



शैलुङ गाउँपालिका
Shailung Rural Municipality
गाउँ कार्यपालिकाको कार्यालय
Office of the Rural Municipal Executive

काटाकुटी, दोलाखा
Katakuti, Dolakha
बागमती प्रदेश, नेपाल
Bagamati Province, Nepal

पत्र संख्या/ Ref. No.:- ०८०/८१

चलानी नं./Dispatch No.:-

सूचना नं. २९

मिति /Date: २०८०/१२/२७

विषय: आवधिक योजना तर्जुमाको लागि प्रस्ताव पेश गर्ने सम्बन्धी सूचना ।

यस शैलुङ गाउँपालिकाको लागि दोस्रो पञ्चवर्षीय आवधिक योजना तर्जुमा गर्नुपर्ने भएकोले प्रचलित कानून बमोजिम दर्ता भएका फर्म, संस्था वा कम्पनीहरूले देहाय बमोजिमका शर्तहरूको अधिनमा रही रीतपूर्वकको आर्थिक तथा प्राविधिक प्रस्ताव पेश गर्नका लागि सूचना प्रकाशित भएको मितिले १५ दिनभित्र यस कार्यालयमा सूचिकृत भई प्रस्ताव पेश गर्नुहुन यो सूचना प्रकाशित गरिएको छ ।

१. स्थानीय तहको आवधिक योजना तर्जुमा स्थानीय सरकारको एक महत्वपूर्ण कार्यक्रम हो । यस योजना उद्देश्य स्थानीय स्तरमा सहभागितामूलक, समतामूलक र एकीकृत विकास योजना तयार गर्नु रहेको छ ।

२. यस पालिकाले स्थानीय परामर्शदाता छनौटको सिलसिलामा आवधिक योजना तयारीका लागि प्रस्ताव सम्बन्धि कागजात जारी गरेको छ ।

३. सेवा सम्बन्धि थप विवरण यसै प्रस्ताव सम्बन्धि कागजातमा रहेको कार्यक्षेत्रगत शर्त (Terms of Reference) र RFP मा उल्लेख गरिएको छ ।

४. यो प्रस्ताव सम्बन्धि कागजातहरू यस कार्यालयमा सूचना जारी भएको मितिले १५ दिन भित्र सूचिकृत भई प्रस्ताव बुझाउन इच्छुक सेवा प्रदायकहरूलाई जारी गरिएको छ ।

५. सेवाप्रदायक गुणस्तर लागत छनौट प्रणाली (Quality Cost Selection System) अन्तर्गत गरिनेछ ।

६. यो प्रस्ताव सम्बन्धि कागजात हरूमा देहायका अनुसूचीहरू (Sections) हरू रहनेछन् ।

Section 1 - Letter of Invitation (आमन्त्रण पत्र)

Section 2 – Information to Service Providers (सेवा प्रदायकहरूको लागि जानकारी)

Section 3 – Technical Proposal - Standard Forms (प्राविधिक प्रस्तावको फारम)

Section 4 – Financial Proposal – Standard Forms (आर्थिक प्रस्तावको फारम)

Section 5 – Terms of Reference (कार्यक्षेत्रगत शर्त)

Section 6 – Standard Forms of Contract (सम्झौताको स्टान्डर्ड फारम)

७. इच्छुक योग्य परामर्शदाताहरूले यस सम्बन्धि थप जानकारी लिन चाहेको खण्डमा यस कार्यालयबाट प्राप्त गर्न सकिनेछन् ।

८. अन्य कुराहरू प्रचलित कानून बमोजिम हुनेछन् । आवश्यक कागजातहरू कार्यालयको वेबसाईट www.shailungmun.gov.np वाट प्राप्त गर्न सकिनेछ ।

९. प्रस्ताव पेश गर्ने अन्तिम दिन सार्वजनिक बिदा परेमा सो लगत्तै कार्यालय खुल्ने समयभित्र प्रस्ताव पेश गर्न सकिनेछ ।

सजिव न्यौपाने
प्रमुख प्रशासकीय अधिकृत

प्रस्ताव पेश गर्ने ठेगाना:

शैलुङ गाउँपालिका, गाउँ कार्यपालिकाको कार्यालय

काटाकुटी, दोलाखा

बागमती प्रदेश, नेपाल

मोवाईल नं: ९८४९८२५२७१, ९८५१२२६८७०

शैलुङ गाउँपालिकाको आवधिक विकास योजना तर्जुमा गर्ने
परामर्शदाताको लागि नमुना कार्यशर्त



शैलुङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
काटाकुटी, दोलखा
बागमति प्रदेश, नेपाल
२०८०

विषयसूचि

१. परिचय (Introduction)	1
२. परामर्श सेवाका उद्देश्य (Objectives of this Consultancy Service)	1
३. परामर्श सेवाका कार्य ढाँचा(Design of work of this Consultancy Service)	1
४. परामर्श सेवाको विधि र प्रक्रिया (Method and Process of the Consultancy service)	1
५.परामर्श सेवा प्रदायक संस्थाले सम्पन्न गर्नुपर्ने कार्यहरु (Function of the Consultannt Service provider)	4
६.परामर्श सेवा प्रदायक संस्थाको योग्यता र अनुभव (Qualification and Experience of Service Provider).....	4
७. समयावधी (Timeline).....	5
८. अनुमानित जनशक्ति र कार्यदिन (Projected Human Resources and work schedule).....	6
९. सेवा प्रदायक संस्थाले बुझाउनु पर्ने प्रतिवेदन तथा कागजातहरु(Reporst and documents to be summitted by service Provider).....	6
१०. अनुगमन तथा गुणस्तर नियन्त्रण(Monitoring and quality Control).....	7
११. कामको स्वामित्व(Owenership of Work).....	7
१२.विनियोजित बजेट तथा भुक्तानी योजना (Budget Allocation & Payment Plan).....	7
१३. . प्रस्ताव पेश गर्ने तरिका (Guideline for Submission of Proposal).....	8
१४. प्रस्ताव मूल्यांकन गर्ने तरिका (Methods of Evaluation of Proposal).....	8

१. परिचय

नेपालको संविधान, २०७२ तथा स्थानीय सरकार संचालन ऐन, २०७४ ले निर्दिष्ट गरे बमोजिम स्थानीय तहले आफ्नो कार्य संचालन गर्दै आइरहेको छ। स्थानीय तहबाट उक्त ऐनको दफा ११ को उपदफा २ (क) अनुसार स्थानीय स्तरको विकास निर्माण सम्बन्धी आवश्यक नीति, स्थितिपत्र, आवाधिक योजना, मध्यकालिन खर्च संरचना तथा वार्षिक विकास कार्यक्रम बनाई कार्यान्वयन गर्ने व्यवस्था रहेको छ। नेपाल सरकारले परिकल्पना गरेको “समृद्ध नेपाल सुखी नेपाली” सोचलाई साकार पार्न यस शैलुङ गाउँपालिकाको स्थानीय आवश्यकता अनुरूप विकास गतिविधिलाई व्यवस्थित र दिगो बनाउन आवाधिक योजना निर्माण गरी कार्यान्वयन गर्न आवश्यक छ। स्थानीय तहको आवाधिक विकास योजना तर्जुमा सम्बन्धमा भएका कानूनी व्यवस्था र संघ तथ प्रदेश सरकारले तयार गरेका निर्देशिकाको अनुशरण गरी यस शैलुङ गाउँपालिकाको आवाधिक विकास योजना तर्जुमा गर्न परामर्श सेवा प्रदायक संस्थाको लागि यो कार्यशर्त तयार गरिएको छ।

२. परामर्श सेवाका उद्देश्य :

यस परामर्श सेवाको मुख्य उद्देश्य नेपाल सरकार तथा प्रदेश सरकारबाट जारी निर्देशिका मापदण्ड र ढाँचा बमोजिम नेपाल सरकारको चालु १५ औ योजना र प्रदेश सरकारको प्रथम पञ्चवर्षीय आवाधिक योजना, दीर्घकालिन सोच, नीति तथा योजना र दिगो विकासका लक्ष्यसँग तादाम्यता कायम हुने गरी शैलुङ गाउँपालिकाको पञ्चवर्षीय आवाधिक विकास योजना तयार गर्न प्राविधिक सहयोग उपलब्ध गराउनु हो। यसका विशिष्ट उद्देश्य निम्नानुसार छन :

- (क) यस शैलुङ गाउँपालिकाको दीर्घकालिन सोच, स्थानीय आवश्यकता, प्राथमिकता र विकासका संभावनाहरूका आधारमा एकीकृत विकासका लागि आवाधिक विकास योजना तयार पार्ने।
- (ख) शैलुङ गाउँपालिकाको स्थितिपत्र तथा वस्तुस्थिति विवरण अद्यावधिक गरी आवाधिक विकास योजना तथा त्रिवर्षीय मध्यकालिन खर्च संरचना तर्जुमा गर्न चाहिने आधार वर्ष तथ्याङ्क तयार पार्ने।

३. कार्य ढाँचा :

नेपालको संविधानमा उल्लेखित स्थानीय तहको एकल र साझा अधिकारका सुचीमा उल्लेखित विषयहरू, स्थानीय सरकार सञ्चालन ऐनको दफा ११ र दफा १२ मा उल्लेखित काम, कर्तव्य र अधिकारहरू, संघीय र प्रादेशिक आवाधिक योजना तथा दिगो विकास लक्ष्यहरू र अन्य नीति तथा कानूनले स्थानीय तहलाई दिएको जिम्मेवारीहरूलाई व्यवस्थित रूपमा कार्यान्वयन गर्नका लागि दीर्घकालिन सोच सहितको आवाधिक योजना आ. व (२०८०/८१-०८५/८६) तर्जुमा गर्न विज्ञ सेवा प्रदान गर्नु रहेको छ। यसरी गाउँपालिकाको योजना तर्जुमा गर्दा राष्ट्रिय योजना आयोगबाट प्राप्त “स्थानीय तहको योजना तर्जुमा दिग्दर्शन, २०७८” मा दिइएको ढाँचामा आधारित रहेर गर्नु पर्नेछ। स्थानीय आवश्यकता विशिष्टता र प्राथमिकता अनुसार उक्त ढाँचामा सामान्य परिमार्जन हुन सक्नेछ।

४. आवाधिक योजना तर्जुमाका विधि तथा प्रक्रिया :

परामर्शदाताले आवाधिक योजना तर्जुमाको क्रममा निम्नानुसारका विधि र प्रक्रिया अनुसार कार्य सम्पन्न गर्नुपर्नेछ :

४.१ दस्तावेज तथा सन्दर्भ सामाग्रीको अध्ययन:

राष्ट्रिय तथा प्रदेश तहका नीति, योजना र सान्दर्भिक कानून, शैलुङ गाउँपालिकाको नीति, योजना, कानून र दस्तावेजको अध्ययन गर्नुपर्नेछ

४.२ अभिमुखिकरण तथा तयारी कार्यशाला :

यस शैलुङ गाउँपालिकाको पदाधिकारी, कार्यालयका कर्मचारी, विषयगत शाखाका प्रमुख, विषयगत समितिका संयोजक तथा सदस्यहरु, नागरिक समाज, स्थानीय राजनैतिक दल, व्यावसायिक संघसंस्था, पेशा कर्मी, गैर सरकारी संस्थाका प्रतिनिधी लगायतका विकासका सरोकारवालाहरुलाई समावेश गरी आवधिक योजना तर्जुमा सम्बन्धी समान बुझाइ कायम गर्न एक दिवसीय अभिमुखिकरण तथा तयारी कार्यशाला आयोजना गर्नुपर्नेछ ।

४.३ समितिहरुको गठन:

आवधिक योजना तर्जुमाका लागि देहाय बमोजिमको समितिहरु गठन गर्न सहजिकरण गर्नुपर्नेछ ।

- (क) **निर्देशक समिति** : आवधिक योजनाको समग्र प्रक्रियालाई निर्देशन तथा समन्वय गर्न प्रमुख/अध्यक्षको संयोजकत्वमा आवधिक योजना तर्जुमा निर्देशक समिति गठन गर्नुपर्नेछ ।
- (ख) **आर्थिक विकास समिति** : कृषि, उद्योग तथा वाणिज्य, पर्यटन, सहकारी, वित्तिय क्षेत्र
- (ग) **सामाजिक विकास समिति** : शिक्षा, स्वास्थ्य, संस्कृति, लैङ्गिक समनता तथा सामाजिक समावेशिकरण
- (घ) **पूर्वाधार विकास समिति** : सडक तथा पुल, खानेपानी तथा सरसफाई, झोलुङ्गे पुल, सिंचाइ, भवन तथा सहरी विकास, उर्जा, लघु तथा साना जलविद्युत, वैकल्पिक उर्जा, संचार
- (ङ) **वातावरण तथा विपद व्यवस्थापन समिति** : वन तथा भू-संरक्षण, जलाधार संरक्षण, वातावरण संरक्षण, जलवायु परिवर्तन, फोहोरमैला व्यवस्थापन, जल उत्पन्न प्रकोप नियन्त्रण, विपद व्यवस्थापन ।
- (च) **संस्थागत विकास र सुशासन समिति** : मानव संसाधन विकास, संस्थागत क्षमता विकास, सेवा प्रवाहका मापदण्ड निर्धारण, सेवा प्रवाहमा विद्युतीय सूचना प्रविधिको प्रयोग, लेखाइकन, राजस्व परिचालन, वित्तीय अनुशासन, आन्तरिक लेखापरीक्षण तथा आन्तरिक नियन्त्रण प्रणाली, अन्तिम लेखापरीक्षण तथा बेरुजु फछ्यौट गर्ने ।
- (छ) **संयोजन तथा सहजिकरण समिति** : परामर्शदाता तथा विज्ञ टिमबाट भएको कामको अनुगमन र सहजीकरणको लागि प्रमुख प्रशासकीय अधिकृतको संयोजकत्वमा एउटा प्राविधिक सहजीकरण समितिको गठन गर्नुपर्नेछ ।

४.४ विकासको विद्यमान उपलब्धि तथा स्थितिको समिक्षा :

गाउँपालिकाको गत आवधिक योजना तथा वार्षिक योजनाहरुको कार्यान्वयनबाट हासिल भएको उपलब्धिहरुलाई विषयगत क्षेत्रगत संक्षिप्त रूपमा समिक्षा गर्नुपर्नेछ ।

४.५ वस्तुस्थिति विश्लेषण, वस्तुस्थिति विवरण तयारी एवं अद्यावधिकरण :

१. तथ्यांक संकलन, प्रशोधन र विश्लेषण : आवधिक योजना तर्जुमाको लागि आवश्यक तथ्यांक संकलन विश्लेषण र प्रमाणिकरण गर्नुपर्नेछ । यसका लागि गाउँ वस्तुस्थिति विवरण तयारी कार्यविधि, २०७५ अनुसारको ढाँचामा प्राथमिक तथा द्वितीय श्रोतबाट तथ्यांक संकलन गर्नुपर्नेछ । यसरी तथ्यांक संकलन गर्दा घरधुरी सर्वेक्षण, वडा स्तरीय परामर्श, सहभागितामुलक छलफल, जानकारी व्यक्तिहरुसँगको अन्तर्वार्ता, संस्थागत सर्वेक्षण तथा दस्तावेजहरुको अध्ययन जस्ता तथ्यांक संकलनको औजारको प्रयोग गर्नुपर्नेछ ।

-(२) आधार नक्सा तयारी : भौगोलिक सूचना प्रणाली (GIS) सम्बन्धी सफ्टवेयर प्रयोग गरी सहभागितामुलक नक्शाकन प्रक्रिया अनुसार सार्वजनिक तथा सामुदायिक स्रोत नक्सा (विद्यालय स्वास्थ्य संस्था, सामुदायिक भवन, वडा कार्यालय भवन, सामुदायिक निजि र कबुलियती वन, धार्मिक तथा पर्यटकीय स्थल), पूर्वाधार, सम्पत्ति, वन जंगल, नदिनाला, बजार क्षेत्र, सडक बाटो तथा पुल, औद्योगिक क्षेत्र, जोखिम संवेदनशिल क्षेत्र आदिको पहिचान, विवरण संकलन गरी भौगोलिक

सूचना प्रणालिमा आधारित नक्सा तयार गर्नुपर्नेछ । सो नक्शाको आधारमा वस्तुस्थिति विश्लेषण आयोजना तथा कार्यक्रमको स्थानगत अवस्थिति निर्धारण र स्थानगत नक्शाङ्कन गर्नुपर्नेछ ।

(३) वस्तुस्थिति विश्लेषण : सहभागितामूलक कार्यशाला छलफलको माध्यमबाट विषयगत समितिहरूसँग विषयगतरूपमा विद्यमान संभावना तथा अवसर समस्या तथा चुनौतिहरूको विश्लेषण गरि प्रस्तुत गर्नुपर्नेछ । यसरी विश्लेषण गर्दा विषयगत क्षेत्र तथा उपक्षेत्रगत रूपमा विद्यमान अवस्था, संभावना समस्या तथा चुनौति एवं चाल्नु पर्ने कदमको विवरण तयार गर्नुपर्नेछ ।

(४) वस्तुस्थिति विवरण तयारी तथा अद्यावधिकरण : संकलन गरेको सूचना, आधार नक्सा र वस्तुस्थिति विवरणबाट प्राप्त सूचनाको आधारमा विषय क्षेत्रगत रूपमा गाउँपालिकाको यथार्थ अवस्था झल्किने गरी वस्तुस्थिति विश्लेषण सहितको विवरण तयारी तथा अद्यावधिक गर्नुपर्नेछ । यसरी विवरण तयार गर्दा गाउँपालिकाको वस्तुस्थिति विवरण तयारी कार्यविधि, २०७५ को अनुसूची २ अनुसार गर्नुपर्नेछ ।

(५) सम्पर्क तथा सुझाव डेस्क: परामर्शदाताले सम्झौता भएको मिति देखि आवधिक योजनाको अन्तिम प्रतिवेदन पेश नभएसम्मको अवधिको लागि गाउँपालिकाको कार्यालयमा एक ओटा सम्पर्क तथा सुझाव डेस्क अनिवार्य राख्नु पर्नेछ ।

४.६ दीर्घकालिन सोच, लक्ष्य, उद्देश्य, रणनीति तथा प्राथमिकता निर्धारण :

आवधिक योजनाको सोच तयार गर्दा स्थानीय दीर्घकालीन सोच वा दीर्घकालीन योजना तयार भएको भए सोको मार्गचित्र वा परिदृश्यको आधारमा तयार गर्नुपर्नेछ । दीर्घकालिन योजनामा दीर्घकीन सोच, वा दीर्घकालीन योजना तयार भएको भए सोको मार्गचित्र वा परिदृश्यको आधारमा तयार गर्नुपर्नेछ । दीर्घकालीन योजनामा दीर्घकालीन सोच, दीर्घकालीन स्थानीय लक्ष्य, रणनीति, कार्यनीति, प्रमुख सम्बाहक सहयोगी क्षेत्र, दीर्घकालीन सोचका प्रमुख परिमाणात्मक लक्ष्यहरू र विषय क्षेत्रगत सोच तथा प्राथमिकता निर्धारण गर्दा प्रमुख सरोकारवालाहरूको सहभागिता तथा कार्यशाला गोष्ठीको प्रक्रियाबाट गर्नुपर्नेछ ।

४.७ संभाव्य स्रोतको अनुमान, प्रक्षेपण र क्षेत्रगत बाँडफाँट

आवधिक योजना अवधिमा उपलब्ध हुन सक्ने सम्भाव्य स्रोतको आंकलन तथा विश्लेषण गर्दा आन्तरिक र बाह्य स्रोतबाट प्राप्त हुन सक्ने आयका अतिरिक्त निजी, गैरसरकारी, सहकारी र समुदाय लयायत सबै सरोकारवालबाट लगानी हुन सक्ने स्रोतहरू समेतको आंकलन गरी योजनामा उपलब्ध हुन सक्ने कुल स्रोतको प्रक्षेपण र क्षेत्रगत रूपमा बाडफाँट गर्नुपर्नेछ । यसका लागि स्थानीय तहको योजना तर्जुमा दिग्दर्शन, २०७८ ले दिएको ढाँचाको उपयोग गर्नुपर्नेछ ।

४.८ मानव संसाधनको आवश्यकताको पहिचान र प्रक्षेपण :

आवधिक योजनाको समष्टिगत लक्ष्य तथा उद्देश्य प्राप्त गर्नका लागि निर्धारित रणनीति तथा कार्यनीति अनुसार कार्यक्रम सञ्चालन गर्न आवश्यकता तथा कार्यबोझको आधारमा जनशक्ति प्रक्षेपण गर्नुपर्नेछ ।

४.९ विषय क्षेत्रगत योजना तर्जुमा :

विषयगत क्षेत्रको योजना तर्जुमा गर्दा स्थानगत योजनाको अवधारणामा स्थानीय तहको योजना तर्जुमा दिग्दर्शन, २०७८ ले उल्लेख गरेका विषय क्षेत्रहरू समेट्नु पर्नेछ । स्थानीय तहको वार्षिक योजना तथा बजेट तर्जुमा समितिको लागि गठित विषयगत योजना तर्जुमा समिति तथा सम्बन्धित विषय क्षेत्रका सरोकारवालासँगको सहभागितामा कार्यशाला गोष्ठी तथा परामर्श गरी विषय क्षेत्रगत योजना तर्जुमा गर्नुपर्नेछ । विषय क्षेत्रगत योजनामा सो विषय क्षेत्रको पृष्ठभूमी, समस्या र चुनौती सम्भावना तथा अवसर, लक्ष्य, उद्देश्य, रणनीति र कार्यनीति, प्रमुख कार्यक्रम तथा आयोजना, जोखिम तथा पूर्व अनुमान, अपेक्षित र नतिजा खाका तर्जुमा गर्नुपर्नेछ ।

४.१० आवधिक योजनाको दस्तावेजको मस्यौदा तयारी :

वस्तुस्थिति विवरण र अन्य स्रोतबाट प्राप्त आधार सूचना, योजना तर्जुमा कार्यशाला गोष्ठीको नतिजा, विषय क्षेत्रगत योजना तर्जुमा समितिको छलफल र परामर्शबाट प्राप्त निष्कर्षलाई तर्कबद्ध रूपमा लिपिबद्ध गरी आवधिक योजना दस्तावेजको प्रारम्भिक मस्यौदा तयार गर्नुपर्नेछ ।

४.११ मस्यौदा प्रस्तुति, सुझाव संकलन तथा अन्तिम स्वरूप प्रदान :

आवाधिक योजनाको प्रारम्भिक मस्यौदा दस्तावेजलाई सरोकारवाला माझ प्रस्तुत गरी सुझाव संकलन गर्नुपर्नेछ । यसरी सुझाव संकलन गर्दा कार्यपालिका पदाधिकारी तथा विषयगत समितिका पदाधिकारी शाखा महाशाखाका कर्मचारी, राजनैतिक दल, बागमती प्रदेश प्रदेश सुशासन केन्द्र वा सङ्घीय मामिला तथा सामान्य प्रशासन मन्त्रालय तथा सरोकारवालासँग कार्यशाला/ गोष्ठी मार्फत बृहत रूपमा छलफल गरी सुझाव संकलन गर्नुपर्नेछ । प्राप्त सुझाव तथा पृष्ठपोषणको आधारमा आवधिक योजनाको प्रारम्भिक मस्यौदालाई परिमार्जन गरी परिमार्जित अन्तिम मस्यौदा तयार गर्नुपर्नेछ । गुणस्तर सुनिश्चितताका लागि अन्तिम मस्यौदालाई प्रदेश सुशासन केन्द्र तथा संघीय मामिला तथा सामान्य प्रशासन मन्त्रालय पठाउनु पर्नेछ । प्रदेश सुशासन केन्द्र वा संघीय मामिला सामान्य प्रशासन मन्त्रालयबाट प्राप्त सुझाव तथा पृष्ठपोषणलाई समावेश गरी आवधिक योजनाको दस्तावेजलाई अन्तिम स्वरूप प्रदान गर्नुपर्नेछ ।

५. परामर्श सेवा प्रदायक संस्थाले सम्पन्न गर्नुपर्ने कार्यहरु :

माथि बुँदा ४ मा उल्लेखित विधि र प्रकृया पुरा गरी द्विपक्षीय सम्झौतामा आधारित भएर स्थानीय तहको योजना तर्जुमा दिग्दर्शन, २०७८ को परिच्छेद २ को दफा २.६.९ सँग सम्बन्धित अनुसूची ६ मा दिइएको विषयवस्तु तथा ढाँचामा गाउँपालिकाको पञ्चवर्षीय आवधिक योजना तर्जुमा गरी सोको प्रिन्टेड प्रति ३ र विद्युतीय प्रति गाउँपालिकामा पेश गर्नुपर्नेछ ।

६. परामर्श सेवा प्रदायक संस्थाको योग्यता र अनुभव

६.१ परामर्श सेवा प्रदायक संस्थाको योग्यता र अनुभव :

सेवा प्रदायक संस्थासँग स्थानीय तहको आवधिक योजना निर्माण, विषयगत तथा रणनीतिक योजना गरेको अनुभव भएको हुनुपर्नेछ । कार्यशर्तमा उल्लेख भए अनुसारको जनशक्तिहरुको उपलब्धता भएको हुनुपर्नेछ । सार्वजनिक खरिद सम्बन्धी कानूनले योग्य मानेको परामर्शदाता संस्था, फर्म वा कम्पनी यस परामर्श सेवाको लागि योग्य मानिनेछ । सेवाप्रदायक संस्थासँग यस कार्य सम्पादनको लागि देहाय बमोजिमको जनशक्ति हुनुपर्नेछ तर व्यक्तिगत परामर्शदाताहरुले (VAT मा दर्ताभएका) समेत आवधिक योजनाका लागि आवेदन दिन सक्नेछन ।

६.२ विज्ञ टोल तथा टोली सदस्यहरुको योग्यता तथा अनुभव :

परामर्श सेवा प्रदान गर्ने आवेदन सेवा प्रदायकले निम्नानुसारको विज्ञ टोलीको व्यवस्था एवं परिचालन गर्नु पर्नेछ ।

(क) टोली प्रमुख : विकास योजना वा अन्य उपयुक्त सामाजिक विज्ञानका विषयमा मान्यता प्राप्त विश्व विद्यालयबाट स्नातकोत्तर उतीर्ण भई स्थानीय तहको आवधिक योजना/गुरु तर्जुमाका क्षेत्रमा नेतृत्व गरेको कम्तिमा ५ वर्षको अनुभव भएको नेपाली भाषामा प्रतिवेदन लेख्ने दक्षता भएको र स्थानीय तहको परिवेश बारे राम्रो ज्ञान भएको हुनुपर्नेछ ।

(ख) अर्थशास्त्री/ वित्तीय विश्लेषक: मान्यता प्राप्त विद्यालयबाट अर्थशास्त्र विषयमा स्नातकोत्तर उतीर्ण भई आवधिक योजना तर्जुमाको क्षेत्रमा कम्तिमा ३ वर्षको अनुभव भएको । योजना तर्जुमा गर्दा आर्थिक तथा गैह्रआर्थिक क्षेत्रका कार्यक्रम अनुसार लागत अनुमान गर्ने साथै स्थानीय तहको बजेट प्रणालिको बारेमा ज्ञान भई वित्तीय विश्लेषण गर्न सक्ने नेपाली भाषामा प्रतिवेदन लेख्ने क्षमता भएको हुनुपर्नेछ ।

- (ग) शहरी विकास विज्ञ तथा पूर्वाधार विज्ञ : सिभिल इन्जिनियरिङ वा सो सरहको इन्जिनियरिङ विषयमा स्नातकोत्तर गरी नेपाल इन्जिनियरिङ काउन्सिलमा दर्ता भई आवाधिक योजना तर्जुमाको क्षेत्रमा ३ वर्षको अनुभव भएको । स्थानीय तहमा भौतिक पूर्वाधारको अवस्था बारे राम्रो ज्ञान भएको र नेपाली भाषामा प्रतिवेदन लेख्ने क्षमता हनुपर्नेछ ।
- (घ) GIS Experts : GIS विषयमा स्नातक गरी कम्तिमा ३ वर्ष GIS सम्बन्धी काम गरेको अनुभव भएको ।
- (ङ) लैङ्गिक समानता तथा समाजिक समावेशिकरण विज्ञ : समाजशास्त्र तथा अन्य विषयमा स्नातकोत्तर गरी लैङ्गिक समानता तथा सामाजिक समावेशिकरण सम्बन्धि क्षेत्रमा कम्तिमा ३ वर्ष कार्य अनुभव भएको ।
- (च) कम्प्युटर अपरेटर : नेपाली युनिकोड तथा अंग्रेजी टाईप गर्न सक्ने । तथ्यांक व्यवस्थापन गर्न सक्ने र प्रतिवेदन तयारिमा दक्षता भएको ।

७. समयावधि :

सेवा प्रदायको समय अवधि २ महिनाको हुनेछ । आवाधिक योजना तर्जुमाको प्रक्रियागत चरण तथा क्रियाकलापहरु देहायबमोजिम समय अवधि हुनेछन ।

चरण सम्पन्न गर्नुपर्ने मुख्य क्रियाकलापहरु	समायवधि	कैफियत
विज्ञ टोलीको नियुक्ति, जिम्मेवारी प्रदान र परिचालन	७ दिन	
गाउँपालिकासँग समन्वय बैठकको आयोजना		
सान्दर्भिक दस्तावेजहरुको संकलन तथा समिक्षा		
योजना तर्जुमाको चरण	४८ दिन	
स्थानीय तहको जनप्रतिनिधि कर्मचारी तथा अन्य सरोकारवालाहरुलाई आवधिक योजनाको आवश्यकता र प्रक्रियाको बारेमा अभिमुखिकरण कार्यक्रमको संचालन		
विषयगत समितिहरुको गठन		
विकासको विद्यमान स्थिति तथा उपलब्धिको समिक्षा		
तथ्यांक संकलन, प्रशोधन तथा विश्लेषणका लागि सम्बन्धित सरोकारवालासँग छलफल तथा आधार नक्शाको तयारी		
तथ्यांक संकलन, विश्लेषण गरी सम्बन्धित सरोकारवालाहरुबाट प्रमाणिकरण कार्यशाला		
निर्वाचित जनप्रतिनिधि, कर्मचारी र सरोकारवालाहरुको सहभागिता		
विषयगत समस्या विश्लेषण तथा आवश्यकता पहिचान कार्यशालाको आयोजना		
दीर्घकालिन सोच, लक्ष्य तथ उद्देश्य निर्धारण कार्यशाला		
अपेक्षित प्रतिफल र सूचक निर्धारण		
विषय क्षेत्रगत योजना तर्जुमा लक्ष्य, उद्देश्य, रणनीति, कार्यनीति र कार्यक्रम तथा आयोजना निर्धारण		
मानव संसाधनको आवश्यकता पहिचान र प्रक्षेपण		
श्रोत अनुमान, प्रक्षेपण तथा क्षेत्रगत बाडफाँट		
आवधिक योजनाको प्रारम्भिक मस्यौदा तयारी		
प्रारम्भिक मस्यौदाको प्रस्तुति तथा छलफल कार्यशाला		
विषयगत योजना मस्यौदा सम्बन्धित समितिमा प्रस्तुति र छलफल गराई अन्तिम मस्यौदा तयारी		
आवधिक योजनाको मस्यौदा पृष्ठपोषण तथ मापदण्ड एवं गुणस्तर सुनिश्चितताको लागि प्रदेश सुशासन केन्द्र वा सङ्घीय मामिला तथा सामान्य प्रशासन मन्त्रालयमा पेश		

संघीय मामिला तथा सामान्य प्रशासन मन्त्रालयबाट प्राप्त सुझावहरूलाई समावेश गरी आवधिक योजनालाई अन्तिम स्वरूप दिने		
ड्राफ्ट प्रतिवेदन कार्यालयमा बुझाउनु पर्ने	५० दिन	
प्रमाणिकरण, स्वीकृति र पेश	१० दिन	
आवधिक योजनाको दस्तावेजलाई गाउँ कार्यपालिकामा पेश र स्वीकृती		
गाउँ कार्यपालिकाको स्वीकृति पश्चात योजना तथा कार्यसम्पन्न प्रतिवेदन		

८. कार्य सम्पन्न गर्न सेवा प्रदायक संस्थाको अनुमानित जनशक्ति र कार्यदिन

क्र स	आवश्यक जनशक्ति	जम्मा कार्यदिन	कार्यप्रकृति		कैफियत
			स्थलगत	आन्तरिक	
१	टोली प्रमुख	६०	३०	३०	
२	अर्थशास्त्री/ वित्तीय विश्लेषक	५०	२०	३०	
३	शहरी विकास विज्ञ	५०	३०	२०	
४	GIS expert	३०	२०	१०	
५	लै स सा स विज्ञ	३०	२०	१०	
६	कम्प्युटर अपरेटर	६०	२०	४०	
	जम्मा कार्यदिन	२८०	३०		

९. सेवा प्रदायक संस्थाले बुझाउनु पर्ने प्रतिवेदन तथा कागजातहरू :

टोलि नेता तथा सेवा प्रदायक संस्थाले तल उल्लेख भए अनुसारका बुझाउनु पर्नेछ ।

(क) कार्य योजना सहितको प्रारम्भिक प्रतिवेदन :

सेवा प्रदायक संस्थाले सरोकारवालासँग प्रारम्भिक छलफल र अन्तरक्रिया पछि यस कार्य शर्त बमोजिमको कार्य सम्पादन गर्नुपर्ने मुख्य क्रियाकलापहरूको चरणबद्ध कार्ययोजना, समय तालिका, विधि, प्रकृया आवश्यक तथ्यांक संकलन गर्ने फाराम तथा सुचाङ्कसहितको प्रारम्भिक प्रतिवेदन सम्झौता गरेको मितिले १५ दिन भित्र पेश गर्नुपर्नेछ । गाउँपालिका अध्यक्षको संयोजकत्वमा गठित निर्देशक समितिले यो सुरुवाती प्रतिवेदन स्वीकृत गरेपछि परामर्शदाताले तत्पश्चातको कार्य शुरु गर्ने ।

(ख) दस्तावेज तथा प्रतिवेदनहरू :

- संकलित सबै तथ्याङ्क
- कार्यशाला, छलफल, बैठकको उपस्थिति तथा निर्णय पुस्तिकाको प्रति
- अन्य दस्तावेज
- स्थानीय तहको अद्यावधिक गरिएको स्थिति पत्र /पाश्चचित्र

(ग) मस्यौदा प्रतिवेदन

यस कार्यशर्तको कार्यक्षेत्र भित्र रहेर स्थानीय तहको योजना तर्जुमा दिग्दर्शन २०७८ को परिच्छेद २ को दफा २.६.९ मा उल्लेख भएको विषयवस्तु तथा ढाँचामा शैलुङ गाउँपालिकाको पञ्चवर्षीय आवधिक योजनाको मस्यौदा सम्झौता गरेको मितिले ७५ दिन भित्र पेश गर्नुपर्नेछ ।

(घ) अन्तिम मस्यौदा प्रतिवेदन :

यस कार्यशर्त विवरण, सम्झौताको शर्त र कार्ययोजना अनुसार विभिन्न सरोकारवालाबाट प्राप्त पृष्ठपोषणलाई समेत ध्यान दिई स्थानीय आवश्यकता, प्राथमिकता र विकासका संभावनाहरूका आधारमा मनाङ डिस्ट्याड गाउँपालिकाको दीर्घकालीन सोच, विकास रणनीति र प्राथमिकतासहितको तोकिएको ढाँचा अनुसरण गरी आवश्यक दस्तावेज सहित आवधिक योजनाको अन्तिम दस्तावेज सम्झौता गरेको मितिले ६० दिन भित्र बुझाउनुपर्नेछ ।

१०. अनुगमन तथा गुणस्तर नियन्त्रण :

सेवा प्रदायकले साप्ताहिक रूपमा कामको प्रगति अद्यावधिक योजनाको निर्माणको लागि गाउँपालिकामा गठित सहजीकरण समिति र निर्देशक समितमा पेश गर्ने छ । सहजीकरण समिति र निर्देशक समितिबाट प्राप्त पृष्ठपोषण अनुसार परामर्शदाताले आफ्नो कामको तौरतरिका तथा प्रकृत्यामा समायमा नै सुधार गरी कामको गुणस्तरको सुनिश्चितता गर्नुपर्नेछ । शैलुङ गाउँकार्यपालिकाको कार्यशर्त बमोजिम काम भए नभएको स्थलगत अनुगमन तथा मस्यौदा प्रतिवेदनको अध्ययन गरी निर्देशक सहजीकरण समितिमा छलफल गराइ आवश्यकता अनुसार निर्णय लिने र कामको गुणस्तरको सुनिश्चितता गर्नेछ । आवधिक योजनाको अन्तिम मस्यौदा प्राप्त भएपछि उक्त मस्यौदा उपर गाउँपालिकामा रहेको मुल्याङ्कन समितिले आवधिक विकास योजनाको मस्यौदामा छलफल गरी गुणस्तर एकिन गर्ने तथा संघीय मामिला तथा सामान्य प्रशासन मन्त्रालयको सहजीकरण तथा समन्वय समितिले उपलब्ध गराएको पृष्ठपोषणलाई समावेश गरी अन्तिम प्रतिवेदन तयार पार्नु परामर्शदातको कर्तव्य हुनेछ ।

११. कामको स्वामित्व:

यस आवधिक योजनाको सम्पूर्ण स्वामित्व शैलुङ गाउँपालिकाको रहनेछ । यस कार्यक्रमसँग सम्बन्धित प्रतिवेदन तथा सान्दर्भिक कागजात, संकलित तथ्यांक आदिको स्वामित्व यस शैलुङमा रहनेछ ।

१२. विनियोजित बजेट तथा भुक्तानी योजना (Budget Allocation & Payment Plan)

यस कार्यको लागि कुल बजेट रु. १००००००/- (अक्षरुपि रु. दश लाख मात्र) रहेको छ । यस बजेटले परामर्शदाताको जनशक्तिको तलब, भत्ता, यातायात, तथ्यांक संकलन खर्च, कार्यशाला संचालन खर्च, प्रसाशनिक खर्च लागायतको सम्पूर्ण खर्च समेट्ने छ । परामर्शदाताले आर्थिक प्रस्तावमा तोकिए अनुसारको शिर्षकमा रकम प्रस्ताव गर्न सक्नेछन । यस रकममा नेपाल सरकारको नियमानुसार लाग्ने मूल्य अभिवृद्धि कर समेत सामवेश गरिएको छ । प्रचलित कानून मुताबिक र सम्झौतामा उल्लेख गरि नियमानुसार निम्नानुसार किस्तामा रकम भुक्तानी गराउन सकिनेछ ।

पहिलो किस्ता रकम, कुल सम्झौता रकमको २०% रकम परामर्शदाताले सम्झौतामा हस्ताक्षर गरेर नियमानुसार पहिलो प्रारम्भिक प्रतिवेदन पेश गरे पश्चात लिन चाहेमा बैंक जमानत पेश गरी लिन सक्नेछन ।

दोस्रो किस्ता रकम, कुल सम्झौता रकमको २०% रकम परामर्शदाताले ड्राफ्ट प्रतिवेदन पेश गरेपछि तोकिए बमोजिम कार्यसम्पादनको आधारमा कार्य प्रगति प्रतिवेदन पेश गरे पश्चात लिन चाहेमा बैंक जमानत पेश गरी लिन सक्नेछन ।

तेस्रो तथा अन्तिम किस्ता रकम अर्थात् कुल सम्झौता रकमको बाँकि रकम परामर्शदाताले गुणस्तर प्ररिक्षणको लागि संघीय मामिला तथा सामान्य प्रशासन मन्त्रालय वा प्रदेश सुशासन केन्द्र बागमति प्रदेश सरकारले गुणस्तर परिक्षण गरी उक्त पृष्ठपोषण अन्तिम प्रतिवेदनमा समावेश गरेर समग्र योजनाको कार्य सम्पन्न गरि सकेपछि तोकिए अनुसार बिल भर्पाई पेस गरि प्राप्त गर्नेछन ।

१३. प्रस्ताव पेश गर्ने तरिका (Guideline for Submission of Proposal)

परामर्शदाताले तोकिएको प्रस्तावको ढाँचामा छुट्टाछुट्टै खाममा बाहिर प्राविधिक र आर्थिक प्रस्ताव उल्लेख गरि प्रस्तावकको नाम र ठेगाना सहित सिलबन्दी गरि प्रस्ताव पेश गर्नु पर्नेछ । प्रस्तावको हार्ड कपि मात्र स्वीकार गरिनेछ । प्राविधिक प्रस्तावलाई टाइम्स न्यु रोमन १२ मा पृष्ठभूमि, कार्यक्षेत्रगत शर्तमाथि बुझाई, अनुसन्धानको बिधि र तरिका, मानव संसाधन लयागत बिस्तृत रुपमा वर्णनगरि पेश गरिएको हुनु पर्नेछ । आर्थिक प्रस्तावको हकमा मानव संसाधन खर्च, फिल्ड भत्ता, यातायात, कार्यशाला, गोष्ठीको खर्च हिसाब गरि कुल बजेटमा ननाघ्ने गरी Excel Sheet Format मा तयार गरि पेश गर्नु पर्नेछ । प्रस्ताव सम्बन्धि विस्तृत विवरण अनुरोध प्रस्ताव फारममा उल्लेख गरिएको छ ।

१४. प्रस्ताव मूल्यांकन गर्ने तरिका (Methods of Evaluation of Proposal)

प्रस्ताव मूल्यांकन गर्दा खरिद ऐन, २०६३ (संसोधन सहित) र नियमावली, २०६४ (संसोधन सहित) अनुसार प्राविधिक प्रस्तावको अंक भार ८० र आर्थिक प्रस्तावको न्यूनतम रकम प्रस्ताव गर्ने प्रस्तावकलाई २० अंक प्रदान गरिने छ । प्राविधिक र आर्थिक प्रस्तावको कुल अंकमा सबै भन्दा बढि अंक ल्याउने प्रस्तावलाई आवधिक योजना निर्माणको लागि छनौट गरि सम्झौता गरिनेछ र दोश्रो र तेश्रो स्थान प्राप्त गर्ने प्रस्तावलाई क्रमशः बैकल्पिक सूचीमा राखिने छ । छनौट भएको परामर्शदाताले कार्यदिश प्राप्त भएपछि तुरुन्त कार्यारम्भ गर्नु पर्नेछ । यस कार्यक्षेत्र गत शर्तमा उल्लेख हुन नसकेका अन्य कुराहरु प्रचलित कानून बमोजिम हुनेछन । प्राविधिक प्रस्तावको मूल्यांकन गर्दा तल दिइएको अंक भारका आधारमा गरिनेछ ।

- फर्मको अनुभव: अंक १०
- कार्यक्षेत्रगत शर्त माथिको बुझाई: अंक १०
- आवधिक योजना तर्जुमाको उपयुक्त बिधि र तथ्यांक संकलनको प्रक्रिया: अंक २०
- मानव संसाधनको योग्यता र अनुभव: अंक ६०



PROCUREMENT DOCUMENT

For Procurement of Consulting Services at Municipal Level

Issued by:

Shailung Rural Municipality

Katakuti, Dolakha

Bagamati Province

SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

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

Section 2: Instructions to Consultants, Data Sheet

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

Section 3: Technical Proposal – Standard Forms

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

Section 4: Financial Proposal – Standard Forms

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

Section 5: Section 7: Terms of Reference (ToRs)

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

Section 6: Standard Forms of Contract

This section describes some key provisions on Memorandum of Understanding with selected consultant/firm for the agreed services.

REQUEST FOR PROPOSALS

RFP No: SRM/PP/QCBS/1-2080/081

Selection of Consulting Services for:

**To Procure Service for Periodic Plan Preparation in the
Shailung Rural Municipality**

Project Name: Preparation of Periodic Plan of Shailung Rural Municipality
Office Name: Shailung Rural Municipality, Office of the rural municipal executive
Office Address: Katakuti, Dolakha, Bagmati Province

Issue Date: 9/4/2024

Table of Contents

SUMMARY DESCRIPTION	i
REQUEST FOR PROPOSALS	i
Table of Contents.....	ii
Section 1. Letter of Invitation.....	iii
Section 2. Information to Consultants	iv
Section 3. Technical Proposal - Standard Forms	13
Section 4. Financial Proposal - Standard Forms	18
Section 5. Terms of Reference	20
Section 6. Standard Forms of Contract.....	21

Section 1. Letter of Invitation

Section 2. Information to Consultants

A. INSTRUCTION TO CONSULTANTS:

1. Introduction	<p>1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.</p> <p>1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.</p> <p>1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.</p> <p>1.6 GoN and Provincial Government (PG) (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.</p> <p>1.7. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:</p> <p>1.7.1. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.</p> <p>1.7.2. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.</p> <p>1.7.3. Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN/PGs</p>
------------------------	--

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

	<p>source of inquiry) to all invited consultants who intend to submit proposals.</p> <p>2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.</p>
3. Preparation of Proposal	<p>3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.</p>
Technical Proposal	<p>3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <p>If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.</p> <p>For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> <p>It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.</p> <p>Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.</p> <p>Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</p> <p>Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.</p> <p>3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <p>A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the client, location and duration of the assignment, contract amount, and consultant's involvement.</p>

	<p>Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).</p> <p>A description of the methodology and work plan for performing the assignment (Section 3D).</p> <p>The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).</p> <p>CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.</p> <p>Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</p> <p>A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.</p> <p>Any additional information requested in the Data Sheet.</p>
	<p>3.5 The Technical Proposal shall not include any financial information.</p>
Financial Proposal	<p>3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.</p> <p>3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.</p> <p>3.8 Consultants shall express the price of their services in Nepalese Rupees.</p> <p>3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.</p>
4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such</p>

	<p>corrections must be initialled by the persons or person who sign(s) the proposals.</p> <p>4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.</p> <p>4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”</p> <p>4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.</p> <p>4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client’s Procurement Unit until all submitted proposals are opened publicly.</p>
5. Proposal Evaluation	
General	<p>5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.</p> <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.</p>
Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS))	<p>5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular <u>proposal</u>. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in</p>

	accordance with the instructions given in para. 1.2 and the Data Sheet.
Public Opening and Evaluation of Financial Proposals (CBS Only)	5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.
Public Opening and Evaluation of Financial Proposals (QCBS , FBS,LCBS)	<p>5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.</p> <p>5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.</p> <p>5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.</p> <p>5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.</p> <p>5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>
6. Negotiations	<p>6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.</p> <p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The</p>

	<p>agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.</p> <p>6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.</p> <p>6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.</p> <p>6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.</p>
7. Award of Contract	<p>7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.</p> <p>7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p>

	<p>7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application</p> <p>7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.</p> <p>7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.</p> <p>7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
8. Confidentiality	<p>8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.</p>
9. Conduct of Consultants	<p>9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act, 2063 (including Revisions) and Regulations, 2064 (including Revisions)</p> <p>9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ul style="list-style-type: none"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
10. Blacklisting Consultant	<p>10.1 Without prejudice to any other rights of the Employer under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2 b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3 c) if it is proved later that the bidder/contractor has committed

	<p>substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract</p> <p>d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.</p> <p>e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information</p> <p>f) other acts mentioned in the Data Sheet or SCC</p> <p>10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.</p>
--	--

B. DATA SHEET:

1.1	The name of the Client is: Shailung Rural Municipality The method of selection is: QCBS
1.2	The name, objectives, and description of the assignment are: Name: To Procure the Service for preparation periodic plan of Shailung Rural Municipality Objectives: The overall objective of this assignment is to prepare periodic plan of a Baudikali local government Description: Please Refer to Terms of Reference (ToR)
1.3	A pre-proposal conference will be held: No The name (s), address(es), and telephone numbers of the Client's official (s) are: Name: Shailung Rural Municipality Address: Katakuti,Dolakha Tel: 9849825271,9851249924 Email: ito.shailungmun@gmail.com
1.4	The Client will provide the following inputs: <ul style="list-style-type: none">• Budget for the study• Briefings on nature of planning process• Regular guidance and monitoring on planning process• Quality assurance, workshop organization, consultations and other coordinating support to consultants
1.5	Clarifications may be requested 7 days before the submission date The address for requesting clarifications is: As Indicated in 1.3 of this Data Sheet
1.6	Proposals should be submitted in the following language(s): English or Nepali
1.7	(i) Consultants/entity may associate with other short-listed consultants: No (ii) The estimated number of professional As per ToR (iii) Available Budget NPR. 10Lakh Only, including VAT and all other applicable tax as per GoN (iv) The minimum required experience of proposed professional staff is: As Mentioned in ToR (vi) Reports that are part of the assignment must be written in the following language(s): Nepali
1.8	(vii) Training is a specific component of this assignment: No (viii) Additional information in the Technical Proposal includes: As Per ToR
1.9	Proposals must remain valid 90 days after the submission.
1.10	Consultants must submit 3 original copy and also must provide softcopy .

1.11	The proposal submission address: Information on the outer envelope should also include: Same as in 1.3 of Data Sheet																						
1.12	Proposals must be submitted no later than: 15 Days. Proposal will open by 12:00 Hours of 16 th Day																						
1.13	<p>The number of points to be given under each of the evaluation criteria are:</p> <table> <thead> <tr> <th></th><th>Points</th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of consultant related to the assignment</td><td>10</td></tr> <tr> <td> <ul style="list-style-type: none"> • Past experience development of similar type plan \ • Past experience working with GoN/Province/Local government • Experience in similar nature of plan formulation </td><td></td></tr> <tr> <td>(ii) Technical approach and methodology</td><td>30</td></tr> <tr> <td> <ul style="list-style-type: none"> • Understanding on ToR • Adequacy of proposed methodology and assessment of different sectors • Data collection, analysis and interpretation, planning process, consultation methods, and detail periodic plan formulation • Work implementation Plan </td><td></td></tr> <tr> <td>(iii) Qualifications and competence of the key staff for the Assignment (Team Leader and other thematic specialist/experts)</td><td>60</td></tr> <tr> <td>Total Points:</td><td>100</td></tr> </tbody> </table> <p>The number of points to be given under each evaluation sub criteria for qualifications of staff are:</p> <table> <thead> <tr> <th></th><th>Points</th></tr> </thead> <tbody> <tr> <td>(a) General qualifications</td><td>30%</td></tr> <tr> <td>(b) Adequacy for the project (Experience of the personnel)</td><td>70%</td></tr> <tr> <td> <ul style="list-style-type: none"> • Past experience in development of periodic or strategic plan development with government • Experience in writing plan in Nepali language </td><td></td></tr> </tbody> </table> <p><i>The minimum technical score required to pass is 60</i></p>		Points	(i) Specific experience of consultant related to the assignment	10	<ul style="list-style-type: none"> • Past experience development of similar type plan \ • Past experience working with GoN/Province/Local government • Experience in similar nature of plan formulation 		(ii) Technical approach and methodology	30	<ul style="list-style-type: none"> • Understanding on ToR • Adequacy of proposed methodology and assessment of different sectors • Data collection, analysis and interpretation, planning process, consultation methods, and detail periodic plan formulation • Work implementation Plan 		(iii) Qualifications and competence of the key staff for the Assignment (Team Leader and other thematic specialist/experts)	60	Total Points:	100		Points	(a) General qualifications	30%	(b) Adequacy for the project (Experience of the personnel)	70%	<ul style="list-style-type: none"> • Past experience in development of periodic or strategic plan development with government • Experience in writing plan in Nepali language 	
	Points																						
(i) Specific experience of consultant related to the assignment	10																						
<ul style="list-style-type: none"> • Past experience development of similar type plan \ • Past experience working with GoN/Province/Local government • Experience in similar nature of plan formulation 																							
(ii) Technical approach and methodology	30																						
<ul style="list-style-type: none"> • Understanding on ToR • Adequacy of proposed methodology and assessment of different sectors • Data collection, analysis and interpretation, planning process, consultation methods, and detail periodic plan formulation • Work implementation Plan 																							
(iii) Qualifications and competence of the key staff for the Assignment (Team Leader and other thematic specialist/experts)	60																						
Total Points:	100																						
	Points																						
(a) General qualifications	30%																						
(b) Adequacy for the project (Experience of the personnel)	70%																						
<ul style="list-style-type: none"> • Past experience in development of periodic or strategic plan development with government • Experience in writing plan in Nepali language 																							
	The Budget Ceiling for the assignment is: NPR. 1000000																						
1.15	The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 80 P (Financial Proposal) = 20																						
1.16	The address for negotiations is: Same as in 1.3 of Data Sheet																						
1.17	The assignment is expected to commence on: Tentatively																						

Section 3. Technical Proposal - Standard Forms

[Location, Date]

To:

.....

.....

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for preparation of period plan at Shailung Rural municipality in accordance with your Request for Proposal dated BS and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed study staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant firm:

Address:

3A. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last **five** Years
That Best Illustrate Qualifications

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

Assignment Name	Country	Professional Staff Provided by Consultancy /Entity(profiles	Name of Client: Address	Start Date Month/Year	Completion Date Month/Year	Approx. Value of Services NRs	Description of Actual Services Provided by Your Staff

3B. TECHNICAL APPROACH AND METHODOLOGY OF THE STUDY

- Understanding of ToR
 - What are the needs mentioned in the ToR
 - Nature of study, relevency of plan, rationale, goal, objectives and expected results
 - Relevant comments upon ToR
- Methodology for Study
 - Study approach, methods and techniques, planning exercises, consultation workshops etc.
 - Literature reviews linked with particular plan
- Data collection and Analysis
 - Sampling design, data collection and analysis, findings and results and discussion.
 - thematic/sectoral plans/modules and draft reporting
- Work plan
 - Detail planning for each deliverables/activity with breakdown of given time period.

[illegible][illegible]

3D. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STUDY STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Key Qualifications:

[Give an outline of staff member's experience and research and plan formulation on most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Research/Study and Relevant Experience:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of study assignments/ researches/plan development. For experience in last seven years, also give types of activities performed and client references, where appropriate. Use about one page.]

Languages:

For Nepali and English language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date: _____

[Signature of staff member and authorized representative of the consultant] *Day/Month/Year*

Full name of staff member:_____

Full name of authorized representative of Consultant _____

Section 4. Financial Proposal - Standard Forms

[Location, Date]

To,

.....

.....

Dear Sir/Madam,

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant firm:

Address:

4a. SUMMARY OF CONSULANCY COSTS

SN	Particulars/Description	Amount in NPR.
A	Remuneration of Study Team	
A 1	Team Leader (unit x days x per unit cost)	
A 2	Economist (unit x days x per unit cost)	
A3	GIS Expert (unit x days x per unit cost).....	
A4	Urban Development Specialist (unit x days x per unit cost)	
A5	GESI specialist (Gender Equality and Social Inclusion)	
A 6	Computer Operator (unit x days x per unit cost)	
	Subtotal of A	
B.	Data Collection,Workshop,presentation, Communication and Reporting Cost	
B 1	Travel and Daily Allowances of Experts and other (unit x days x per unit cost)	
B 2	Stationary (unit x days x per unit cost)	
B 3	Communication (unit x days x per unit cost)	
B 4	Printing and Reporting (unit x days x per unit cost)	
	Subtotal of B	
C	Consultancy charge (not more than 10% of total cost)	
	Total of A and B and C	
	VAT @13%	
D	Grand Total including VAT	

Note: Costing heading can be added as per need.

Section 5. Terms of Reference

Please find the TOR and RFP attached with this.

Section 6. Standard Forms of Contract

General Conditions of Contract and Contract

Consultants' Services

Consulting Services for Services of Preparation for Development of Periodic Plan

Issued by:

Shailung Rural Municipality
Katakuti, Dolakha
Bagamati, Province

CONTRACT

THIS CONTRACT ("**Contract**") is entered into this **[insert starting date of assignment]**, by and between **[insert Client's name]** ("**the Client**") having its principal place of business at **[insert Client's address]**, and **[insert Consultant's name]** ("**the Consultant**") having its principal office located at **[insert Consultant's address]**.

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

The Consultant shall perform the services specified in Annex, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

The Consultant shall provide the personnel listed in Annex, "Consultant's Personnel," to perform the Services.

The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex ..., "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing **[insert starting date]** and continuing through **[insert completion date]**, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex, the Client shall pay the Consultant an amount not to exceed **[insert amount]**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

[insert amount Nepali Currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount in Nepali currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount in Nepali currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total:

C. Payment Conditions

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Client designates Mr. /Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex....., "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.¹

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Responsibility

The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

¹ *Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.*

**12. Law Governing
Contract and
Language**

The Contract shall be governed by the laws of Nepal and the language of the Contract shall be Nepali/English

**12. Dispute
Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

शैलुङ गाउँपालिका र परामर्शदाता बीच गरिने द्विपक्षीय करार सम्झौताको विवरण

यस शैलुङ गाउँपालिका (यसपछि पहिलो पक्ष भनिने) र..... फर्म वा कम्पनी वा कम्पनी वा परामर्शदाता (यस पछि दोश्रोपक्ष भनिने) बीच यस स्थानीय तहमा आवधिक योजना तर्जुमा गर्न देहायमा उल्लेखित शर्तहरूको पालना गरी आज मितिसाल.....महिना..... गते यो द्विपक्षीय सम्झौता गरि एक एक प्रति लियो दियो ।

पहिलो पक्षको जिम्मेवारी:

१. दोश्रो पक्षलाई कार्यक्षेत्रगत शर्त बमोजिमका आवधिक योजना तयार गरे वापत भ्याट सहित कुल जम्मा रु..... तलको किस्ता बमोजिम उपलब्ध गराउने ।

प्रथम किस्ता रु(बैक जमानत ल्याएमा)

दोश्रो किस्ता रु (बैक जमानत ल्याएमा)

अन्तिम किस्ता रु.....(कार्य सम्पन्न भएपछि)

दोश्रो पक्षले पहिलो किस्ता रकम निकाशा माग गर्न शुरुवाती प्रतिवेदन, दोश्रो किस्ताका लागि मस्यौदा प्रतिवेदन र अन्तिम किस्ताका लागि सम्पूर्ण कार्य सम्पन्न गरेका प्रतिवेदन तोकिएको ढाँचामा खर्च फाँटवारी समेत पेश गर्नुपर्नेछ ।

२. दोश्रो पक्षलाई कार्यक्रम कार्यान्वयन गर्न आवश्यक सहयोग, सल्लाह, सुझाव र निर्देशन दिने ।

३. योजना तर्जुमाको सिलसिलामा परामर्शदातालाई आवश्यक पर्ने सुझाव प्रदान गर्ने ।

४. समन्वयात्मक रुपमा एकीकृत आवधिक योजना निर्माण गर्न आवश्यक सहजिकरण गर्ने ।

५. कार्यक्रमको सरोकारवालाहरूसँग अन्तरक्रिया, परामर्श गर्ने, गुणस्तरका लागि सुझाव तथा पृष्ठपोषण दिने ।

परामर्शदाता..... (दोश्रो पक्ष) को जिम्मेवारी:

१. कार्यक्षेत्रगत शर्तमा उल्लेख भएका कार्य जिम्मेवारी र प्रकृयाका आधारमा तोकिएको समयमायोजना तयार गरि प्रतिवेदन र आवश्यक कागजातहरू पेश गर्ने ।

२. कार्यदेश प्राप्त भएपछि काम शुरु गर्ने र तोकिएको समयभित्र तोकिए अनुसार शुरुवाती प्रतिवेदन पेश गर्ने ।

३. कार्यक्षेत्रगत शर्त र प्राविधिक प्रस्तावमा उल्लेख भए बमोजिम डाटा संकलकहरू नियुक्त गर्ने र तालीम पश्चात कार्यक्षेत्रमा खटाउने ।

४. अध्ययनका लागि अनिवार्य रुपमा प्रस्ताव गरिएका कर्मचारी वा परामर्शदाता टोलीलाई सक्रिय रुपमा सहभागी गराउने ।

५.कार्यक्रम कार्यान्वयन गर्नका लागि नियमित रुपमा प्राविधिक टोलीलाई आवश्यक सहयोग उपलब्ध गराउने ।

६. योजना तर्जुमाको सिलसिलामा आवश्यक पर्ने तथ्याङ्क लगायत अन्य आवश्यक सुचना संकलनका लागि सम्बन्धित स्थानीय तह, स्थानीय इकाई, गैर सरकारी निकायहरू लगायत अन्य सम्बन्धित सहकारी, वित्तीय तथा निजी संस्थाहरूसँग कार्यगत समन्वय र साझेदारीता विकास गर्ने ।

७. योजना तयारीका चरणमा प्राप्त सुचनाहरूको प्रशोधन, विश्लेषण गरि मस्यौदा प्रतिवेदन तयार गरि पहिलो पक्षलाई उपलब्ध गराउने ।

८.नियमित रुपमा परामर्शदाताहरूको कार्यको अनुगमन गरी स्थालगत रुपमै सल्लाह, सुझाव र पृष्ठपोषण दिने ।

९.पहिलो पक्षबाट माग गरिएका अध्ययनसंग सम्बन्धित विवरण तथा तथ्यांकहरू उपलब्ध गराउने ।

१०. संघीय मामिला तथा सामान्य प्रशासन मन्त्रालय वा प्रदेश सुशासन केन्द्र, बागमती प्रदेश सरकारबाट प्राप्त सुझाव तथा पृष्ठपोषणहरूको पालना गर्ने। आवधिक योजना को ढाचा स्थानीय तहको आवधिक योजना सम्बन्धी दिग्दर्शन, २०७८ ले तोके बमोजिम तयार गरी पेश गर्नुपर्नेछ, अन्य कार्य प्रचलित ऐन, कानून र कार्यविधिले तोके बमोजिम गर्नुपर्नेछ ।

अन्य

१. यो द्विपक्षीय सम्झौताको अवधि..... देखि सम्म हुनेछ। यस अवधि भित्र दोश्रो पक्षले कार्य सम्पन्न गरि सक्नु पर्नेछ। अन्यथा गाउँपालिकाले अन्तिम भुक्तानी गर्न बाध्य हुने छैन।

माथि उल्लेखित सेवा र शर्तहरूको अधिनमा रहीकार्यक्रम सञ्चालन गर्न गराउन हाम्रो मञ्जुरी छ

प्रथम पक्षका तर्फबाट	दोश्रो पक्षका तर्फबाट
हस्ताक्षर:.. नाम : पद :. मिति : साक्षी हस्ताक्षर:. नाम : पद : मिति :	हस्ताक्षर:.. नाम : पद :. मिति : साक्षी हस्ताक्षर:. नाम :. पद : मिति :