

Standard Request for Proposals

Selection of Consultants

Time based

For

Preparation of Detailed Project Report for Construction
Of
Primary Hospital (15-Bed)

Baiteshwor Rural Municipality Padudanda, Dolakha 2077, Poush

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SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

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

Section 2: Instructions to Consultants, Data Sheet

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

Section 3: Technical Proposal - Standard Forms

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

Section 4: Financial Proposal – Standard Forms

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

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: GoN/DP Policy - Fraud and Corruption

This Section provides shortlisted consultants with the reference to the Bank's policy in regard to corrupt and fraudulent practices applicable to the selection process.

Section 7: Terms of Reference (TORs)

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

PART II - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes standard contract forms for large or complex assignments: a Time-Based Contract includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement the General Conditions.

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SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

Selection of Consulting Services for:

Preparation of Detailed Project Report for Construction

Of

Primary Hospital (15-Bed)

Project: Preparation of Detailed Project Report for Construction
Of
Primary Hospital (15-Bed)

Office Name Baiteshwor Rural Municipality

Office Address: Padudanda, Dolakha

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Financing Agency: Baiteshwor Rural Municiplality

Issued on: Poush, 2077

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वैतेश्वर गाउँपालिका

लिकाको कार्यालय





प्राविधिक तथा आर्थिक प्रस्ताव आव्हानको सूचना

प्रथम पटक प्रकाशित मिति २०७७।०९।०१ गते

चालु आ.व २०७७७८ मा यस गाउँपालिकाको स्वीकृत कार्यक्रम अन्तर्गत Preparation of Detailed Project Report (DPR) of Baiteshwor Hospital Building Baiteshwor-05, Dolakha को लागि प्रस्तावदाता छनौट गर्नुपर्ने भएकोले तपसिलका शर्तहरु अनुसार कार्य गर्न कानून बमोजिम योग्य प्रस्तावदाताहरुबाट शिलबन्दी प्राविधिक तथा आर्थिक प्रस्ताव पेश गर्नुहुन सम्बन्धित सबैको जानकारीको लागी यो सूचना प्रकाशन गरिएको छ ।

२) खरिद गरिएका प्राविधिक तथा आर्थिक प्रस्ताव RFP Document फारामहरु मिति २०७७०९।१६ गते दिनको १२ बजे भित्र यस कार्यालयमा बुफाउनु पर्नेछ । प्राप्त प्राविधिक तथा आर्थिक प्रस्तावहरु सोहि दिन दिनको २ बजे गाउँपालिकाको कार्यालयमा खोलिनेछ ।

३) प्रस्ताव फारामहरु खरिद गर्ने, दाखिला गर्ने, खोल्ने दिन सार्वजानिक विदा परेमा क्रमशः सोको भोलिपल्ट सोहि समयमा खरिद, दर्ता वा खोल्ने कार्य गरिनेछ ।

४) प्रस्ताव स्वीकृत वा अस्वीकृत गर्ने अधिकार यस कार्यालयमा निहित रहनेछ।

५) प्रस्ताव पेश गर्दा कुनै किसिमको शर्त मान्य हुने छैन । साथै रित नपुगी आएको प्रस्तावउपर कुनै कारबाही हुने छैन ।

६) क्नै विवाद भएमा यस कार्यालयको निर्णय अन्तिम हुनेछ ।

थ यस सूचनामा संलग्न शर्तहरु पुरा नभएका प्रस्तावहरु मूल्यांकनमा समावेश गरिने छैन ।

 पस कार्यालयमा पेश हुन आएका प्रस्तावदाता वा निजको प्रतिनिधिको रोहबरमा खोलिनेछ तर निजको अनुपस्थितिमा पनि प्रस्तावपत्र खोल्न सिकनेछ।

९) कुनै कारणवश बजेट निकांसा हुन नसकेमा वा रकम नपुग हुन गएमा कामको परिणाम घटाई वा क्रमशः आगामी वर्षमा बजेट प्रप्त भएपछि भक्तानी दिईनेछ।

90) अन्य कुराहरु यस कार्यालयको सूचना पार्टीमा तथा वेवसाइट www.baiteshwormun.gov.np मा उल्लेख गरिएको सूचना तथा अन्य प्रचलित ऐन,कानुन बमोजिम हुनेछन्।

> ति प्रमुख प्रशासकीय अधिकृत ाख प्रशासकीय इधिकत

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Section 1. Letter of Invitation

[if applicable, insert: RFP No.....; Loan/Grant/Financing No.] [insert: Location and Date]

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr./Ms.:

- 1. Government of Nepal (GoN) has allocated fund or [has received/has applied for/intends to apply for] a [loan/credit/grant] from [insert: Name of the Development Partner Development Partner] toward the cost of [insert: Name of Project] and intends to apply a portion of this [fund/loan/credit/Grant] to eligible payments under this Contract for which this Request for Proposals is issued [For donor funded project: Payments by the Development Partner will be made only at the request of the [GoN] and upon approval by the Development Partner, and will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement. The [loan/financing/grant] agreement prohibits a withdrawal from the [loan/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the anv rights from shall derive [Borrower/Client/Recipient/Beneficiary] [loan/financing/grant] agreement or have any claims to the proceeds of the [loan/financing/grant]].
- 2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): [insert: name of consulting services assignment]. More details on the Services are provided in the Terms of Reference (Section 7).
- 3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants: [Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. To ensure eligibility, specify country of incorporation for each of the Shortlisted Consultants, JV partners and Subconsultants]
- 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 [insert: Selection Method] and procedures described in this RFP.





- 6. The RFP includes the following documents:
 - Section 1 Letter of Invitation
 - Section 2 Instructions to Consultants and Data Sheet
 - Section 3 Technical Proposal Standard Forms
 - Section 4 Financial Proposal Standard Forms
 - Section 5 Eligible Countries
 - Section 6 GoN/DP's Policy Corrupt and Fraudulent Practices
 - Section 7 Terms of Reference
 - Section 8 Standard Forms of Contract
- 7. Please inform us by [insert date],in writing at [insert address],by facsimile [insert facsimile number], or by E-mail [insert e-mail address]:
 - (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

1. Definitions

- (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 [procuring entity/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.
- (I). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (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

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	taken into account in the technical evaluation of the Consultant's
	proposal.
	(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
	(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
	(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
	(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
	(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.
	(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.
	(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.
	(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
	(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	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 .
	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.
	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.
	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 .
3. Conflict of Interest	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.



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	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. 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:		
a. Conflicting activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: 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.		
b. Conflicting assignments	(ii) Conflict among consulting assignments: 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.		
c. Conflicting relationships	(iii) Relationship with the Client's staff: 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.		
4. 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.		
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 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.		



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	5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.	on
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, includi Joint Ventures and their individual members) from the eligible countries stated in Section 5 to offer consulting services for GoN/DP-finance projects.	as
	6.2 Furthermore, it is the Consultant's responsibility to ensure that Experts, joint venture members, Sub-consultants, agents (declared or no sub-contractors, service providers, suppliers and/or their employees me the eligibility requirements as established by the GoN/DP.Maximum number of partners in JV shall be as specified in the Data sheet.	ot), eet
u	6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:	
a. Sanctions	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance we the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-finance contract, or to benefit from a GoN/DP-financed contract, financially otherwise, during such period of time as the GoN/DP shall determine. It list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .	ced or Γhe ess
	6.3.2 In case of a natural person or firm/institution/company which already declared blacklisted and ineligible by the GoN, any other new existing firm/institution/company owned partially or fully by such Natuperson or Owner or Board of director of blacklis firm/institution/company; shall not be eligible consultant.	or Iral
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 commer relations with that country; or	
	(b) by an act of compliance with a decision of the United Nations Secu Council taken under Chapter VII of the Charter of the United Nations, Borrower's Country prohibits any import of goods from that country or payments to any country, person, or entity in that country.	tne
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired un consulting contracts, either as individuals or as members of a team consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).	ot a
B. Preparation of Proposals		
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine RFP in detail. Material deficiencies in providing the information requeste the RFP may result in rejection of the Proposal.	ed in
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation submission of its Proposal, and the Client shall not be responsible or lifer those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves right to annul the selection process at any time prior to Contract aways.	able ctions the



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

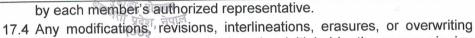


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	12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.			
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet .			
13. Clarification and Amendment of RFP	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:			
	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.			
	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.			
	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.			
14.Preparation of Proposals – Specific	14.1 While preparing the Proposal, the Consultant must give particular attention to the following:			
Considerations	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 subconsultancy, the shortlisted Consultant shall be a lead member.			
	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.			
	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			



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	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 .		
	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.		
15.Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.		
	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.		
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.		
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		
17.Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet , the Consultant has the option of submitting its Proposals electronically.		
	17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.		
*	17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed		





shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do NOT OPEN UNTIL INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."
- 17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open WITH THE TECHNICAL PROPOSAL."
- 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment. Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheetl".
- 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.
- 17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the



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	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. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
19. Opening of Technical Proposals	 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC. 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.
20.Proposals Evaluation	 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21.Evaluation of Technical Proposals	 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. 21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment. 21.3 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.



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	proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.		
22.Financial Proposals for QBS	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.		
	22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.		
	22.3 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.		
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the DP has issued its no objection (if applicable), 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. 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.		
	These Financial Proposals shall be then opened, and the following information will be recorded: (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		

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	and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entit 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 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 proposes shall be excluded from the evaluation, if public entity received instruction from Government of Nepal.			
24.Correction of Errors	24.1 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.			
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.			
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.			
25.Taxes	 25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet. 			
26.Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .			
27.Combined Quality and Cost Evaluation				



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a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.			
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.			
	27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.			
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.			
	D. Negotiations and Award			
28. Negotiations	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.			
	28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.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.			
a. Availability of Key Experts	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. 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.			
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	28.6 In the case of a Time-Based contract, where cost is a factor in the			



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negotiations	evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses. 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 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.			
29. Conclusion of Negotiations	 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. 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. 			
30. Award of Contract	 30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal. 30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. 30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract. 30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. 30.5 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 proposalshall be excluded from the evaluation, if public entity receives instruction from Government of Nepal. 			
31. Request for Information/ Complaints	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			

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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 Bata Sheet with the validity period of at least ninety days from the date of filing of application.

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.

- 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.
- 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.
- 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.
- 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.

32. Conduct of Consultants

- 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.
- 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:
 - 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.

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	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.	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
33. Blacklisting	33.1	Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:
		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,
	4	 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.
		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.
	1	The list of debarred firms is available at the electronic address specified in the Data Sheet .





E. Data Sheet

	A. General
ITC Clause Reference	
1(i)	Development Partner (DP) is: Baiteshwor Rural Municipality
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: Baiteshwor Rural Municipality
2.2	Financial Proposal to be submitted together with Technical Proposal The name of the assignment is: Preparation of Detailed Project Report for Construction Of Primary Hospital (15-Bed)
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
6.2	Maximum number of partners in JV shall be: 3 (three).
6.3.1	A list of debarred firms and individuals is available at the following website www.baiteshwormun.gov.np
	B. Preparation of Proposals
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal



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	(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 AND
	2 nd 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.
12.1	Proposals must remain valid for 90days calendar days after the proposal submission deadline
13.1	Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is: Baiteshwor Rural Municipality Facsimile: E-mail: www.baiteshwormun.gov.np
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No (b) other shortlisted Consultants: No
14.1.2	Estimated total cost of the assignment for 3months
14.1.3 for time- based contracts only	Minimum time-input of international Key Experts' is: personmonths. Minimum time-input of national Key Experts' is: person-months
14.1.4 and 27.2 use for Fixed Budget	The total available budget for this Fixed-Budget assignment is: 1614560.39 (inclusive of taxes).



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16.1	 [A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added.] (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 [insert other relevant type of expenses, if/as applicable] Only for Time-Based Contracts: Provisional sums [insert amount, provide breakdown]							
16.2	A price adjustment provision applies to remuneration rates: N/A							
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 shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. 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	The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.							
17.8	The Proposals must be received at the address below no later than: Date: 2077/9/15 Time: at office time							



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	The Proposal submission address is: Baiteshwor Rural Municipality, Dolakha Date: 2077/9/16 Time: before 12 noon										
19.1	An online option of the opening of the Technical Proposals is offered:N/A										
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals										
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: as in TOR										
23.1	An online option of the opening of the Financial Proposals is offered: N/A										
23.1 and 23.2	The Client will read aloud only overall technical scores.										
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is Nepali Rupess										
27.1 [a. QCBS only]	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: 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. The weights given to the Technical (T) and Financial (P) Proposals are: T =80%, and P = 20% 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%.										
	D. Negotiations and Award										
28.1	Expected date and address for contract negotiations: Date: 2077-9-25 Address:										
30.4	Expected date for the commencement of the Services: Date:2077-10-01										
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np										





Section 3. Technical Proposal – Standard Forms

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

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

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- (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}

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FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Subconsultants 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 <u>similar</u> assignments successfully completed in the last 7 (Seven) years.
- 2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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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 Col	nsultants, 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:								
		ę.						
Narrative Description of	Project :(Actual as	ssignment, nature of activities performed and location)						
Description of Actual Se	rvices Provided by	Your Staff:						

Consultant's Name:	

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COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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





FORM TECH-4

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}
- a) <u>Technical Approach and Methodology.</u>{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. <u>Please do not repeat/copy</u> 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) <u>Organization and Staffing.</u>{Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}

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FORM TECH-5

WORK **S**CHEDULE AND PLANNING FOR DELIVERABLES

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

- 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.

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