



Gangajamuna Rural Municipality
Office of Rural Executive
Phulkharka, Dhading
Bagamati Province, Nepal

REQUEST FOR PROPOSALS

RFP No.: REP-1-Digital Village Profile-2080-81

Selection of Consulting Services for:
Conduction of Digital Household Survey and its Management

Office Name: Gangajamuna Rural Municipality
Office Address: Phulkharka, Dhading, Bagamati Province, Nepal

Financing Agency: Government Budget

Issued on: 2080/09/17

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PART I

Section 1. Letter of Invitation

RFP No: **REP-1-Digital Village Profile-2080-81**

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Dear Mr./Ms.:

1. Gangajamuna Rural Municipality has allocated fund itself from the Government of Nepal Budget towards the Conduction of Digital Household Survey. And intends to apply a portion of this fund to develop the digital survey to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **[Conduction of Digital Household Survey and its Management]**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) will be addressed to the minimum six consultants including you.
4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.

5. A firm will be selected under comparison of Technical and Financial Proposal and procedures, i.e. Quality and Cost Based Selection (QCBS) described in this RFP.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

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

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract

7. Please inform us in writing at Gangajamuna Rural Municipality, Phulkharka, Dhading.

(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,

Chief Administrative Officer

Gangajamuna Rural Municipality

Office of Rural Executive

Phulkharka, Dhading.

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

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

<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p>c. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>

5. 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>
6. Eligibility	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 A person or firm/institution/company which is already declared blacklisted and ineligible by the GoN as mentioned in clause 5.1, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>

c. Restrictions for public employees	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	
7. 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.
8. 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.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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).</p>
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>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.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<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. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</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>
b. Substitution of Key Experts at Validity Extension	<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>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>

<p>13. 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 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>
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<p>14. 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>15. 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>

16. 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.
. 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

<p>17. Submission, Sealing, and Marking of Proposals</p>	<p>17. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17. 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>3. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>5. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>6. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "Development of Digital Rural Municipal Profile, Digital Governance Framework (ERP) & Interactive Mobile Applications ", reference number, name and address of the Consultant, and with a warning "Do NOT OPEN UNTIL</p> <p>7. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a</p>
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	<p>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>8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE</p> <p>9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required; the Client shall reject the Proposal.</p> <p>10. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
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18. Confidentiality	<p>18. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19. The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any</p>

	other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	<ol style="list-style-type: none"> 1. Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its “no objection”, if applicable. 2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	<ol style="list-style-type: none"> 1. The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. 2. Proposed experts, involved in the firms’ work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment. 3. In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal

	<p>shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>22. Financial Proposals for QBS</p>	<ol style="list-style-type: none"> 1. Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. 3. In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.

<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<ol style="list-style-type: none"> 1. After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national short listing and 15 days for international short listing for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. 2. The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ol 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,
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	<p>(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,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
24. Correction of Errors	<p>1. 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>
a. Time-Based Contracts	<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,</p>

	and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	<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>
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

<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> <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.</p>
<p>c. Least-Cost Selection (LCS)</p>	<p>27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
<p>D. Negotiations and Award</p>	
<p>28. Negotiations</p>	<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>

<p>a. Availability of Key Experts</p>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>b. Technical negotiations</p>	<p>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.</p>
<p>c. Financial negotiations</p>	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be</p>

	<p>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>
<p>29. Conclusion of Negotiations</p>	<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>

30. Award of Contract	<ol style="list-style-type: none"> 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. 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. 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. 4. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. 5. In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
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<p>31. Request for Information/ Complaints</p>	<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 Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal 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 Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal 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</p>
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	<p>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>
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<p>32. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ul style="list-style-type: none"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of 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
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33. Blacklisting	<ol style="list-style-type: none"> 1. Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant: <ol 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. 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>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>
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1. E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is:NA.....
1(k) (definitions)	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
2.1	<p>Name of the Client: Gangajamuna Rural Municipality, Phulkharka, Dhading, Bagamati Province, Nepal</p> <p>Method of selection: QCBS</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes <u>(Y)</u></p> <p>[Notes to Client: Client shall request Financial proposal submission at the same time for QCBS, FBS and LCS]</p> <p>The name of the assignment is: The Development of Digital Rural Municipal Profile, Digital Governance Framework (ERP) & Interactive Mobile Applications</p>
2.3	<p>A pre-proposal conference will be held: NO</p> <p>[If “Yes”, fill in the following:]</p> <p>Date of pre-proposal conference: ____.....____</p> <p>Time: _____</p> <p>Address: Gangajamuna Rural Municipality, Phulkharka, Dhading, Bagamati Province, Nepal</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p>

	<p>Contact person/conference coordinator:[insert name and title]</p> <p>_____</p> <p><i>[Note to Client: For complex assignments, Client is advised to hold a pre-proposal meeting]</i></p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
4.1	<p>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</p>
6.2	<p>Maximum number of partners in JV shall be: 3 (three).</p>
6.3.1	<p>A list of debarred firms and individuals is available at the following website</p> <p>www.ppmo.gov.np</p>
<p>B. Preparation of Proposals</p>	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 <p>AND</p>

	<p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Certificate of incorporation.
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes ____ (Y) ____ or No _____</p>
12.1	<p>Proposals must remain valid for <i>90days</i> calendar days after the proposal submission deadline.</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment</p> <p>Yes _____ or No __ (N) _____</p> <p>[If yes, specify the part of the assignment that can be sub contracted :</p> <p>[Notes to Client: sub-contracting of the whole Services is not allowed.]</p>
13.1	<p>Clarifications may be requested no later than ____ Seven days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Gangajamuna Rural Municipality _____ E-mail: _____</p>

<p>14.1.1</p>	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes _____ or No ____No__, Or</p> <p>(b) other shortlisted Consultants: Yes _____ or No ____No_</p> <p>[Notes to Client: Default provision is for (a) “Yes” and (b) “No”, e.g. Shortlisted consultants may <u>not</u> associate with other shortlisted consultants, but may associate with other non-shortlisted consultants. Any deviations from the default provisions would require PPMO’s prior approval]</p>
<p>14.1.2</p>	<p>[If not used, state “Not applicable”. [Note to Client: state “Not applicable”, if specifying minimum inputs under 14.1.3, instead of estimated inputs]</p> <p>If used, insert the following:</p> <p>Estimated input of international Key Experts’ time-input: ____NA_ person-months.</p> <p>Estimated input of national Key Experts’ time-input:_____ person-3 months</p> <p>OR</p> <p>Estimated total cost of the assignment for the assignment: _</p> <p>[Notes to Client: [Indicate only either time input (in person-month) or total cost, but not both]</p>
<p>14.1.3</p> <p>for time-based contracts only</p>	<p>[If not used, state “Not applicable”. If used, insert the following:</p> <p>Minimum time-input of international Key Experts’ is: ____NA _____ person-months.</p> <p>Minimum time-input of national Key Experts’ is:_ NA ____ person-months</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month)is</p>

	<p>calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]</p>
<p>14.1.4 and 27.2</p> <p>use for Fixed Budget method</p>	<p>The total available budget for this Fixed-Budget assignment is: <u>NA</u> (inclusive of taxes). Proposals exceeding the total available budget will be rejected.</p> <p>[Notes to Client: If inclusive, indicate tax estimates separately.]</p>
16.1	<p>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.]</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable <p>[insert other relevant type of expenses, if/as applicable]</p> <p>Only for Time-Based Contracts:</p> <p>Provisional sums [insert amount, provide breakdown]</p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>Yes _____ or No <u>No</u> _____</p> <p>[Applies to all Time-Based contracts with a duration exceeding 12 months.</p>

	[If “Yes”, follow SCC 42.3]
16.3	<p>[Insert the following:</p> <p>“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np.”</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants [shall not”] have the option of submitting their Proposals electronically.</p> <p>[If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]</p>
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original</p> <p>(b) Financial Proposal: one (1) original.</p>
17.8	<p>The Proposals must be received at the address below no later than:</p> <p>Date: 2080/10/02 Time: 4:00 PM local time</p> <p>The Proposal submission address is: Gangajamuna Rural Municipality , Phulkharka, Dhading, Bagamati Province, Nepal</p> <p>[Note to Client: Proposal submission on or before the deadline shall be recorded by the Client when the Client receives the Proposal and its copies as indicated in DS17.9.]</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes ____or</p> <p>No__No_____</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> <p>[State what additional information will be read out and recorded in the opening minutes]</p>
21.1	<p>The number of points to be given under each of the evaluation criteria are:</p> <p style="text-align: center;"><u>Points</u></p> <p>(i) Experience of the consultants related to the assignment[15 marks]</p> <ul style="list-style-type: none"> • General Experience : 5 marks <ul style="list-style-type: none"> ➤ At least 1 year: 2 marks ➤ At least 2 year: 3 marks ➤ Three or more than three years: 5 marks • Specific Experience : 10 marks <ul style="list-style-type: none"> ➤ At least 1 relevant project: 3 ➤ At least 2 relevant projects: 6 ➤ Three or more than Three relevant projects: 10 <p>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [25 marks]</p> <ul style="list-style-type: none"> ➤ Understanding of ToR :5 ➤ Work Plan/Task Schedule: 5 ➤ Methodology: 10 ➤ Manning Schedule: 3 marks ➤ Innovativeness: 2 marks <p>(iii) Qualifications and competence of the key staff for the</p>

Assignment [50 marks]				
S.N	Personnel	Minimum academic qualification	Minimum years of general experience	Specific Experience Marks (50)
1	Team Leader	Masters in Information Technology or equivalent		<ul style="list-style-type: none"> • [5 marks] 7 years or more:5 marks • 5 years or more:3 marks • 3 years or more:2 marks • Involved in 3 or more assignments : 10 marks • Involved in 2 or more assignments: 6 marks • Involved in at least one assignments: 4 marks <p>20 Marks</p>
2	Database Expert	Bachelors in Information Technology or equivalent		<ul style="list-style-type: none"> • : [2 marks] 5 years or more:2 marks • 3 years or more:1 marks • At least 2 years:0.5 marks • Involved in 3 or more projects: 6 marks • Involved in 2 projects: 4 marks • Involved in 1 projects: 2 marks • Else :0 marks <p>10 Marks</p>
3	System Architect	Bachelor's Degree Information Technology/computer engineering or equivalent:	[1 marks]	<ul style="list-style-type: none"> • 3 years or more:1 marks • 2 years :0.5 marks • Else : 0 marks • Involved in 3 or more projects: 3 marks • Involved in 2 projects: 2 marks

	<ul style="list-style-type: none"> Involved in 1 projects: 1 marks <p>5 Mark</p> <ul style="list-style-type: none"> 4 <i>Mobile Application Developer Bachelor's Degree Information Technology/Computer engineering or equivalent: [1 marks]</i> 3 years or more:1 marks 2 years :0.5 marks Else : 0 marks Involved in 3 or more projects: 3 marks Involved in 2 projects: 2 marks Involved in 1 projects: 1 marks <p>5 Mark</p> <ul style="list-style-type: none"> 5 <i>Webpage Developer/Programmer Bachelor's Degree Information Technology Computer engineering or equivalent:[1 marks]</i> 3 years or more:1 marks 2 years :0.5 marks Else : 0 marks Involved in 3 or more projects: 3 marks Involved in 2 projects: 2 marks Involved in 1 projects: 1 marks <p>5 Mark</p> <ul style="list-style-type: none"> 6 <i>Quality Assurance person Bachelor's Degree Information Technology or equivalent: 1 marks</i> 3 years or more:1 marks 2 years :0.5 marks Else : 0 marks Involved in 3 or more projects: 3 marks Involved in 2 projects: 2 marks Involved in 1 projects: 1 marks <p>5 Mark</p>
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	<p>(iv) Suitability of the transfer of knowledge program or training) <u>10 marks</u></p> <ul style="list-style-type: none"> • Commitment to organize orientation program at Gangajamuna Rural Municipality and streamlining the Rural Municipality staffs in the process of REPORT PREPARATION : 10 • Presentation of report at Public entity: 5 • Otherwise: 0 <p style="text-align: right;">Total Points: 100 marks</p> <p>The minimum technical score (St) required to pass is ...60..... Points</p>
23.1	<p>An online option of the opening of the Financial Proposals is offered: Yes ____or No____No____.</p> <p>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]</p>
23.1 and 23.2	The Client will read aloud only overall technical scores and disclose the result.

<p>27.1 [a. QCBS only]</p>	<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>$Sf = 100 \times Fm / F$, 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 = 0.8, and P = 0.2</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: $S = St \times T\% + Sf \times P\%$.</p>
	<p style="text-align: center;">D. Negotiations and Award</p>
<p>28.1</p>	<p>Expected date and address for contract negotiations:</p> <p>Date: _____</p> <p>Address: Gangajamuna Rural Municipality, Phulkharka, Dhading, Bagamati Province Nepal</p>
<p>30.4</p>	<p>Expected date for the commencement of the Services:</p> <p>Date: <u>As per Contract</u> at: _____ Gangajamuna Rural Municipality</p>
<p>33.2</p>	<p>A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np</p>

Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. Technical Proposal Submission Form (Sample)

Date:-

To,
[Office Address]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services in accordance with your Request for Proposal [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 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.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. 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.

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 NRs
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff, 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: _____

Notes:

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client:

1.

2.

3.

4.

5.

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

If the staff is permanently employed:

Name of the employing firm:

Date of employment:

Note: Please attach evidence of employment (e.g. Appointment letter, Payment/Salary record, Partnership Agreement, etc.). A person without such evidence shall not be considered as permanently employed

Engineering Council Membership No. (if applicable):

Contact address / telephone / email :

Key Qualifications:

[Give an outline of staff member's experience and training 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.]

Employment Record:

[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 assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each 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. I will be available for the proposed job if it is awarded to the firm submitting my bio-data.

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

Full name of staff member: _____

Full name of authorized representative: _____

3G. Time Schedule for Professional Personnel

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activi	1	2	3	4	5	6	7	8	9	10	11	12	No.. of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____

Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. Activity (Work) Schedule

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2 nd	3rd	4th	5th	6th	7th	8th	9th	10th	11 th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section 4 - Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of price per activity.

4D. Breakdown of remuneration per activity.

4E. Reimbursable per activity.

4F. Miscellaneous expenses.

4A. Financial Proposal Submission

[Location, Date]

To,
[Office Address]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **[Project Title]** 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(s) in words and figures].

This amount is inclusive of total taxes except Value Added Tax (VAT), which we have estimated at

..... [Amount(s) in words and figures].

Our Financial Proposal shall binding upon us and 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:

Address:

4B. Summary of Cost

SEE ATTACHED BILL OF QUANTITIES(PLEASE SELECT AND FILL ONLY THE APPROPRIATE BILL OF QUANTITIES FROM THE PROVIDED LIST IN WHICH YOU ARE SHORTLISTED FOR SUBMISSION OF RFP)

4C. Breakdown of price per activity.

N/A

4D. Breakdown of remuneration per activity.

N/A

4E. Reimbursable per activity.

N/A

4F. Miscellaneous expenses.

N/A

Section 5. Eligible Countries

[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

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

For the purpose of National shortlisting: **“Nepal”**; or

For the purpose of International Shortlisting: **“all Countries”**

For DP funded: **attach list as per their list of eligible countries**

Section 6. 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.

Section 7 : Terms Of Reference

Project: Conduction of Digital Household Survey and its Management

Background:

The system is expected to have collected the household data via smart mobile apps mentioned below in this document. Proposals to facilitate local Government's communication of data and services to the Public and proposals with smart value added features will be first considered.

Project Overview:

The System introduced above is a conduction of household survey first. The data should have practical interrelation in between the Systems for the efficient Delivery of Management Reporting, e-Governance systems and Municipal Profile Data.

Bidders are encouraged to generate innovative and feasible project ideas. Bidders have the flexibility to add value added features and functional interconnectivity of modules along with project scope later discussed in this document.

Competitive bidding proposals are required to be sealed in closed envelope and submitted hard copy to the Supervisor of the Project mentioned in Annex B.

Scope of Work

The following Systems are broadly studied and identified by Gangajamuna Rural Municipality as essential basic modules of the Project:

I.1. Conduction of Digital Household Survey

The purpose is to first conduct Survey of all household data of Municipality according to the Ministry of federal government. The Consultant/Firm first will discuss with the assigned team of municipality to work the questionnaires for digital household survey.

- Digital Survey of all Wards as per the latest Guidelines from Ministry of Federal Affairs and General Administration, the Government of Nepal. Such Survey will include data collection through Mobile/Tablet Devices for enough GIS/GPS Data, Multimedia Information and effective Programmed Surveys. Datasets will include all information (Primary/Secondary) of Public Landmarks, Businesses, Public Assets and Household/Demographics as mentioned in the guidelines document.

I.2.Data Export Ready

Export of Data on the basis of Demographics, Topography, Socio-Economic Development and other Development Factors.

We encourage proposals with attractive features regarding data privacy, security, usage and Dissemination of LG Profile Survey Information.

Annex B

Deliverables, Communication and Coordination

Deliverables

The firm/consultant is expected to deliver following:

- a. Conduction of Household Survey digitally of the Municipality,
- b. Trainings, Manuals and Support System.

Eligibility, Security, Implementation, Support and Future up-gradation Possibilities

- a. Bidder Firm/Consultant should have prior experience of Digital Surveys, Volunteer Mobilization, Data Analysis and Digital Profile Development and successful Implementation to at least 5 Local Governments of Nepal.
- b. Best available measures should be applied for Data Security, Privacy and Backups. Security and Data handling/communication Protocols within and outside of the development firm should be clearly declared.
- c. The firm/consultant will be responsible to support maintain the developed applications including Municipal Profile for the term of 5 years.
- d. The system should be developed in such a way that it facilitates integration of other future features developed by the same or third party into it to work as an integrated smart system by means of encrypted and access managed Application Programmers' Interface (API).

Annual Maintenance and Support Information should be well explained in the Technical and Financial proposals.

Project Focal Person

The Chief Administration Officer at the Municipality will be the Bidder's Focal Person for the Project Coordination. The CAO will have the rights to re-assign bidding procedure to other staffs in the Municipality.

Annex C

Application Deadline, How to Apply?

Application Deadline and Proposal Submission.

The consultant/firm are required to submit their proposals along with the list of their past/present portfolio and legal documents not later than 15 days of publishing of first public notice on the municipality website.

Competitive bidding proposals are required to be sealed in two separate sealed envelopes-Technical Proposal and Financial Proposal and are required to be submitted hard copy to the Focal Person of the Project mentioned above.

How to Apply?

Interested applicants are requested to submit the following documents in two separate sealed hard copy documents.

Technical Proposal

- Technical Proposal and Declaration of Authenticity of information supplied.

- Legal Documents Copy: Individual/Company Registration, Tax Registration, Last Fiscal Year Tax Clearance, Postal Stamped Letterhead Application.
- Team Portfolio, Team Expertise.
- Estimation of Resources, Specifications of Software/Server Systems and Languages used in Development.
- Security, Storage and Backup Plans/Systems/Specifications.
- Proposed Diagrams or Graphical Illustration will be added advantage.

Financial Proposal

- Financial Proposal with a detailed breakdown of Project Features/Tasks along with Specifications.

Annex D

Reporting and Payment Schedules

Reporting and Payment Schedule Terms for the project as per the Annex A, B and C will be as follows:

1. The Bidder, upon project acquisition, shall provide periodic 15 Days reports of the Project Status.
2. The bidder shall provide project status reporting, an application and declaration of truth fullness in order to receive payment installments. The bidder shall notify in written to the Project Focal Person regarding circumstances of unavoidable project delay, information delay etc.
3. Upon project completion, the bidder shall provide a complete software manual, technical Specifications and trainings/orientation to the Municipality and respective Staffs
4. Payments will be done as per the standard payment practices in the Municipality on Project Progress Status basis.

The bidder is required to submit the list of it's Staffs/Consultants and other Facilitators (if any) those will be involved in the development of the proposed system as per Annex A, as per their access level.

Such Staffs shall be provided with Temporary Passes or Letters for information Access into Server Systems, Office Premises and the Municipal/Ward Staffs.

6. Time Frame

The time frame for the consultancy services will be 3.0 months from the signing of the contract.

7. Mode of Payment

If not indicated otherwise in the contract documents, the mode of payment for the assigned task will be as per the following schedule:

- a) 30% of total amount after initiation of digital survey.
- b) 70% of total Amount after acceptance of Final Report/Presentation and approved deliverables as per ToR.

Contact Address:

Gangajamuna Rural Municipality

Phulkharka, Dhading, Bagamati Province, Nepal

Telephone No :

Email : info@gangajamunamun.gov.np

Section 8. Standard Form of Contract

A. Form of contract

THIS AGREEMENT, made on the *(Date)*.....between
.....(herein after called as "Client") of the one part and the Consulting Firm or
JV
..... (herein
after called as "the Firm" or "the Consultants") the other part.

WHEREAS, the Department is desirous that certain Professional Engineering
Services should be performed viz.

..... the
following work and has accepted a proposal by the firm for the performance of
such services for the total amount of NRs....., excluding
VAT.

In words NRs.

Contract No.	Name of the Work

The whole services comprised in the Agreement shall be completed and Draft
Report submitted before *(Date)*.....and shall perform the
services in conformity in all respects with the provisions of the Agreement.

Now this Agreement witness as follows

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Engagement hereinafter, referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The said proposal
- (b) Terms of Reference
- (d) Bill of Quantities
- (e) Memorandum of Agreement
- (f) Special provisions (if any)
- (g) Appendices (if any)
- (h) Checklists (if any)
- (i) Addenda (if any) to the documents (a) through (h)
- (j) Instructions to consultant (if any)

3. The Firm shall commence the Services from the date of signing of the Agreement and the services shall be completed on or before
(*Date*).....

4. In consideration of the payments to be made by the Department to the Firm as hereinafter mentioned, the Firm hereby covenants with the Department to perform the services in conformity in all respects with the provisions of the Agreement.

5. The Department hereby consents to pay the Firm in consideration of the performance of the services and amount at the manner prescribed by the Agreement.

IN WITNESS: whereas the parties here have made and executed this Agreement as of the day, month and year first above written.

On behalf of the Client

On behalf of the Firm

Witness

Witness

1 -----

1 -----

2 -----

2 -----