

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No:- 2076/077

Selection of Consulting Services for:

Detailed Preparation of Tourism Master Plan of

Kalaiya sub Metropolitan city

Provision No 2

Office Name: Kalaiya sub Metropolitan city

Provision No 2

Financing Agency: Government Budget

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PART I

Section 1. Letter of Invitation

RFP No: 2076/077

Kalaiya sub Metropolitan city

provision No 2

Jan 14/ 2020

1. Subject Detailed Preparation of Tourism Master Plan

Dear Mr./Ms

2. **Kalaiya sub Metropolitan city** has allocated fund toward the cost of intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.
3. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): More details on the Services are provided in the Terms of Reference (Section 7).
4. This Request for Proposals (RFP) has been addressed to the Technical and financial proposal.
5. 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 J.V partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
6. A firm will be selected under **QCBS** and procedures described in this RFP.
7. 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 7 - Terms of Reference

Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices

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Please inform us by Jan 14 2020

Kalaiya sub Metropolitan city provision No 2

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- (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,

[Insert: Signature, name, and title of Client's authorized representative]

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

Definitions	<p>"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>"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>"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>"Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>"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>"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>"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>"Day" means a calendar day.</p> <p>"Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>"Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>"Government" means the government of the Nepal.</p> <p>"Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one</p>
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	<p>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>“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 taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>“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.</p> <p>“LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <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.</p> <p>“Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>“RFP” means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>“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.</p> <p>“Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>“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.</p> <p>“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.</p>
<p>1. Introduction</p>	<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,</p>

	<p>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>
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 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>
a. Conflicting activities	<p><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>
b. Conflicting assignments	<p><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>
c. Conflicting relationship	<p><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>

Unfair Competitive Advantage	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.
Corrupt and Fraudulent Practices	<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 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>
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.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	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 .
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (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.
c. Restrictions for public employees	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).
B. Preparation of Proposals	
General Considerations	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.
Cost of Preparation of Proposal	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, without thereby incurring any liability to the Consultant.
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 or Nepali language.
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).
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 .
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

	<p>further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>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.</p> <p>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.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
<p>Clarification and Amendment of RFP</p>	<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</p>

	<p>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>
<p>Preparation of Proposals – Specific Considerations</p>	<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 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>
<p>Technical Proposal Format and Content</p>	<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>

Financial Proposal	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 .
a. Price Adjustment	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 .
b. Taxes	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 .
c. Currency of Proposal	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.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
Submission, Sealing, and Marking of Proposals	<p>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>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>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 authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>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>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>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</p>

	<p>UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>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>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>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>0 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>
Confidentiality	<p>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>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>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>
Opening of	<p>The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’</p>

Technical Proposals	<p>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>
Proposals Evaluation	<p>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>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>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>
Evaluation of Technical Proposals	<p>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>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>
Financial Proposals for QBS	<p>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 style="text-align: right;">If Financial</p> <p>Proposals were invited together with the Technical Proposals, only</p>

	<p>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>Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>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>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>Correction of Errors</p>	<p>Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>

<p>a. Time-Based Contracts</p>	<p>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.</p>
<p>b. Lump-Sum Contracts</p>	<p>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.</p>
<p>Taxes</p>	<p>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.</p> <p>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.</p>
<p>Conversion to Single Currency</p>	<p>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.</p>
<p>Combined Quality and Cost Evaluation</p>	
<p>a. Quality- and Cost-Based Selection (QCBS)</p>	<p>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.</p>
<p>b. Fixed-Budget Selection (FBS)</p>	<p>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.</p>

	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)	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	
12. 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 Not with standing 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</p>

	<p>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 Remuneration Rates.</p>
13. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed 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>
14. Award of Contract	<p>14.1 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>14.2 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>14.3 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>14.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
15. 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 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>16. 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 facts c. engaging or being involved in corrupt or fraudulent practice d. interference in e. 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>17. Blacklisting</p>	<p>.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 assignment is not of the specified quality as per the contract, 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>7.2 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: Not Applicable
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: Kalaiya sub Metropolitan city provision No 2 Method of selection: QCBS
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes, Financial proposal submission at the same time The name of the assignment is: Ministry of Federal Affairs and General Administration and Contract Number RFP/2076/077
2.3	A pre-proposal conference will be held: Yes / 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	Not Applicable
6.3.1	A list of debarred firms and individuals is available at the following website www.ppmo.gov.np
B. Preparation of Proposals	

<p>10.1</p>	<p>The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal Proof of Legal Status and Eligibility TECH-1 TECH-2 TECH-3 TECH-4 TECH-5 TECH-6 TECH-7 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by: Certificate of incorporation.</p>
<p>11.1</p>	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes</p>
<p>12.1</p>	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline.</p>
<p>12.9</p>	<p>Sub-contracting is allowed for the proposed assignment : No</p>
<p>13.1</p>	<p>Clarifications may be requested no later than 10days prior to the submission deadline. The contact information for requesting clarifications is: Address: : Kalaiya sub Metropolitan city provision No 2 Telephone: +91 93 490 9393 E-mail: Kalaiyamun@gmail.com Contact person Harinarayan belbase Executive officer</p>
<p>14.1.1</p>	<p>Shortlisted Consultants may associate with</p>

	<p>(a) non-shortlisted consultant(s): Yes or No (b) other shortlisted Consultants: No</p>
14.1.2	Estimated input of national Key Experts' time-input: Refer ToR, Section 7
16.1	<p>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; cost of travel by the most appropriate means of transport and the most direct practicable route; cost of office accommodation, including overheads and back-stop support; communications costs; cost of reports production (including printing) and delivering to the Client; other allowances where applicable (7) support staff cost</p>
16.2	A price adjustment provision applies to remuneration rates : No
16.3	"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."
16.4	The Financial Proposal should state local costs in Nepalese Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants "shall not" have the option of submitting their Proposals electronically.
17.5	<p>The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.</p>
17.8	<p>The Proposals must be received at the address below no later than: Date: 2019 Time: 12:00 PM hours The Proposal submission address is: Address: : Kalaiya sub Metropolitan city</p> <p>provision No 2</p>

	<p>Telephone: +91 98 093-990939</p> <p>E-mail: Kalaiyamun@gmail.com</p> <p>Contact person Harinarayan belbase Executive officer</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: “same as the Proposal submission address”</p> <p>Date: ----- 2019</p> <p>Time: 14:00 hours</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals :</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are:</p> <p style="text-align: center;"><u>Points</u></p> <p>(i) Specific experience of the consultants (as a firm) related to the assignment : <u>5</u></p> <p>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference 35 <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the ToRs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Qualifications and Experience of the key staff for the Assignment : 60 <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>(List of Key staff required is defined in ToR, Refer Section 7)</p> <p style="text-align: right;">Total Points: 100</p> <p>The minimum technical score (St) required to pass is 70 Points</p>
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: Not Applicable</p> <p>The official source of the selling (exchange) rate is: Not Applicable</p>

	The date of the exchange rate is: <u>Not Applicable</u>
27.1 a. QCBS	<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:</p> <p>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 weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date:2019</p> <p>Address: : Kalaiya sub Metropolitan city Province No 2</p> <p>Telephone: +977 ०५३-५५०१३५</p> <p>E-mail: Kalaiyamun@gmail.com</p> <p>Contact person Hari Narayan Belbase Chief Administration Officer</p>
30.4	<p>Expected date for the commencement of the Services:</p> <p>Date:... 2019</p>
31.1	The Applicant shall furnish a cash amount or a bank guarantee No
33.2	<p>A list of blacklisted firms is available at the PPMO’s website</p> <p>http://www.ppmo.gov.np</p>

Section 3. Technical Proposal - Standard Forms

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}

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 5 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}

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.}

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
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.

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														
National														
n														
											Subtotal			
NON-KEY														
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

CURRICULUM VITAE (CV)

Position Title and No.	, 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

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}	

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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

FINANCIAL 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 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

Item	Cost
	Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet . Payments will be made in the currency(ies) expressed. Delete columns which are not
	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Competitive Components	
Remuneration, Key Experts	
Remuneration, Non-Key Experts	
Reimbursable Expenses	
Sub-Total	
Total Cost of the Financial Proposal¹	
Value Added Tax (VAT)	

¹ Should match the amount in Form FIN-1.

*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)	{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)	
1.						
2.						
Sub-Total Costs						
1.						
2.						
Sub-Total Costs						
Total Costs: Key Experts (International and National)						
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.

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

N-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	Quantity	Unit	Currency	Unit Price	{Local Currency- as in FIN-2}
Reimbursable Expenses					
{e.g., Per diem allowances}	{Dav}				
{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					
Total: Reimbursable Expenses					

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

Section 5. Eligible Countries

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.

कलैया उपमहानगरपालिकाको पर्यटन
गुरुयोजना तयार गर्नका लागि प्राविधिक सेवा
उपलब्ध गराउने कार्य

कार्यक्षेत्रगत शर्त
(Terms of References ToR)

कलैया उपमहानगरपालिका
नगर कार्यपालिकाको कार्यालय
कलैया, बारा
२ नं. प्रदेश, नेपाल

कलैया उपमहानगरपालिकाको पर्यटन गुरुयोजना तयार गर्नका लागि प्राविधिक सेवा उपलब्ध गराउने कार्य क्षेत्रगत शर्तहरू (ToR)

१. पृष्ठभूमि

कलैया उपमहानगरपालिकाका विभिन्न स्थानमा रहेका धार्मिक पर्यटन, साहित्यिक पर्यटन, ऐतिहासिक पर्यटन, सांस्कृतिक पर्यटन, प्राकृतिक पर्यटन, कृषि तथा खेल लगायतका अन्य पर्यटन क्षेत्रको विशेष महत्व रहेको छ । विभिन्न कालखण्डमा ऋषिमुनिहरूले तपस्या गरेका स्थानहरूको ऐतिहासिक तथा धार्मिक महत्व छ भने सिमसार क्षेत्र, तालतलैया, बन जंगल र खोलानालाहरूको प्राकृतिक महत्व छ । त्यसै गरी विभिन्न जातजातिहरूको संस्कृतिले त्यो क्षेत्रको आकर्षण र पर्यटकीय सम्भावना बढाएको छ । तर यी सम्भावनाहरू हुँदाहुँदै पनि स्पष्ट कार्ययोजना, आवश्यक पूर्वाधार, स्थानीय स्तरमा उद्यमशीलता र निजी क्षेत्रको लगानीको अभावले गर्दा ती क्षेत्रहरूमा आशातीत विकास हुन सकेको छैन । हाल यस क्षेत्रको समग्र विकासका लागि योजनाबद्ध ढंगले अगाडि बढनु पर्छ र केन्द्रीय तथा स्थानीय स्तरमा उपलब्ध साधन र स्रोतलाई उक्त योजना अनुसार सदुपयोग गरी उपमहानगरपालिकालाई जिल्लाकै एक उत्कृष्ट पर्यटकीय क्षेत्रका रूपमा विकास गर्न सकिन्छ भन्ने विश्वास राजनीतिक दल लगायत सबै सरोकारवाला पक्षको भएकोले कलैया उपमहानगरपालिकाले संयुक्त रूपमा योजना तर्जुमा गर्ने सोच बनाएको छ । र सोहि अनुसार कलैया उपमहानगरपालिकाको निर्णय भए अनुसार उक्त योजना तयार पार्न प्राविधिक सेवा उपलब्ध गराउने कार्य क्षेत्रगत शर्तहरू टर्म्स अफ रेफरेन्स १९९७ तयार गरिएको छ ।

२. उद्देश्य :

परामर्श सेवाको मुख्य उद्देश्य कलैया उपमहानगरपालिकाको धार्मिक, सांस्कृतिक, साहित्यिक, ऐतिहासिक, प्राकृतिक तथा पर्यटकीय स्थलहरूको संरक्षण, सम्बर्द्धन र विकासको लागि पर्यटन गुरु योजना बनाउने रहेको छ ।

३. कार्य क्षेत्रगत शर्तहरू :

१. तोकिएका स्थानहरूको स्थलगत भ्रमण गरी स्थान विशेषको महत्व, उपलब्ध स्रोत साधनको आँकलन तथा मूल्याङ्कन गरी सो स्थानमा के कस्ता भौतिक तथा सामाजिक पूर्वाधारको विकास गर्न सकिन्छ,

त्यसको नक्सा सहितको प्रस्ताव तयार गर्ने ।

२. तोकिएका स्थलहरूको एक आपसको सम्पर्क (लिंगेज) स्थापित गर्न यातायात र संचारको नेटवर्कको खाका तयार गरी पेश गर्ने ।

३. माथि उल्लेखित योजना कार्यान्वयन गर्नका लागि आवश्यक रकमको अनुमान गरी त्यसको स्रोतको पहिचान गर्ने ।

४. माथि उल्लेखित योजना कार्यान्वयन पश्चात यस वाट आर्थिक, सामाजिक, धार्मिक, सासंकृतिक तथा पर्यटकिय क्षेत्रमा पर्ने प्रभाव र प्राप्त हुने उपलब्धी पहिचान गर्ने ।

४. कार्य सम्पादन विधि

१. कलैया उपमहानगरपालिकाको प्रोफाइल, टोपोग्राफिकल नक्शा र संन्दर्भ सामग्रीको (राष्ट्रिय पर्यटन योजना, क्षेत्रीय स्तरका पर्यटन योजना र कार्ययोजनाहरू र कार्यक्रमहरू संकलन र अध्ययन गर्ने ।

२. तोकिएका स्थलहरूको भ्रमण गरी स्थानीय समुदायसँग अन्तरकृया गर्ने ।

३. जिल्ला समन्वय समिति, उपमहानगरपालिका, राजनीतिक दल, गैरसरकारी संघ संस्था, स्थानीय सरोकार समूह र वृद्धिजीविसँग भेटघाट गरी सुझाव संकलन गर्ने ।

४. कुन स्थानमा के कस्ता भौतिक तथा सामाजिक पूर्वाधार उपलब्ध छन् त्यसको नक्शा तथा सूचि तयार गर्ने ।

५. उपलब्ध पूर्वाधारको लेखाजोखा गरी के कस्ता पूर्वाधारको विकास गर्नु पर्ने हो, त्यसको प्रस्ताव तयार गर्ने ।

६. कार्ययोजनाको खाकामा जिल्लास्तरमा सबै सरोकारवाला पक्षसँग बसी छलफल गर्ने र प्राप्त सुझावका आधारमा प्रतिवेदनलाई अन्तिम रूप दिई उपमहानगरपालिकामा पेश गर्ने ।

५. परामर्शदाता टोलीमा उपलब्ध हुनुपर्ने जनशक्ति :

- १) विकास योजनाकार स्नातकोत्तर
- २) पर्यटन विज्ञ स्नातकोत्तर
- ३) समाजशास्त्री स्नातकोत्तर
- ४) सिभिल इन्जिनियर स्नातक
- ५) जिआएस विज्ञ स्नातकोत्तर जियोग्राफि

६) संस्थागत विकास विज्ञान स्नातकोत्तर

-ड्राफ्टपर्सन

उपरोक्त प्राविधिक टोलीमा कम्तीमा १० वर्षको अनुभव प्राप्त गरेको व्यक्ति हुनुपर्नेछ ।

६. समय सीमा

उक्त कार्यका लागि समय सीमा २ महिना तोकिएको छ । परामर्श सेवा तोकिएको मितिसम्ममा सम्पन्न गरिसक्नुपर्नेछ ।

७. प्रतिवेदन पेश गर्ने विधि:

१. काम शुरु गरेको १५ दिनभित्र आफूले गर्ने काम र कार्य सम्पादन विधि, कार्य तालिका सहित आवश्यक पर्ने कागजात, सूचना जानकारी वा स्थानीय स्तरमा उपलब्ध गराउनु पर्ने सहयोगका बारेमा स्पष्ट उल्लेख भएको प्रारम्भिक प्रतिवेदन (इन्सेप्सन रिपोर्ट) पेश गर्ने ।

२. काम शुरु गरेको १ महिना भित्र मस्यौदा प्रतिवेदनको १ प्रति पेश गर्ने । मस्यौदा प्रतिवेदनमा नक्शा र सो नक्शालाई व्याख्या गर्ने बुँदाहरु तथा विकास निर्माणका लागि आवश्यक लागत इष्टिमेट समावेश हुनुपर्नेछ ।

३. काम शुरु गरेको २ महिनाभित्र मस्यौदा प्रतिवेदनमा प्राप्त सुझाव समावेश गरी अन्तिम प्रतिवेदन १ प्रति पेश गर्नुपर्नेछ ।

नक्शा बाहेक सम्पूर्ण प्रतिवेदन संक्षिप्त रूपमा नेपाली भाषामा लेखिएको हुनुपर्नेछ ।

८. अनुमानित रकम

स्वीकृत कार्यक्रम अनुसार पर्यटन गुरु योजना तयार गर्नका लागि संस्था परामर्शदाताका लागि २० लाखमा नबढ्ने गरी रकम विनियोजन भएको छ । यहि रकम भित्र रहेर परामर्शदाताको प्रस्ताव स्विकृत गरि कार्य सम्पन्न गर्न सम्भौता गरिने छ ।

९. सेवा सम्बन्धी अन्य कुराहरु :

क. परामर्शदाता टोलीलाई आवश्यक पर्ने सूचनाहरु तथा सम्भव सम्बन्धित निकायले उपलब्ध गराउने छ ।

ख. कार्य सम्पादनका सिलसिलामा स्थानीय निकाय, समुदाय लगायत सबै सरोकारवाला निकाय तथा

पक्षसँग अनिवार्य रूपमा छलफल गर्नुपर्नेछ ।

ग. परामर्शदाता टोलीले जिल्लास्तर, स्थानीयस्तरीय नक्शा सहितको (नयाँ पर्यटकीय स्थलहरूलाई के गर्ने र उक्त स्थलहरूको संक्षिप्त विवरण बनाउने आदि) तयार गर्नु पर्नेछ जुन कागज र डिजिटल रूपमा उपलब्ध गराउनु पर्नेछ ।

घ. परामर्शदाता टोलीको कार्यक्षेत्रगत शर्तहरू आवश्यकता अनुसार थपघट हुन सक्नेछ ।

कलैया उपमहानगरपालिका