

Kohalpur Municipality Office

Kohalpur-11, Banke

Invitation Document

For

Technical and Financial Proposal

Of

***The Consulting Services for Surveying and Preparation
of Detail Project Report of Buspark***

At

Kohalpur, Banke

Contract No:- 01/074/075

March 2018

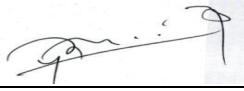


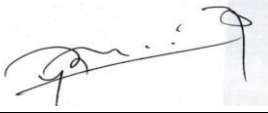
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Introduction and Instructions

1. This Standard Request for Proposals (SRFP) has been prepared by Public Procurement Monitoring Office for use by Government of Nepal (GoN) and its implementing agencies in the selection of Consultants for value of services between Rupees 0.15 Million to Rupees 30 million. The SRFP can be used with the different selection methods under quality- and cost-based selection (QCBS). The SRFP is prepared to use in Selection of National Consultant.
2. Before preparing an RFP, the user must be familiar with the procedures for appointment of Consultants described in Public Procurement Act and Regulations.
3. The SRFP may be used with two standard forms of contract:
 - Time-Based Assignment
 - Lump-Sum Assignment
4. A RFP normally includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The standard Information to Consultants and the standard General Conditions in the Form of Contract should not be modified. Any special conditions relating to the assignment should be described in the Data Sheet or Special Conditions of Contract.
5. Invitation of Expression of interest (EOI) is necessary for preparing short list of consultants for Value of services more than Rs.1.00 Million. The RFP should be issued to only short listed consultants,
6. If any provision of this document is inconsistent with Public Procurement Act (PPA). 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.



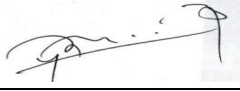
Request For Proposal

RFP No. :- 01/074/75

Country:- Nepal

**Title of Consulting Services :- *Surveying and Preparation of DPR
of Buspark of Kohalpur Municipality
Office of Kohalpur Municipality
Kohalpur-11, Banke***

March 2018

**Section 1. Letter of Invitation**

कोहलपुर नगरपालिका कार्यालय
कोहलपुर - ११, बाके
शिलबन्दी प्राविधिक तथा आर्थिक प्रस्ताव आव्हानको सूचना
प्रथम पटक प्रकाशित मिति २०७४/१२/३०

यस कोहलपुर नगरपालिका कार्यालयको चालु आ.व.०७४/०७५ को स्वीकृत कार्यक्रम अनुसार देहायको कार्य परामर्शदाताबाट गराउनु पर्ने भएकाले उक्त कार्य गर्न इच्छुक परामर्शदाताबाट रितपूर्वकको छुट्टाछुट्टै शिलबन्दी प्राविधिक तथा आर्थिक प्रस्ताव पेश गर्नुहुन यो सूचना प्रकाशित गरिएको छ ।

१. यो सूचना प्रकाशित भएको मितिले २०७५/११/१४ गते भित्र अध्यावधिक नविकरण गरेको फर्म दर्ताको इजाजत पत्र, मू.अ.क.मा दर्ता भएको प्रमाण पत्र र आ.व. २०७३/०७४ को कर चुक्ता प्रमाण पत्रको प्रतिलिपि पेश गरि यस कार्यालयको योजना शाखाबाट फिर्ता नहुने गरि रु.१०००/- मात्र बुझाई आव्हान पत्र प्राप्त गर्न सकिनेछ ।

२. यस कार्यालयबाट प्राप्त प्रस्ताव आव्हान पत्र प्रथम पटक प्रकाशित मितिले २०७५/११/१५ गते दिनको १२ बजे सम्म प्राविधिक तथा आर्थिक प्रस्ताव बेग्लाबेग्लै खाममा शिलबन्दी गरी पुनः दुवै प्रस्तावहरु एउटै खाममा शिलबन्दी गरी परामर्शदाताको नाम, ठेक्का नं., कामको विवरण र ठेगाना स्पष्ट उल्लेख गरी फर्मको छाँप लगाई शिलबन्दी लाहा छाँप गरी यस कार्यालयमा दर्ता गराउन सकिने छ । यसरी दर्ता हुन आएका प्राविधिक प्रस्तावहरु सोही दिनको २.०० बजे प्रस्तावकहरुको प्रतिनिधि तथा यस कार्यालयका प्रतिनिधिहरुको रोहवरमा खोलीनेछ । प्रस्तावकको प्रतिनिधि उपस्थित नभए पनि प्रस्ताव खोल्न बाधा पर्ने छैन ।

३. प्राविधिक प्रस्तावहरुको मूल्यांकनको आधारमा छनौट भएका परामर्शदाताहरुको आर्थिक प्रस्तावहरु मात्र प्रस्तावदाता र कार्यालयका प्रतिनिधिहरुको रोहवरमा खोलीनेछ । प्रस्तावकको प्रतिनिधि उपस्थित नभए पनि प्रस्ताव खोल्न बाधा पर्ने छैन

४. प्राविधिक प्रस्तावमा अध्ययन टोलीमा संलग्न हुन सबै जनशक्ति सहितको व्यक्तिगत विवरण र परामर्शदाताबाट दस्तखत गरि प्रमाणित भई समावेश गर्नु पर्नेछ ।

५. आर्थिक प्रस्तावहरुमा दररेट अंक र अक्षरमा स्पष्ट लेखी जम्मा रकम उल्लेख गर्नु पर्ने छ । अंक र अक्षरमा फरक भएमा अक्षरमा लेखेको दररेटलाई मान्यता दिइनेछ ।

६. रीत नपुगी वा म्याद नाघि आएको र शर्त सहितको प्रस्तावलाई मान्यता दिइने छैन ।

७. यो सूचनामा उल्लेख नभएको कुराको हकमा RFP Document, सार्वजनिक खरिद ऐन २०६३ तथा नियमावली २०६४ स्थानीय निकाय आर्थिक प्रशासन नियमावली २०६४ र अन्य प्रचलित ऐन कानुन अनुसार हुनेछ ।

८. थप जानकारीको लागि नगरपालिकाको योजना शाखामा सम्पर्क गर्नुहोला ।

| सि.न. | ठेक्का नं. | कामको विवरण | लगत इष्टिमेट(without VAT) | कोहलपुर नगरपालिका कागजात |
|-------|------------|---|---------------------------|--------------------------|
| १ | १/०७४/०७५ | Surveying and Preparation of DPR of Buspark at Kohalpur Municipality. | 1,370,750 | RFP Document |

प्रमुख प्रशासकीय अधिकृत



Section 2. Information to Consultants¹

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
 - b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

¹ This Information to Consultants section shall not be modified. Any necessary changes, acceptable to client (GoN) or the Donor, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions



Section 2. Information to Consultants

- 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN(or Donor Agency)financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:
- 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 of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
 - b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
 - d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited



consultants who intend to submit proposals.

- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

Technical Proposal

- 3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.

- 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.
- ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.



- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication(Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 The Financial Proposal should include all duties, taxes and other levies , and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of

4.1 The original proposal (TP andFP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections



Proposals

must be initialled by the persons or person who sign(s) the proposals.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS)

- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, the highest ranked consultant is



invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals (CBS Only)

5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.

Public Opening and Evaluation of Financial Proposals (QCBS, FBS, LCBS)

5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.

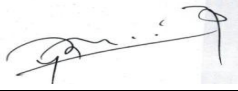
5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.

5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference,

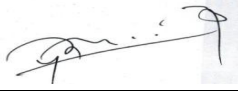


staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. . If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received



the next highest score to negotiate a contract.

7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application

7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.

7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.

9. Conduct of Consultants

9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.

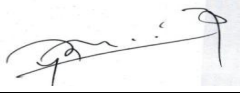
9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- 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 participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. 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.
- g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

10.1 Without prejudice to any other rights of the Employer under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,



- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
 - d) if convicted by a court of law in a criminal offence which disqualifies the consultant 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) other acts mentioned in the Data Sheet or SCC
- 10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.



Information to Consultants

DATA SHEET

Clause Reference

| | |
|------|--|
| 1.1 | The name of the Client is: Office of Kohalpur Municipality, Kohalpur -11 , Banke The method of selection is: Least Cost-Based Selection (LCBS) |
| 1.2 | The name, objectives, and description of the assignment are: Name:- Surveying and Preparation of DPR of Buspark at Kohalpur Municipality Objectives: As mentioned in TOR Description: As mentioned in TOR |
| 1.3 | A pre-proposal conference will be held :- No |
| 1.4 | The Client will provide the following inputs :- As per TOR |
| 1.10 | The clauses on fraud and corruption in the Contract are :- As per prevailing laws of state. |
| 2.1 | Clarifications may be requested 7 days before the submission date The address for requesting clarifications is: <u>Office of Kohalpur Municipality</u> Facsimile: 081-540009 Email: kohalpurmun@gmail.com |
| 3.1 | Proposals should be submitted in the following language(s):- English |
| 3.3 | (i) consultants/entity may associate with other consultants:- Yes (ii) The estimated number of professional staff-months required for the assignment is:- As mentioned in Clause Reference 5.3 and see TOR <u>Available Budget for Fixed Budget Assignment : - N/A</u> (iv) The minimum required experience of proposed professional staff is: As indicated in TOR (vi) Reports that are part of the assignment must be written in the following language(s):- English |
| 3.4 | (vii) Training is a specific component of this assignment :- No (viii) Additional information in the Technical Proposal includes :- As indicated in TOR |



| 3.9 | Proposals must remain valid 60 days after the submission date. | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|---------------|---|-----------|---|-----------|---|-----------|---|-----------|--|-----------|---|-----------|----------------------|-----------|--|-----------|---|-----------|---|-----------|
| 4.3 | Consultants must submit an original and 1 additional copies of each proposal. The original and all copies of the Technical Proposal shall be placed in a wax sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a wax sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and wax sealed clearly marked with "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE." | | | | | | | | | | | | | | | | | | | | | | |
| 4.4 | The proposal submission address :- Office of Kohalpur Municipality, Banke. Information on the outer envelope should also include :- Surveying and Preparation of DPR of Buspark at Kohalpur Municipality. Contract ID :- RFP/01/074/75 | | | | | | | | | | | | | | | | | | | | | | |
| 4.5 | Proposals must be submitted no later than 15 days from the 1st date of publication of this RFP and before 12:00 pm of the same day. | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | The address to send information to the Client is :- Office of Kohalpur Municipality, | | | | | | | | | | | | | | | | | | | | | | |
| 5.3 | <p>The number of points to be given under each of the evaluation criteria are: Consulting Firms should have minimum 3 (three) years of experience on similar works.</p> <table><thead><tr><th></th><th style="text-align: right;"><u>Points</u></th></tr></thead><tbody><tr><td>(1) Relevant experience of the consultants related to the assignment</td><td style="text-align: right;">10</td></tr><tr><td>(1.1) Experience in Government/ Semi Government Road (Similar Work, 1 Job = 5 point)</td><td style="text-align: right;">10 Points</td></tr><tr><td>(2) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td><td style="text-align: right;">40</td></tr><tr><td>(2.1) Understanding of Objectives (Background/Introduction =5 points, Objectives=5 points)</td><td style="text-align: right;">10 Points</td></tr><tr><td>(2.2) Approach Methodology illustrating clear steps and activities (Flow Chart=2, Reporting =2, Approach=5, Sample format =1)</td><td style="text-align: right;">10 Points</td></tr><tr><td>(2.3) Working and Manning Schedule (Working Schedule=5,Manning Schedule=5)</td><td style="text-align: right;">10 Points</td></tr><tr><td>(2.4) Innovativeness</td><td style="text-align: right;">10 Points</td></tr><tr><td>(3) Qualifications and competence of the key staff for the Assignment</td><td style="text-align: right;">40</td></tr><tr><td>(3.1) Team Leader /Architect/civil/ Urban Planner -1 Nos (M.Sc Engg..=5 Points & B.E in Engg.. =3 Points) General Experience (For all Qualifications) Experience >10 Years = 3 Points, <5 Years 2 points Relevant Experience (For all Qualifications) 1 Completed job = 1 Point 2 Completed job = 2 Point</td><td style="text-align: right;">10 Points</td></tr><tr><td>(3.2) Structure Engineer -1 Nos (M.Sc Engg..=5 Points & B.E in Engg.. =3 Points)</td><td style="text-align: right;">10 Points</td></tr></tbody></table> | | <u>Points</u> | (1) Relevant experience of the consultants related to the assignment | 10 | (1.1) Experience in Government/ Semi Government Road (Similar Work, 1 Job = 5 point) | 10 Points | (2) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference | 40 | (2.1) Understanding of Objectives (Background/Introduction =5 points, Objectives=5 points) | 10 Points | (2.2) Approach Methodology illustrating clear steps and activities (Flow Chart=2, Reporting =2, Approach=5, Sample format =1) | 10 Points | (2.3) Working and Manning Schedule (Working Schedule=5,Manning Schedule=5) | 10 Points | (2.4) Innovativeness | 10 Points | (3) Qualifications and competence of the key staff for the Assignment | 40 | (3.1) Team Leader /Architect/civil/ Urban Planner -1 Nos (M.Sc Engg..=5 Points & B.E in Engg.. =3 Points) General Experience (For all Qualifications) Experience >10 Years = 3 Points, <5 Years 2 points Relevant Experience (For all Qualifications) 1 Completed job = 1 Point 2 Completed job = 2 Point | 10 Points | (3.2) Structure Engineer -1 Nos (M.Sc Engg..=5 Points & B.E in Engg.. =3 Points) | 10 Points |
| | <u>Points</u> | | | | | | | | | | | | | | | | | | | | | | |
| (1) Relevant experience of the consultants related to the assignment | 10 | | | | | | | | | | | | | | | | | | | | | | |
| (1.1) Experience in Government/ Semi Government Road (Similar Work, 1 Job = 5 point) | 10 Points | | | | | | | | | | | | | | | | | | | | | | |
| (2) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference | 40 | | | | | | | | | | | | | | | | | | | | | | |
| (2.1) Understanding of Objectives (Background/Introduction =5 points, Objectives=5 points) | 10 Points | | | | | | | | | | | | | | | | | | | | | | |
| (2.2) Approach Methodology illustrating clear steps and activities (Flow Chart=2, Reporting =2, Approach=5, Sample format =1) | 10 Points | | | | | | | | | | | | | | | | | | | | | | |
| (2.3) Working and Manning Schedule (Working Schedule=5,Manning Schedule=5) | 10 Points | | | | | | | | | | | | | | | | | | | | | | |
| (2.4) Innovativeness | 10 Points | | | | | | | | | | | | | | | | | | | | | | |
| (3) Qualifications and competence of the key staff for the Assignment | 40 | | | | | | | | | | | | | | | | | | | | | | |
| (3.1) Team Leader /Architect/civil/ Urban Planner -1 Nos (M.Sc Engg..=5 Points & B.E in Engg.. =3 Points) General Experience (For all Qualifications) Experience >10 Years = 3 Points, <5 Years 2 points Relevant Experience (For all Qualifications) 1 Completed job = 1 Point 2 Completed job = 2 Point | 10 Points | | | | | | | | | | | | | | | | | | | | | | |
| (3.2) Structure Engineer -1 Nos (M.Sc Engg..=5 Points & B.E in Engg.. =3 Points) | 10 Points | | | | | | | | | | | | | | | | | | | | | | |



| | |
|------|---|
| | <p>General Experience (For all Qualifications) Experience >5 Years = 3 Points, <5 Years 2 points Relevant Experience (For all Qualifications) 1 Completed job = 1 Point 2 Completed job = 2 Point</p> <p>(3.3) Environmental Engineer - 1 Nos 10 Points (M.Sc Engg.=5 Points & B.E. in Engg.. =3 Points) General Experience (For all Qualifications) Experience >5 Years = 3 Points, <5 Years 2 points Relevant Experience (For all Qualifications) 1 Completed job = 1 Point 2 Completed job = 2 Point</p> <p>(3.4) Transport Economist/Sociologist -1 Nos 10 Points (Master Degree.=5 Points & Bachelor =3 Points) General Experience (For all Qualifications) Experience >5 Years = 3 Points, <5 Years 2 points Relevant Experience (For all Qualifications) 1 Completed job = 1 Point 2 Completed job = 2 Point</p> <p>(3.5) Surveyor -1 Nos 10 Points (Bachelor in Engg..=5 Points & Jr Diploma in Engg.. =3 Points) General Experience (For all Qualifications) Experience >5 Years = 3 Points, <5 Years 2 points Relevant Experience (For all Qualifications) 1 Completed job = 1 Point 2 Completed job = 2 Point</p> <p>(4) Suitability of the transfer of knowledge program (training) 5 The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant</p> <p>(5) Required Equipments 5 (5.1) Total Station 3 Points (5.2) Theodolite / Level Machine 2 Points</p> <p style="text-align: right;">Total Points: 100</p> <p>The minimum technical score required to pass is 60 marks.</p> |
| 5.8 | <u>The Budget Ceiling for the assignment is : N/A(incl. all taxes)</u> |
| 5.10 | Consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation. |
| 6.1 | The address for negotiation is :- Office of Kohalpur Municipality, Kohalpur-11, Banke. |



Section 2. Information to Consultants

| | |
|-----|--|
| 7.6 | The assignment is expected to commence on or before 7 days from the date of signing of the contract at Kohalpur Municipality. |
|-----|--|



**.Kohalpur Municipality Office
Kohalpur**

**Master plan, Surveying and Preparation of DPR of Buspark
Kohalpur-11, Banke.
STANDARD REQUEST FOR PROPOSALS
RFP #01/074/075
INFORMATION TO CONSULTANTS
BREAKDOWN OF AGREED FIXED RATES²**

| Consultants | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------------------|----------|-------------------------|-----------------------------|------------------------|----------|-------------------|---|-------------------------------|
| Name | Position | Basic Rate ³ | Social Charge (__% of 1) | Overhead (__% of 1) | Subtotal | Fee (__% of 4) | Away from Headquarters Allowance (__ % of 1) | Total Agreed Fixed Rate |
| Field Assignment | | | | | | | | |
| | | | | | | | | |
| Home Office | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Signature of Consultant: _____

Date: _____

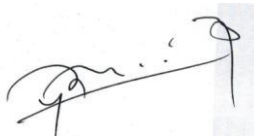
Authorized Representative: _____

Name: _____

Title: _____

² This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

³ Per month, day, or hour as appropriate.



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.



[Location, Date]

3A. TECHNICAL PROPOSAL SUBMISSION FORM

To: [Name and address of Client]

Ladies/Gentlemen:

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

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed 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:

1. Please provide the documentary evidence (e.g. completion certificate) clearly showing the name of the job/service, value of service and completion date. **Any information without such evidence shall not be entertained.**



Section 3. Technical Proposal - Standard Forms

2. Pre-Feasibility study of Road, Engineering Survey and Preparation of DPR of Roads, Feasibility/Alignment Study of Road are considered relevant to the proposed job. Please DO NOT provide information on other projects which are not relevant to the proposed job.



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: _____

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.

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

Full name of staff member: _____

Full name of authorized representative: _____

The Consultant shall have to submit the CV of professionals with signature and authorized representative of the consultant. The Signature must be in Blue Ink. If signature is scan and colour print, or signed in ink other than Blue Ink shall cause rejection of the Proposal



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL- N/A

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

| | <i>[1st, 2nd, etc. are months from the start of assignment.]</i> | | | | | | | | | | | |
|-----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|
| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 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. Reimbursables per activity.
- 4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

4B. SUMMARY OF COSTS

| Costs | Amount(s) |
|------------------------------------|-----------|
| Subtotal | |
| Total without VAT | |
| Value Added Tax | |
| Total Amount of Financial Proposal | |

4C. BREAKDOWN OF PRICE PER ACTIVITY⁴

| | |
|------------------------|--------------------|
| Activity No.: _____ | Description: _____ |
| Price Component | Amount(s) |
| Remuneration | |
| Reimbursable | |
| Miscellaneous Expenses | |
| Subtotal | _____ |

⁴The client may choose to request Forms 4C, 4D, 4E and 4F for the entire assignment, as opposed to each Activity No. as shown. Forms should only be requested for each Activity No. if such detail is essential to the evaluation, bearing in mind it will introduce a substantial level of detail for the client to analyze.

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

| Activity No. _____ | | Name: _____ | | |
|--------------------|----------|-------------|------------------------|--------|
| | | | | |
| Names | Position | Input | Remuneration Rate(Rs.) | Amount |
| Regular staff | | | | |
| Local staff | | | | |
| Consultants | | | | |
| Grand Total | | | | _____ |

4E. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name: _____

| No. | Description | Unit | Quantity | Unit Price In Rs. | Total Amount In Rs. |
|-----|---|------|----------|-------------------|---------------------|
| 1. | Air flights _____ | Trip | | | |
| 2. | Miscellaneous travel expenses | Trip | | | |
| 3. | Subsistence allowance | Day | | | |
| 4. | Local transportation costs ⁵ | | | | |
| 5. | Office rent/accommodation/ clerical assistance | | | | |
| | Grand Total | | | | _____ |
| | | | | | _____ |

⁵ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

4F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

| No. | Description | Unit | Quantity | Unit Rate | Total Amount |
|-----|---|------|----------|-----------|--------------|
| 1 | Communication cost between _____ and _____ (telephone, telegram, telex, email) | | | | |
| 2 | Drafting, reproduction of reports | | | | |
| 3 | Equipment: vehicles, computers, etc. | | | | |
| 4 | Software | | | | |
| | Grand Total | | | | |

