



REQUEST FOR PROPOSALS

Selection of Consulting Services

For

Preparation of Periodic Plan of Maijogmai Rural Municipality

Project: Preparation of Periodic Plan of Maijogmai Rural Municipality

Office Name: Maijogmai Rural Municipality

Office Address: Nayabazar, Ilam, Koshi Province, Nepal

Financing Agency: Maijogmai Rural Municipality

Office of Municipal Executive

Nayabazar, Ilam

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Mawandi Rural Municipality
Office of the Rural Municipality Executive
Ilam District
Koshi Province, Nepal
2073



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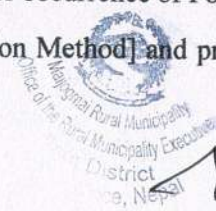
PART I

Section 1. Letter of Invitation

[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 *[Borrower/Client/Recipient/Beneficiary]* shall derive any rights from the *[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 Sub-consultants]*
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,

Maijogmai Rural Municipality

Office of Rural Municipal Executive

Nayabazar, Ilam



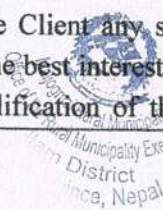
Section 2. Instructions to Consultants and Data Sheet

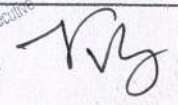
A. General Provisions

1. Definitions	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their</p>
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	<p>Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the</p>


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	<p>termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a.</p> <p>Conflic ting activiti es</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b.</p> <p>Conflic ting assign ments</p>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p>c.</p> <p>Conflic ting relatio nships</p>	<p>(iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<p>4. Unf air Compe titive Advant age</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Cor rupt and Fraudu lent Practic es</p>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<p>6. Eli gibility</p>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p>

Signature
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District
Nepal

	<p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be as specified in the Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Consultant shall furnish information on commissions, gratuities</p>

	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. 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 on the evaluation of the CV of the original Key Expert. 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	13.1 The Consultant may request a clarification of any part of the RFP during

<p>ation and Amendment of RFP</p>	<p>the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technic</p>	<p>15.1 The Technical Proposal shall not include any financial information. A</p>

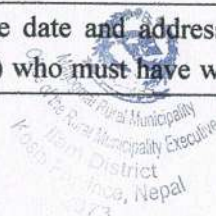
al Proposal Format and Content	<p>Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<p>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.</p>
a. Price Adjustment	<p>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.</p>
b. Taxes	<p>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.</p>
c. Currency of Proposal	<p>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.</p>
d. Currency of Payment	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>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.</p> <p>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.</p> <p>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 by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>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</p>

	<p>copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>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]."</p> <p>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."</p> <p>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 Sheet]".</p> <p>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.</p> <p>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.</p>
18. Confidentiality	<p>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.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>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.</p>
19. Opening	<p>19.1 The Client's evaluation committee shall conduct the opening of the</p>

<p>ng of Technical Proposals</p>	<p>Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>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.</p> <p>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.</p> <p>20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>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.</p> <p>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.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>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</p>

	the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>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.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> (a) Name and address , (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity
24. Correction of Errors	<p>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.</p>
a. Time-Based Contracts	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and</p>

	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	
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


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[Handwritten signature]

ons	<p>to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing</p>

	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. A ward of Contra ct	<p>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.</p> <p>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.</p> <p>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.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
31. R quest for Inform ation/ Compl aints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from "A" class commercial bank equivalent to the amount specified in the Bata Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>

<p>32. Conduct of Consultants</p>	<p>C 32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ol style="list-style-type: none"> give or propose improper inducement directly or indirectly, distortion or misrepresentation of facts engaging or being involved in corrupt or fraudulent practice interference in Participation of other prospective bidders. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
<p>33. Blacklisting</p>	<p>B 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:</p> <ol style="list-style-type: none"> if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, 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, If convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information, If the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: N/A
1(k) (definitions)	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
2.1	<p>Name of the Client: <u>Maijogmai Rural Municipality</u></p> <p>Method of selection: <u>Quality and Cost Basis (QCBS)</u></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The name of the assignment is:</p> <p>Preparation of Periodic Plan of Maijogmai Rural Municipality</p>
2.3	A pre-proposal conference will be held: No
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: NA
6.3.1	<p>A list of debarred firms and individuals is available at the following website</p> <p><u>Not applicable</u></p>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3

	<p>(6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Certificate of incorporation.
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible No [Notes to Client: Default provision is "Yes" that participation of local sub-consultants, international or national independent expert in more than one Proposal is permissible. Participation of experts who are regular employees of one of the lead firms in more than one proposal is not permissible, unless such firm declines to present the proposal]</p>
12.1	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline. [Notes to Client: Duration of validity of the proposals shall be adequate to complete evaluation of the proposals, receive all necessary approval and negotiate the contract.]</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment No</p>
13.1	<p>Clarifications may be requested no later than 5 days prior to the submission deadline. The contact information for requesting clarifications is: <u>Engineer</u> Contact no. : ९८५२६८५५२९</p>
14.1.1	<p>Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No, Or (b) other shortlisted Consultants: No</p>
14.1.2	<p>Estimated input of international Key Experts' time-input: N/A person-months. Estimated input of national Key Experts' time-input: 5 person- months</p>
14.1.3 for time-based contracts only	<p>[If not used, state "Not applicable". If used, insert the following: Minimum time-input of international Key Experts' is: Not applicable person-months. Minimum time-input of national Key Experts' is: 5 person-months For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the</p>

	Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]
	The total available budget for this Fixed-Budget assignment is: NRS15,00,000(Fifteen Lakhs only) Proposals exceeding the total available budget will be rejected.
16.1	[A <u>sample</u> 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 N/A
16.2	A price adjustment provision applies to remuneration rates: No
16.3	"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."
16.4	The Financial Proposal 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: 2081/05/20

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	Time: 12:00 hrs The Proposal submission address is: <u>Maijogmai Rural Municipality, Nayabazar, Ilam</u>
19.1	An online option of the opening of the Technical Proposals is offered: No
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party.
21.1	The number of points to be given under each of the evaluation criteria are: Points (i) Specific experience of the consultants related to the assignment 20 A) Experience in preparation of Periodic Plan of Municipality/ Rural Municipality B) Should have work experience of preparing GIS Mapping Project Completed within the last 7 years (ii) Adequacy of the proposed work plan and methodology 35 (iii) Qualifications and competence of the key staff for the Assignment 35 (iv) <i>Transfer/ Sharing of Knowledge</i> Max Score:
23.1	An online option of the opening of the Financial Proposals is offered: No_____.
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is (Not Applicable) [indicate local currency or fully convertible foreign currency] <u>_____</u> [Note to Client: for ease of comparison, it is preferable to indicate in the currency of the budget] The official source of the selling (exchange) rate is: _____ The date of the exchange rate is: _____ [The date shall either be 30 days prior to the deadline for submission or the deadline for proposals submission.]
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

	<p>as following:</p> <p>$S_f = 100 \times F_m / F$, in which “S_f” is the financial score, “F_m” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ 70 and</p> <p>P = _____ 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date:</p> <p>Address:</p>
30.4	<p>Expected date for the commencement of the Services:</p> <p>Date: 2081/06/15</p>
31.1	The Applicant shall furnish a cash amount or a bank guarantee from “A” class commercial bank with an amount of <i>Not Applicable</i>
33.2	A list of blacklisted firms is available at the PPMO’s website http://www.ppmo.gov.np


 Mahagana Rural Municipality
 Office of the Rural Municipality Executive
 Ilam District
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Section 3. Technical Proposal – Standard Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.



(e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}



[Handwritten signature]

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 Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

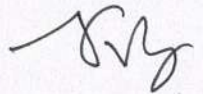
1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 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.

Office of the
Marginal Rural Municipality
Kailash District
Nepal



Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project : (Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

Office of the
Mayor
Municipality Executive
District
Municipal Council

FORM TECH-3

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



Chief Administrative Officer

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) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}


 Office of the Executive Officer
 Nepal District
 Nepal

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES N/A

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													

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.


 Maheshwari Rural Municipality
 Office of the Rural Municipality Executive
 Maheshwari District
 Maheshwari, Nepal
 2073

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[illegible]

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. 3 “Home” means work in the office in the expert’s place of residence. “Field” work means work carried out in the site.



RV

FORM TECH-7**CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

(i) *This CV correctly describes my qualifications and experience*

(ii) *I am not a current employee of the GoN*

(iii) *In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*

(iv) *I was not part of the team who wrote the terms of reference for this consulting services assignment*

(v) *I am not currently debarred by a multilateral development bank (In case of DP funded project]*

(vi) *I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.



Date: _____

[Signature]

[Signature of expert]

Day/Month/Year

Date: _____

[Signature of authorized representative of the firm]

Day/Month/Year

Full name of authorized representative:



[Handwritten signature]
 Chief Administrative Officer

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums



FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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



[Handwritten signature]
Chief Administrative Officer

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}



[Handwritten signature]

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used, and/or
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Miscellaneous Expenses				
Sub-Total				
Total Cost of the Financial Proposal¹				
Value Added Tax (VAT)				


 Office of the Rural Municipality Executive,
 Mangnai Rural Municipality
 Ilam District
 Koshi Province, Nepal
 2073

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Section 5. Eligible Countries

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

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

For the purpose of National shortlisting: **"Nepal"**;



Section 6. Corrupt and Fraudulent Practices

[“Notes to the Client”: The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP’s policy on corrupt and fraudulent practices]

It is the GoN’s policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) “obstructive practice” means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- भा will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.


Office of the Rural Municipality Executive
Majumdar Rural Municipality
Ilam District
Koshi Province, Nepal
2073

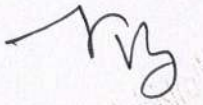


Maijogmai Rural Municipality
Office of the Rural Municipal Executive
Nayabajar , Ilam
Koshi Province, Nepal

स्थानीय तहको आवधिक योजना तर्जुमाका लागि परामर्शदाताका छनौट गर्नको लागि कार्यशर्त तथा संक्षिप्त कार्यविवरण
(Terms of Reference)

विवरण	माईजोगमाई गाउँपालिकाको आवधिक योजना तर्जुमाका लागि परामर्शदाताका छनौट गर्नको लागि कार्यशर्त तथा संक्षिप्त कार्यविवरण (Terms of Reference)
कार्य अवधी	१५० दिन
प्रकृति:	स्थानीय तहको आवधिक योजना तर्जुमा तयार गर्ने
सेवा प्रदान गर्ने स्थान	माईजोगमाई गाउँपालिका
अन्तिम प्रतिवेदन	सम्झौता अनुसार अन्तिम प्रतिवेदन पेश गर्नुपर्ने
विषय बस्तुको स्पष्टताको लागि सम्पर्क	माईजोगमाई गाउँपालिका इलाम


Office of the Rural Municipality Executive
Ilam District
Koshi Province, Nepal
2073


District Administration Officer

स्थानीय तहको आवधिक योजना तर्जुमाका लागि सेवाप्रदायक परामर्शदाताका लागि

कार्यशर्त तथा संक्षिप्त कार्यविवरण

१. पृष्ठभूमि :

नेपालको संविधानले स्थानीय तहलाई संघीय संरचना अनुरूप एक बलियो स्थानीय सरकारको रूपमा स्थापित गरेको छ । संविधानमा नै स्थानीय तहको एकल र साझा अधिकारहरू परिभाषित छन् । जनसहभागिता, उत्तरदायित्व र पारदर्शिता सुनिश्चित गरी सुलभ र गुणस्तरीय सेवा प्रवाह गर्न, लोकतन्त्रका लाभहरूको समानुपातिक र न्यायोचित वितरण गरी कानुनी राज्य र दिगो विकासको अवधारणा अनुरूप समाजवाद उन्मुख संघीय लोकतान्त्रिक गणतन्त्रात्मक शासन प्रणालीलाई स्थानीय तहदेखि नै सुदृढ गर्ने उद्देश्य स्थानीय सरकार संचालन ऐन, २०७४ ले राखेको छ। उक्त ऐनको दफा ११ र १२ मा क्रमशः गाउँपालिका तथा नगरपालिका र वडा समितिको काम कर्तव्य र अधिकार तोकिएका छन् भने दफा २४ को उपदफा (१) मा गाउँपालिका तथा नगरपालिकाले आफ्नो अधिकार क्षेत्रभित्रका विषयमा स्थानीय स्तरको विकासका लागि आवधिक, वार्षिक, रणनीतिगत विषय क्षेत्रगत मध्यमकालीन र दीर्घकालीन योजना बनाई लागू गर्ने स्पष्ट उल्लेख छ । त्यसैगरी, ऐनको परिच्छेद ९ मा गाउँपालिका/नगर स्थानीय तहको वित्तीय अधिकार क्षेत्रसमेत तोकिएको छ। संविधान र कानून वमोजिम संघीय र प्रदेश सरकारले आवधिक योजना र दिगो विकास लक्ष्यहरू प्राप्त गर्ने मार्गचित्र समेत तर्जुमा गरिसकेका छन् । संविधानमा व्यवस्था भए अनुसार संघ, प्रदेश र स्थानीय तहबीच सहकारिता, सहअस्तित्व र समन्वयमा आधारित विकास प्रकृयालाई स्थानीय तहमा संस्थागत गर्न, उपलब्ध सीमित स्रोतहरूको न्यायोचित वितरण गरी स्थानीय जनताको विकासको चाहनालाई पूरा गर्नको लागि स्पष्ट मार्गचित्र आवश्यक भएकोले स्थानीय तहको आवधिक योजना तर्जुमा गर्ने प्रकृयालाई अगाडि बढाउने प्रयोजनका लागि यो कार्यशर्त तयार गरिएको हो।

२. उद्देश्य

यस कार्यशर्तका मुख्य उद्देश्य स्थानीय तहको आवधिक योजना तर्जुमा गर्नका लागि सेवा प्रदायक कम्पनी/फर्मको जिम्मेवारी वारे प्रस्टता सहित आवश्यक प्रकृयागत मार्गदर्शन प्रदान गर्नु रहेको छ । विशिष्ट रूपमा, यस कार्यशर्तको निम्न उद्देश्यहरू देहायनुसार रहेका छन् ।

- २.१. सार्वजनिक खरिद ऐन २०६३ र सार्वजनिक खरिद नियमावली, २०६४ को व्यवस्था कार्यान्वयन गर्नु,
- २.२. आवधिक योजना तर्जुमा प्रक्रियालाई प्रक्रियागत मार्गनिर्देश गर्नु,
- २.३. आवधिक योजना तर्जुमाका लागि गरिनुपर्ने कार्यहरू, कार्य दायरा वारे प्रस्टता ल्याउन सहयोग पुर्याउनु,
- २.४. आवधिक योजना तर्जुमाका लागि परामर्शदाता कम्पनी/फर्म/संस्थाले गर्नुपर्ने कार्यहरू वारे प्रस्टता ल्याउनु,

३. कार्य दायरा र ढाँचा

नेपालको संविधानमा उल्लेखित स्थानीय तहको एकल र साझा अधिकारका सूचीमा उल्लेखित विषयहरू; स्थानीय सरकार सञ्चालन ऐनको दफा ११ र १२ मा उल्लेखित काम, कर्तव्य र अधिकारहरू: संघीय र प्रादेशिक आवधिक योजना तथा दिगो विकास लक्ष्यहरू र अन्य नीति कानूनले स्थानीय तहलाई दिएको जिम्मेवारीहरूलाई व्यवस्थित रूपमा कार्यान्वयन गर्नका लागि दिर्घकालिन सोच सहितको आवधिक योजना (आ.व. २०८१/८२ – ८६/८७) तर्जुमा गर्न विज्ञ सेवा प्रदान गर्नु रहेको छ । यसरी तोकिएका स्थानीय तह (गाउँपालिका, नगरपालिका) हरूको आवधिक योजना तर्जुमा गर्दा राष्ट्रिय योजना आयोगबाट प्राप्त स्थानीय तहको योजना तर्जुमा दिर्दर्शन, २०७५ मा दिइएको ढाँचामा आधारित रहेर गर्नु पर्नेछ। स्थानीय आवश्यकता, बिशिष्टता र प्राथमिकता अनुर अनुसर उक्त ढाँचामा सामान्य परिमार्जन हुन सक्नेछ ।

४. आवधिक योजना तर्जुमा विधि

Office of the Rural Rural Municipality
Koshi Province, Nepal
2073

Chief Administrative Officer

आवधिक योजना तर्जुमाको चरण, विधि र औजारहरू देहाय बमोजिम हुनेछन् ।

४.१. पहिलो चरण: पूर्वतयारी, दस्तावेज तथा सन्दर्भ सामग्रीहरूको अध्ययन:

- आवधिक योजना तर्जुमा गर्नुपूर्व आवधिक योजना तर्जुमाको अवधारणागत तथा नीतिगत व्यवस्थाका विषयमा प्रष्ट हुनु र द्वितीय तहबाट प्राप्त गर्न सने आवश्यक सबै सूचना तथ्याङ्कको सङ्कलन गर्नको लागि परामर्शदाताले तपशिल बमोजिमको दस्तावेजहरूको समीक्षा गर्नु पर्नेछ ।

✓ स्थानीय तहका संवैधानिक कार्य जिम्मेवारीहरू

✓ स्थानीय राजनीतिक दलका घोषणा-पत्रहरू

✓ विगत ४ वर्षका वार्षिक योजना तथा मध्यमकालीन खर्च संरचना

✓ स्थानीय तहको गुरुयोजना, विषयगत योजना तथा रणनीति र कानूनहरू

✓ वार्षिक समीक्षा प्रतिवेदन (विशेष गरि स्रोत परिचालनको अवस्था र उपलब्धिहरू)

✓ स्थानीय तहको पार्श्व चित्र (प्रोफाइल), वेबसाइट, अभिलेखहरू

✓ अन्तरसरकारी वित्तीय हस्तान्तरण अवस्था (विगत ३ वर्षको)

✓ स्थानीय तहको आन्तरिक स्रोत परिचालन स्थिति

- स्थानीय तहको योजना तर्जुमा दिग्दर्शन, २०७५
- प्रदेशको वस्तुस्थिति विवरण, २०७५
- प्रदेश योजना आयोगले तयार गरेको प्रथम आवधिक योजना
- संघ तथा प्रदेश मन्त्रालय र विभागहरूले प्रकाशन गरेको सम्बन्धित प्रतिवेदनहरू
- संघीय सरकार तथा प्रादेशिक सरकारका मार्गनिर्देशन,
- दिगो विकासका लक्षहरू तथा नेपालले राष्ट्रिय तथा अन्तर्राष्ट्रिय फोरमहरूमा गरेका प्रतिवद्धताहरू

यसका साथै, स्थानीय तहको आवधिक योजनालाई प्रदेशको आवधिक योजनासंग अन्तरसम्बन्ध कायम गर्न, प्रदेश योजना आयोगको सुझाव महत्वपूर्ण हुने भएकाले आवधिक योजना तर्जुमा कार्य प्रदेश योजना आयोगसंगको निकटतम सम्पर्क र समन्वयमा आवधिक योजना तर्जुमा गरिनेछ । साथै आवधिक योजना तर्जुमा कार्यको समग्र मार्गनिर्देशन गर्नका लागि पालिका स्तरमा निर्देशक समिति गठन हुने भएकाले निर्देशक समितिले स्वीकृत गरेको कार्ययोजना अनुसार आवधिक योजना तर्जुमा कार्य अगाडि वढाइने छ ।

४.२. पुर्व योजना तर्जुमा गोष्ठी

यो आवधिक योजना तर्जुमाका लागि प्रारम्भिक र महत्वपूर्ण चरण हो, जहाँ स्थानीय तहका राजनीतिक दलहरू बिभिन्न स्तरका जनप्रतिनिधि, कर्मचारी, सरकारी गैरसरकारी कार्यालय, संघ संस्था, निजि तथा व्यापारिक संस्था/कम्पनी, नागरिक संस्थाका प्रतिनिधिहरू आदिहरू विच आवधिक योजना तर्जुमा गर्नुको उद्देश्य, प्रकृया, विद्यमान अवस्था र अपेक्षित अवस्था बारे छलफल परामर्श गरि आवधिक योजना तर्जुमा प्रक्रियालाई सहभागीमूलक रूपमा तर्जुमा गर्ने कार्यलाई औपचारिकता प्रदान

गरिन्छ । साथै आवधिक योजना तर्जुमा प्रक्रियाका लागि मार्गदर्शनमा तोकिए बमोजिमका समिति, उपसमिति, विभिन्न कार्य समुहहरूको गठन र कार्यविधि समेत तय गरिन्छ ।

४.३. दोस्रो चरण: वडास्तरीय परामर्श

यस चरणमा विशेष गरि ३ देखि ४ वटा महत्वपूर्ण काम गर्नुपर्नेछ । प्रथमतः यस चरणमा स्वीकृत कार्ययोजना बमोजिम आवधिक योजना तर्जुमाको लागि सम्बन्धित वडा समितिको पहलमा वडास्तरीय परामर्श बैठकहरू सञ्चालन गर्नु पर्नेछ । यसका लागि स्थानीय जनताको प्रतिनिधिमूलक सहभागिताको लागि सर्वप्रथम सामुदायिक संस्था, टोल विकास संस्था, सहकारी, सामुदायिक वन उपभोक्ता समूह, खानेपानी उपभोक्ता समूह, महिला समूह, आमा समूह, सामुदायिक विद्यालय, वडामा क्रियाशिल संघ संस्थाहरू, बाल क्लव, निजी क्षेत्र, राजनीतिक दलका वडास्तरीय प्रतिनिधि लगायतका सरोकारवालाहरूसँग परामर्श गर्नु पर्नेछ । उक्त परामर्शबाट द्वितीय स्रोतबाट प्राप्त हुन नसकेका आधारभूत सूचनाहरू सङ्कलन गर्ने, समस्या तथा चुनौति र अवसरहरू पहिचान गर्ने, मुख्य मुख्य मुद्दा र योजना तथा कार्यक्रमहरू पहिचान गर्ने लगायतका कार्यहरू गर्नु पर्नेछ । यी परामर्श बैठकहरू कोभिड १९ सम्बन्धी सरकारले जारी गरेका सूचना र मापदण्डहरूको पालना गरी सञ्चालन गर्नु पर्नेछ । यी बैठकहरू स्थानीय परिस्थिति अनुसार प्रत्यक्ष र भर्चुअल मध्ये कुनै एक वा दुवै हुन सक्नेछन् । यस्ता बैठकको सङ्ख्या पनि एक वा एकभन्दाबढी हुन सक्नेछ ।

यसैगरी दोस्रो चरणमा आवधिक योजना तर्जुमाका लागि सरोकारवालाहरूको बैठकबाट पर्याप्त सूचना प्राप्त नभएमा थप सूचना प्राप्त गर्न वा प्राप्त सूचनाहरूको पुष्टिको लागि एक वा एकभन्दा बढी प्रमुख सूचनादाता अन्तरवार्ता र लक्षित समूह छलफल गर्नु पर्नेछ । यस्ता अन्तरवार्ता र छलफल प्रत्यक्ष र भर्चुअलमध्ये कुनै एक वा दुवै हुन सक्ने बाहेक सहभागितात्मक ग्रामिण लेखा जोखा प्रणाली (Participatory Rural Appraisal) विधिहरूको समेत प्रयोग गरी आवश्यक सूचना सङ्कलन गर्नुपर्नेछ ।

तेश्रोमा, सरोकारवालाहरू, प्रमुख सूचनादाता र लक्षित समूहबाट प्राप्त जानकारी तथा पहिलो चरणमा गरिएको दस्तावेजहरूको समीक्षाबाट प्राप्त तथ्याङ्क र जानकारी समेतलाई विश्लेषण गरी सो को सत्य तथ्य परिक्षणका लागि वडा समितिको बैठकमा छलफलको लागि प्रस्तुत गर्नु पर्नेछ । वडा समितिले वडा प्रतिनिधिहरू, वडा समितिका कर्मचारीहरू, वडामा रहेका सेवा प्रदायक संस्थाहरू र विषय विज्ञहरूलाई आमन्त्रण गर्नेछ । उक्त छलफलमा वडास्तरीय वस्तुस्थिति, समस्या, चुनौती, अवसर, क्षेत्रगत सोच, लक्ष्य, उद्देश्य, रणनीति, कार्यनीति तथा प्रमुख योजना तथा कार्यक्रमहरूका सम्बन्धमा छलफल गरि एउटा साझा निष्कर्षमा पुर्‍याइनु पर्दछ ।

चौथोमा, सबै वडाहरूबाट प्राप्त तथ्याङ्क र सुझावहरूको आधारमा वस्तुगत अवस्था झल्काउने जिआइएस नक्शाहरू तयार गर्नु पर्नेछ जिआइएस नक्शा तयार हुन नसक्ने अवस्थामा गुगल म्यापको प्रयोग गरी आवश्यक नक्शाहरू तयार गर्न सकिनेछ । गुगल म्यापबाट तयार नसकेका नक्शाहरू हातैले रेखाङ्कन गरी खेप्ता नक्शा (स्केच म्याप) तयार गर्न सकिनेछ । यी नक्शाहरूको मुख्य उद्देश्य स्थानीय तहको विद्यमान वस्तुगत अवस्था नक्शामा उतार्नु हुनेछ ।

४.४. तेश्रो चरण: विषय क्षेत्रगत समिति, उपसमितिहरू सहित अन्य सरोकारवाला संघ/संस्थाहरूसँग छलफल/परामर्श

यो चरणमा वडास्तरीय परामर्शबाट प्राप्त सुझावहरूलाई समावेश गरी विषय क्षेत्रगत अवस्था, समस्या, चुनौती, अवसर, क्षेत्रगत सोच, लक्ष्य, उद्देश्य, रणनीति, कार्यनीति तथा प्रमुख योजना तथा कार्यक्रमहरू तयार गरी विषय क्षेत्रगत समिति र अन्य उपसमितिहरूसँग परामर्शका लागि प्रस्तुत गर्नु पर्नेछ । त्यसपछि, उक्त समितिहरूबाट प्राप्त सुझावहरूलाई समावेश गरी प्रस्तुत गरिएका सामग्रीहरूलाई आवश्यकता अनुसार संसोधन र परिष्कृत गर्नुपर्ने छ । स्थानीय तहको क्षेत्रगत प्राथमिकता समेत यसै चरणमा हुने भएकाले क्षेत्रगत प्राथमिकता निर्धारणका लागि विभिन्न सहभागीमूलक विधिहरूको प्रयोग गरि प्राथमिकता निर्धारणको विश्वशनीयता कायम राख्नुपर्नेछ ।

४.५. चौथो चरण: स्थानीय तह स्तरीय परामर्श, समिक्षा र परिमार्जन



यस चरणमा सर्वप्रथम, विषय क्षेत्रगत समिति र उपसमितिहरूको सुझाव बमोजिम तयार गरिएको विषय क्षेत्रगत अवस्था, समस्या, चुनौती, अवसर, क्षेत्रगत सोच, लक्ष्य, उद्देश्य, रणनीति, कार्यनीति तथा प्रमुख योजना तथा कार्यक्रमहरू समेटी आवधिक योजनाको पहिलो मस्यौदा तयार गरी निर्देशक समिति समक्ष परामर्शको लागि प्रस्तुत गर्नुपर्नेछ। निर्देशक समितिले आफू र विषयक्षेत्रगत समितिका प्रतिनिधिहरू, कार्यपालिकाका सदस्यहरू, राजनीतिक दलका प्रतिनिधिहरू, निजी क्षेत्रका प्रतिनिधिहरू, सहकारीका प्रतिनिधिहरू, संघीय र प्रदेश सभाका माननीय सदस्यहरू, संघ संस्थाहरूको प्रतिनिधि र विज्ञ लगायतका सरोकारवालाहरूको संयुक्त बैठकको आयोजना गर्नेछ, जसलाई एकिकृत बैठक समेत भनिन्छ। निर्देशक समितिको निर्णय अनुसार यस्तो बैठक एक वा एकभन्दा बढी पटक तथा प्रत्यक्ष वा भर्चुअल मध्ये कुनै एक वा दुबै हुन सक्नेछ। उक्त बैठकमा परामर्शदाताले मस्यौदा प्रतिवेदन प्रस्तुत गर्नु पर्नेछ। उक्त बैठकमा अवस्था हेरी खुल्ला वा समूह छलफल हुन सक्नेछ। मस्यौदा प्रतिवेदनमा उल्लिखित विषयहरूमा गहन छलफल गरी त्यसलाई यथार्थपरक, व्यवहारिक, सरल र थप स्पष्ट बनाउनु उक्त परामर्शको उद्देश्य हुनेछ। मस्यौदा प्रतिवेदनमाथि सुझाव र प्रतिक्रियाको लागि प्रदेश योजना आयोग र सोहि आयोग मार्फत संघीय मामिला तथा सामान्य प्रशासन मन्त्रालयमा समेत पेश गर्नु पर्नेछ।

यसरी प्रदेश योजना आयोग र संघीय मामिला तथा सामान्य प्रशासन मन्त्रालयबाट प्राप्त सुझाव र प्रतिक्रियालाई समावेश गरी आवधिक योजनाको दोश्रो मस्यौदा सम्बन्धित निर्देशक समिति समक्ष पेश गर्नु पर्नेछ। निर्देशक समितिले प्राप्त सुझावहरू समावेश भए नभएको सुनिश्चित गरि अन्य थप केहि भएमा सो सहित समावेश गरेर अन्तिम मस्यौदालाई थप छलफल र स्वीकृतिको लागि कार्यपालिका समक्ष पेश गर्ने सिफारिस गर्नेछ। निर्देशक समितिले उक्त प्रतिवेदन प्रदेश योजना आयोगलाई सुझावको लागि पठाउनेछ।

निर्देशक समितिको सिफारिस बमोजिम परामर्शदाताले दुबै प्रतिवेदनको परिमार्जित मस्यौदालाई कार्यपालिकाका पदाधिकारी, सदस्य र कर्मचारीहरूको संयुक्त बैठकमा पेश गर्नु पर्नेछ। उक्त बैठकबाट प्राप्त सुझावहरू तथा प्रदेश योजना आयोगबाट दोश्रो पटक प्राप्त सुझावहरूलाई समावेश गरी दुबै प्रतिवेदनको अन्तिम मस्यौदालाई कार्यपालिका समक्ष पेश गर्नु पर्नेछ।

५. आवधिक योजना तर्जुमाका लागि आवश्यक जनशक्ति

आवधिक योजना तर्जुमा गर्ने कार्य नितान्त बहुआयामिक प्रकृतिको कार्य भएकाले परामर्शदाताको टोलीमा तपसिल बमोजिमका विज्ञहरू रहनु पर्नेछ।

SN	Positions	Minimum Qualification	Experiences
1	Team Leader (1 in Nos)	Master Degree in Sociology/ Economics/ Urban Planner, Management or related field	10 Years of experience in planning, team leadership, management
2	Infrastructure Development Specialist (2 in Nos)	Master Degree Construction Management, Civil Engineering or related field	5 Years of experience in planning, development of Infrastructures
3	Socio-economist (3 in Nos)	Master Degree in Sociology/ Economics/ Management or related field	5 Years of experience in planning, survey, data analysis, reporting, management
4	Financial Management	Master Degree in Economics/MBA/	5 Years of Experience in Economic Analysis,

	Specialist (1 in Nos)	Management/MBS	Revenue Forecasting, Revenue data analysis and Management
5	Urban Planner (2 in No)	Master's degree in Urban Planning having minimum 5 years of relevant work experience	5 years of relevant work experience
6	Social Safeguard Specialist (1 in Nos)	Master's Degree in a relevant social science (aris/ anthropology, sociology, social development, law, agriculture) or other related discipline	5 years' specific experience in the field of social safeguards and/or social development. Experience of working with E&S risk management policies, ESF and ESS Experience working in the field of gender and social inclusion.
7	Public Health and Nutrition Expert (1 in No)	Master's Degree in Public Health/Food Technology with minimum 5 years of relevant work experience	5 years of relevant work experience in the public health and nutrition
8	Education Expert (1 in No)	Master Degree in Philosophy/Education, having 5 years' experience	5 years of relevant experience
9	Environment Safeguard Specialist (1 in No)	Master Degree in Environmental Science/Engineering with at least 5 years of relevant experience	5 Years of Experience and knowledge in undertaking environmental assessments including Environmental and Social Impact Assessment (ESIA), Environmental Impact Assessment (EIA), and Initial Environmental Examination (IEE) as well as implementing Environmental and Social Management Plan (ESMP), environmental actions/ mitigation measures, supervision, and monitoring. S/he shall able to assess how a site complies with environmental regulations, design, develop, test and

[Signature]

			implement technical solutions which will help actively to reduce their negative impact on the environment, identify and potential contaminant sources. She/He should also have experience in social safeguards including labor management, impact on adjacent or periphery communities of construction area, any land related issues, grievance redress mechanism, stakeholder engagement and management of other social risks including gender and disability responsive designs.
10	Geotechnical Engineer/GIS Expert (1 in No)	Master Degree in Geotechnical Engineering or related disciplines with 5 years of experience.	5 Years of experiences in looking at the risk of geological hazards and making sure any factors affecting engineering works are identified and managed, analysis of geographic features
11	Agricultural Economist (1 in Nos)	Master Degree in Agricultural Economist with at least 5 years of experiences in socio- economic analysis of agricultural sector in rural area of Nepal	5 Years of experiences in socio-economic analysis of agricultural sector in rural area of Nepal. S/he shall have ability for analysis of agricultural production, consumption, and distribution, market assessment, assessment of economic value of agricultural production, assessment of market price of agricultural commodities. S/he shall have strong knowledge of data collection and use of statistical tools to interpret collected data.
12	Data Analyst(1 in No)	Master in statistics/mathematics	5 Years of experiences in data analysis, management and Reporting

६. परामर्शदाता कम्पनी/फर्मको मुख्य जिम्मेवारी/कार्य शर्त



१३. निर्धारित समय भन्दा कमिमा १५ दिन अगावै योजनाको एकिकृत दस्तावेज मस्यौदा प्रति संघीय मामिला तथा सामान्य प्रशासन मन्त्रालय र प्रदेश योजना आयोगमा सुझावका लागि पेश गर्ने,

१४. आवधिक योजनाको अन्तिम मस्यौदाको विद्युतीय र कम्प्युटर प्रिन्ट कपी २ थान नगरपालिका/गाउँपालिका समक्ष र सोको विद्युतीय कपी प्रदेश योजना आयोग र प्रदेश अनुसन्धान तथा प्रशिक्षण प्रतिष्ठान समक्ष पेश गर्ने।

१५. कार्य सम्पादन गर्दा कोभिड १९ का सम्बन्धमा सरकारले जारी गरेका सूचना र प्रोटोकलहरूको पालना गर्दै निर्धारित समयावधि भित्र कार्य सम्पन्न गर्न वैकल्पिक विधिहरू अपनाउने,

१६. आवधिक योजना पुस्तिका रास्ट्रिय तथा प्रदेश योजना आयोगले निर्धारित गरेको ढाचामा तयार गर्ने,

७. कार्य अवधि तथा समय सिमा

आवधिक योजना तर्जुमा प्रक्रियाका लागि १५० दिन समय निर्धारण गरिएकाले छनोट भएको सेवा प्रदायकले सो समय अवधि भित्र कार्य सम्पन्न गरिसक्नुपर्नेछ। यस वारेमा प्रस्ट प्रावधान द्विपक्षीय सहमति पत्रमा उल्लेख गरिनेछ।

८. सरोकारवालाहरू विच समन्वय र गुणस्तर सुनिश्चितता:

आवधिक योजना तर्जुमाका लागि छनोट भएका सेवा प्रदायक कम्पनी/फर्महरू र सम्बन्धित स्थानीय तहका प्रमुख तथा प्रमुख अधिकृतहरूका लागि आवधिक योजना तर्जुमा प्रक्रियालाई समन्वयात्मक तथा आवधि योजना तर्जुमाका लागि कार्यशर्तविधिसम्मत प्रकृया अनुसार तर्जुमा गर्न प्रदेश योजना आयोग र प्रदेश अनुसन्धान तथा प्रशिक्षण प्रतिष्ठानबाट अभिमुखीकरण कार्यक्रम संचालन गरिनेछ। साथै प्रदेश योजना आयोग, मुख्यमन्त्री तथा मन्त्रिपरिषद्को कार्यालय, प्रदेश अनुसन्धान तथा प्रशिक्षण प्रतिष्ठानबाट आवधिक योजना तर्जुमा प्रक्रियाको नियमित रुपमा फलो अप र अनुगमन गरिनेछ।

Reporting and Deliverables:

Inception Report (1 copy): 7 days after Signing of Contract

Draft Report (2 copy): 120 days after Signing of Contract

Final Report (3 copy): 150 days after Signing of Contract



