collection and Analysis
 - Sampling design, data collection and analysis, findings and results and discussion.
 - thematic/sectoral plans/modules and draft reporting
- Work plan
 - Detail planning for each deliverables/activity with breakdown of given time period.

3c. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Study Team Members		
Name	Position	Task and Time

3D. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STUDY STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Key Qualifications:

[Give an outline of staff member's experience and research and plan formulation on most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Research/Study and Relevant Experience:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of study assignments/ researches/plan development. For experience in last seven years, also give types of activities performed and client references, where appropriate. Use about one page.]

Languages:

For Nepali and English language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the consultant] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative of Consultant _____

Section 4. Financial Proposal - Standard Forms

[Location, Date]

To,

.....
.....

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for preparation of period plan of Galyang Municipality in Gandaki Province in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes including Value Added Tax (VAT), which we have estimated at [Amount(s) in words and figures].

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., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant firm:
Address:

4a. SUMMARY OF CONSULANCY COSTS

SN	Particulars/Description	Amount in NPR.
A	Remuneration of Study Team	
A 1	Team Leader (unit x days x per unit cost)	
A 2 Economist (unit x days x per unit cost)	
A 3 Infrastructure Specialist (unit x days x per unit cost).....	
 GIS Expert (unit x days x per unit cost).....	
Urban Development Specialist (unit x days x per unit cost)	
A 4	Data Enumerators (unit x days x per unit cost)	
	Subtotal of A	
B.	Workshop, Travel, DSA, Communication and Reporting Cost	
B 1	Travel and DSA (unit x days x per unit cost)	
B 2	Stationary (unit x days x per unit cost)	
B 3	Communication (unit x days x per unit cost)	
B 4	Printing and Reporting (unit x days x per unit cost) ..add row as required	
	Subtotal of A	
C	Consultancy charge (not more than 10% of total cost)	
	Total A and B and C	
	VAT @13%	
D	Grand Total including VAT	

Note: Costing heading can be added as per need.

Section 5. Terms of Reference

Section 6. Standard Forms of Contract

General Conditions of Contract and Contract

Consultants' Services

***Consulting Services for Services of for Development
of Periodic Plan***

Issued by:

**Galyang Municipality
Galyang , Syangja**

CONTRACT

THIS CONTRACT ("**Contract**") is entered into this **[insert starting date of assignment]**, by and between **[insert Client's name]** ("**the Client**") having its principal place of business at **[insert Client's address]**, and **[insert Consultant's name]** ("**the Consultant**") having its principal office located at **[insert Consultant's address]**.

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**

The Consultant shall perform the services specified in Annex, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

The Consultant shall provide the personnel listed in Annex, "Consultant's Personnel," to perform the Services.

The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex ..., "Consultant's Reporting Obligations."
- 2. Term**

The Consultant shall perform the Services during the period commencing **[insert starting date]** and continuing through **[insert completion date]**, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling**

For Services rendered pursuant to Annex, the Client shall pay the Consultant an amount not to exceed **[insert amount]**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payments**

The schedule of payments is specified below:

[insert amount Nepali Currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount in Nepali currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount in Nepali currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total:
 - C. Payment Conditions**

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

- 4. Project Administration**
- A. Coordinator.
- The Client designates Mr. /Ms. **[insert name]** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
- B. Reports.
- The reports listed in Annex....., "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
- 5. Performance Standards**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality**
- The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material**
- Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Responsibility**
- The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.
- 10. Insurance**
- The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment**
- The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

**12. Law Governing
Contract and
Language**

The Contract shall be governed by the laws of Nepal and the language of the Contract shall be Nepali/English

**12. Dispute
Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

पालिका र परामर्शदाता बीच गरिने द्विपक्षीय करार सम्झौताको विवरण

यस गल्याड (यसपछि पहिलो पक्ष भनिने) र फर्म वा कम्पनी वा परामर्शदाता (यस पछि दोश्रो पक्ष भनिने) बीच यस स्थानीय तहमा अध्ययन गर्न देहायमा उल्लेखित शर्तहरूको पालना गरी आज मिति साल महिना गते यो द्विपक्षीय सम्झौता गरि एक एक प्रति लियौं दियौं ।

गल्याड नगरपालिका वा गाउँपालिका (पहिलो पक्ष) को जिम्मेवारी:

१. दोश्रो पक्षलाई कार्यक्षेत्रगत शर्त बमोजिमका आवधिक योजना तयार गरे वापत भ्याट सहित कुल जम्मा रु..... तलको किस्ता बमोजिम उपलब्ध गराउने ।

प्रथम किस्ता रु

दोश्रो किस्ता रु

अन्तिम किस्ता रु

दोश्रो पक्षले पहिलो किस्ता रकम निकाशा माग गर्न शुरुवाती प्रतिवेदन, दोश्रो किस्ताका लागि मस्यौदा प्रतिवेदन र अन्तिम किस्ताका लागि सम्पूर्ण कार्य सम्पन्न गरेका प्रतिवेदन तोकिएको ढाँचामा खर्च फाँटवारी समेत पेश गर्नुपर्नेछ ।

३. दोश्रो पक्षले प्राप्त गर्ने कुल रकम मध्ये रु. (..... मात्र) भ्याट सहित गण्डकी प्रदेश प्रशिक्षण प्रतिष्ठान, पोखराबाट उपलब्ध गराउने ।

२. दोश्रो पक्षलाई कार्यक्रम कार्यान्वयन गर्न आवश्यक सहयोग, सल्लाह, सुझाव र निर्देशन दिने ।

३. योजना तर्जुको सिलसिलामा परामर्शदातालाई आवश्यक पर्ने सुझाव प्रदान गर्ने ।

४. समन्वयात्मक रुपमा एकीकृत आवधिक योजना निर्माण गर्न आवश्यक सहजिकरण गर्ने ।

५. कार्यक्रमको सरोकारवालाहरूसँग अन्तरक्रिया, परामर्श गर्ने, गुणस्तरका लागि सुझाव तथा पृष्ठपोषण दिने ।

परामर्शदाता.....(दोश्रो पक्ष) को जिम्मेवारी:

१. कार्यक्षेत्रगत शर्तमा उल्लेख भएका कार्य जिम्मेवारी र प्रकृयाका आधारमा तोकिएको समयमा..... योजना तयार गरि प्रतिवेदन र आवश्यक कागजातहरू पेश गर्ने ।

२. कार्यादेश प्राप्त भएपछि काम शुरु गर्ने र तोकिएको समयभित्र तोकिए अनुसार शुरुवाती प्रतिवेदन पेश गर्ने ।

२. कार्यक्षेत्रगत शर्त र प्राविधिक प्रस्तावमा उल्लेख भए बमोजिम डाटा संकलकहरू नियुक्त गर्ने र तालीम पश्चात कार्यक्षेत्रमा खटाउने ।

३. अध्ययनका लागि अनिवार्य रुपमा प्रस्ताव गरिएका कर्मचारी वा परामर्शदाता टोलीलाई सक्रिय रुपमा सहभागी गराउने ।

४. कार्यक्रम कार्यान्वयन गर्नका लागि नियमित रुपमा प्राविधिक टोलीलाई आवश्यक सहयोग उपलब्ध गराउने ।

४. योजना तर्जुमाको सिलसिलामा आवश्यक पर्ने तथ्याड लगायत अन्य आवश्यक सुचना संकलनका लागि सम्बन्धित स्थानीय तह, स्थानीय जानकारहरू, संघ, प्रदेश र स्थानीय सरकार, सम्बन्धित मन्त्रालय,

इकाई, गैर सरकारी निकायहरु लगायत अन्य सम्बन्धित सहकारी, वित्तीय तथा निजी संस्थाहरूसँग कार्यगत समन्वय र साभेदारिता विकास गर्ने ।

५. योजना तयारीका चरणमा प्राप्त सुचनाहरुको प्रशोधन, विश्लेषण गरि मस्यौदा प्रतिवेदन तयार गरि पहिलो पक्षलाई उपलब्ध गराउने ।
६. नियमित रुपमा परामर्शदाताहरुको कार्यको अनुगमन गरी स्थानगत रुपमै सल्लाह, सुझाव र पृष्ठपोषण दिने ।
७. पहिलो पक्षबाट माग गरिएका अध्ययनसंग सम्बन्धित विवरण तथा तथ्यांकहरु उपलब्ध गराउने ।
८.स्थानीय सरकार, मुख्यमन्त्री तथा मन्त्रिपरिषद् कार्यालय, निती तथा योजना आयोग, गण्डकी प्रदेश प्रशिक्षण प्रतिष्ठान वाट प्राप्त सुझाव तथा पृष्ठपोषणहरुको पालना गर्ने ।
९. आवधिक योजना तर्जुमाका लागि स्थानीय सरकार, प्रदेश सरकार र संघीय सरकारका ऐन, कानून र कार्यविधि अनुसार काम गर्ने ।
१०. योजना तर्जुमाका लागि गण्डकी प्रदेश मुख्यमन्त्री तथा मन्त्रिपरिषद् कार्यालयले आयोजना गरेको तालिम कार्यक्रममा भाग लिने ।

अन्य:

१. यो द्विपक्षीय सम्झौताको अवधिदेखिसम्म हुनेछ । यस अवधि भित्र दोश्रो पक्षले कार्य सम्पन्न गरि सक्नु पर्नेछ ।

माथि उल्लेखित सेवा र शर्तहरुको अधिनमा रहीकार्यक्रम सञ्चालन गर्न गराउन हाम्रो मञ्जुरी छ ।

प्रथम पक्षका तर्फबाट	दोश्रो पक्षका तर्फबाट
हस्ताक्षर:.....	हस्ताक्षर:.....
नाम :.....	नाम :.....
पद :.....	पद :.....
मिति :	मिति :
साक्षी	साक्षी
हस्ताक्षर:.....	हस्ताक्षर:.....
नाम :.....	नाम :.....
पद :.....	पद :.....
मिति :	मिति :

करार सम्झौताको अंगकै रुपमा रहने अनुसूचीहरुको सूची

अनुसूची क कार्यक्षेत्रगत शर्त

अनुसूची ख फर्मको अध्ययनकर्ता परामर्शदाताहरुको विवरण (फर्मको प्राविधिक प्रस्तावमा उल्लेख भए वमोजिम)

अनुसूची ग फर्मको अध्ययन प्रतिवेदन दिने दायित्व/कर्तव्य (कार्यक्षेत्रगत शर्तमा उल्लेख भए वमोजिम)

अनुसूची घ सम्झौता गरेको रकम (आर्थिक प्रस्तावमा मा उल्लेख भए वमोजिम)

अनुसूची ड भुक्तानी तालिका (कार्यक्षेत्रगत शर्तमा उल्लेख भए वमोजिम)

अनुसूचि च पेशकी ग्यारेन्टीको नमुना