

Handwritten signature and official stamp of the Shubhakalika Rural Municipality, Kalikot, Karnali Province, Nepal. The stamp includes the text 'शुभकालिका रूरा मन्सलपालिका, कालिकोट, कर्नाली प्रदेश, नेपाल' and the year '२०७३'.



**Shubhakalika Rural Municipality
Shukatiya, Kalikot
Karnali Province
Nepal**

REQUEST FOR PROPOSALS

For

The Procurement of

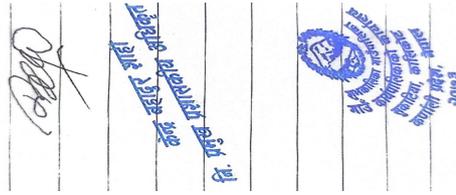
Consulting Services for Commercial Dhaka Production and Marketing Program in Shuvakalika Rural Municipality, Kalikot

Under

Contract/RFP Identification No:

SRM/KKT/RFP/01/2080/2081

Issued on:



Abbreviations

Abbreviations

GoN	Government of Nepal
IDO	Infrastructure Development Office
IDD	Infrastructure Development Directorate
MOPID	Ministry of Physical Infrastructure Development
DoR	Department of Roads
PPMO	Public Procurement Monitoring Office
PMEU	Planning, Monitoring and Evaluation Unit
CV	Curriculum Vitae
DP	Development Partner
EA	Executive Agency
EOI	Expression of Interest
RFP	Request for Proposal
PAN	Permanent Account Number
PPA	Public Procurement Act
PPR	Public Procurement Regulation
TOR	Terms of Reference
VAT	Value Added Tax
N/A	Not Applicable
BoQ	Bill of Quantities
PBoQ	Priced Bill of Quantities
EOT	Extension of Time
DPR	Detail Project Report
QCBS	Quality and Cost Based System
GCC	General Conditions of Contract
SCC	Special Conditions of Contracts
ITC	Information to Consultants
LoI	Letter of Invitation

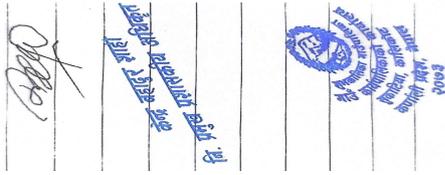
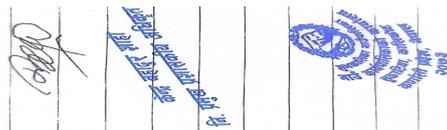


TABLE OF CONTENTS

Section 1. Letter of Invitation	3
Section 2. Instructions to Consultants and Data Sheet	4
Section 3. Technical Proposal – Standard Forms	31
Section 4. Financial Proposal - Standard Forms	45
Section 5. Eligible Countries	52
Section 6. Corrupt and Fraudulent Practices	53
Section 7. Terms of Reference	54
Section 8. Condition of Contract and Contract Forms	61
I. Form of Contract	62
II. General Conditions of Contract	74
III. Special Conditions of Contract	75
IV. Appendices	77
Appendix I: Term of Reference	77
Appendix II: Priced Bill of Quantities	77



PART 1

SECTION 1. LETTER OF INVITATION

Ref. No:

Date of Publication : 2081/02/15

Contract/RFP No: SRM/KKT/RFP/01/ 2080/2081

Dear Mr./Ms.:

1. Nepal Government, Ministry of Industry, Commerce and Supplies (MOICS), Shubhakalika Rural Municipality, Sukatiya Kalikot has allocated fund toward the cost of Consulting Services for Commercial Dhaka Production and Marketing Program in Shuvakalika Rural Municipality, Sukatiya Kalikot and intends to apply a portion of this to eligible payments under this Contract.
2. Shubhakalika Rural Municipality now invites proposals to provide the following Consulting Services for Commercial Dhaka Production and Marketing Program in Shuvakalika Rural Municipality, Kalikot. More details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants from the Standing List:
4. A consultant will be selected under Quality and Cost Based System (QCBS) and procedures described in this RFP.
5. 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
6. Shubhakalika Rural Municipality, Sukatiya Kalikot by facsimile 9848118811, or by E-mail ito.kalikamunkalikot@gmail.com
 - (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).
7. RFP **submitted with in 2081/02/29 17:00PM** at Shubhakalika Rural Municipality, Sukatiya Kalikot and **Opening at 2081/02/30 11:00AM** .
8. Bidder to submit;
 - a) Bid security amount 45000 cash or Bank guarantee from A class commercial bank
 - b) Bid document fee 1000



- c) For Bid document fee: account name : Shubhakalika Rural Municipality, Agriculture development bank sukatiya kalikot, Internal Revenue Account number 0725901535669050
- d) If cash should be deposited for bid bond, Shubhakalika Rural Municipality, Agriculture development bank sukatiya kalikot, Deposit Account number 0725901535669042
- e) Estimated Amount With VAT NRs. 1819300/-
- f) The bidder have to submit:
 - i) Company registrarion certificate
 - ii) Tax Clearance Certificate F/Y 2079/080
 - iii) Business Registrarion Certificate
 - iv) PAN Registration Certificate

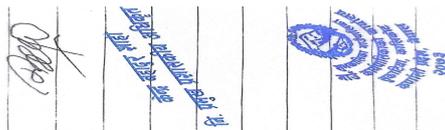
Yours sincerely,

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Chief Administrative Officer

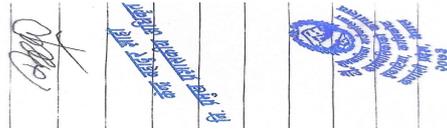
SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

A. General Provision	
1. Definitions	<ul style="list-style-type: none"> a. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. b. “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time. c. “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner. d. “Client” means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant. e. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. f. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed



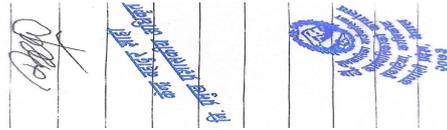
Section 2. Instructions to Consultants and Data Sheet

	<p>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 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</p>
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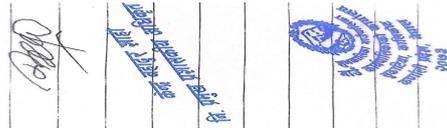
Section 2. Instructions to Consultants and Data Sheet

	<p>subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>v. “TOR” (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>
<p>2. Introduction</p>	<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.</p> <p>2.3 The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.4 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>2.5 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>
<p>3. Conflict of Interest</p>	<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>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing</p>



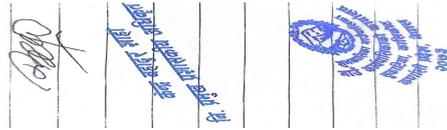
Section 2. Instructions to Consultants and Data Sheet

	consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <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.
c. Conflicting relationships	(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.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	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.



Section 2. Instructions to Consultants and Data Sheet

	<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	<p>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.</p> <p>6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.</p>
b. Prohibitions	<p>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	<p>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).</p>
B. Preparation of Proposals	
7. General Considerations	<p>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.</p>
8. Cost of Preparation of Proposal	<p>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</p>



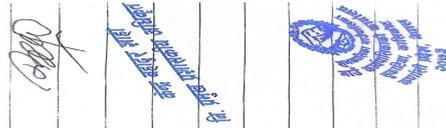
Section 2. Instructions to Consultants and Data Sheet

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



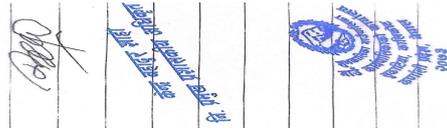
Section 2. Instructions to Consultants and Data Sheet

	<p>shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted</p>



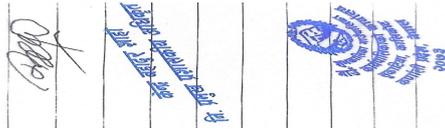
Section 2. Instructions to Consultants and Data Sheet

	after the deadline.
14. Preparation of Proposals – Specific Considerations	<p>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>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<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	<p>16.2 For assignments with a duration exceeding 12 months, a price</p>



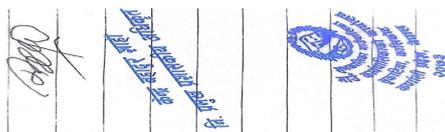
Section 2. Instructions to Consultants and Data Sheet

Adjustment	adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client’s country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<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 initialled 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 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</p>



Section 2. Instructions to Consultants and Data Sheet

	<p>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>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>
<p>18. Confidentiality</p>	<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</p>



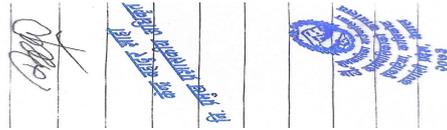
Section 2. Instructions to Consultants and Data Sheet

	only in writing.
19. Opening of Technical Proposals	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</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>
20. Proposals Evaluation	<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>
21. Evaluation of Technical Proposals	<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>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any</p>



Section 2. Instructions to Consultants and Data Sheet

	<p>partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<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 the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed and the DP has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</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>



Section 2. Instructions to Consultants and Data Sheet

	<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 <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>24. Correction of Errors</p>	<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>
<p>Time-Based Contracts</p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<p>Lump-Sum Contracts</p>	<p>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</p>



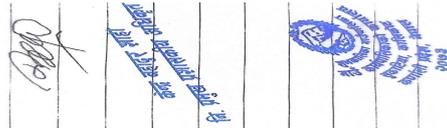
Section 2. Instructions to Consultants and Data Sheet

	the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation	
a Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b Fixed-Budget Selection (FBS)	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>
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	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>



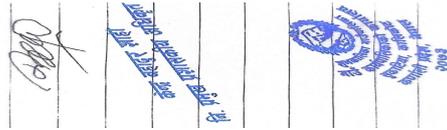
Section 2. Instructions to Consultants and Data Sheet

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



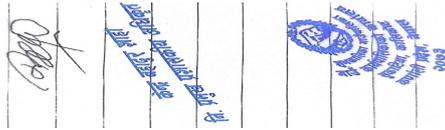
Section 2. Instructions to Consultants and Data Sheet

	<p>to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<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 3 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> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>31. Request for Information/ Complaints</p>	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Bata Sheet with the validity period of at least ninety days from the date of filing of application.</p>



Section 2. Instructions to Consultants and Data Sheet

	<p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and 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>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ul style="list-style-type: none"> a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in



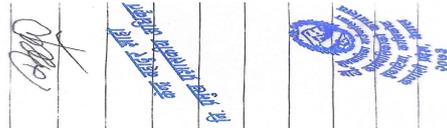
Section 2. Instructions to Consultants and Data Sheet

	<ul style="list-style-type: none"> e) Participation of other prospective bidders. f) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. h) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
<p>33. Blacklisting</p>	<p>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> <ul style="list-style-type: none"> a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract, d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information, f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <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>



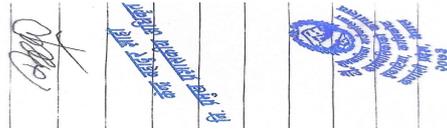
Section 2. Instructions to Consultants and Data Sheet

E. Data Sheet	
A. General Provisions	
ITC Clause Reference	Details of Description
1(i)	Development Partner (DP) is: Not Applicable
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: Shubhakalika Rural Municipality, Shukatiya Kalikot. Method of selection: QCBS (National)
2.2	Financial Proposal to be submitted together with Technical Proposal for separate envelope : Yes The name of the assignment is: Consulting Services for Commercial Dhaka Production and Marketing Program in Shuvakalika Rural Municipality, Kalikot Contract Identification Number: SRM/KKT/RFP/01/2080/2081
2.3	A pre-proposal conference will be held: No. Date of pre-proposal conference: N/A Time: N/A Address: N/A Telephone: E-mail: Contact person/conference coordinator: N/A
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
4.1	
6.2	Maximum number of partners in JV shall be: N/A
6.3.1	A list of debarred firms and individuals is available at the following website: PPMO
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following:



Section 2. Instructions to Consultants and Data Sheet

	<p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> a) Power of Attorney to sign the Proposal b) Proof of Legal Status and Eligibility c) TECH-1 d) TECH-2 e) TECH-3 f) TECH-4 g) TECH-5 h) TECH-6 i) TECH-7 <p>AND,</p> <p>2nd Inner Envelope with the Financial Proposal (applicable):</p> <ul style="list-style-type: none"> a) FIN-1 b) FIN-2 <p>Proof of legal status establish Consultant’s legal capacity to enter into binding and enforceable contracts and may be supported by: Certificate of incorporation.</p>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible.
12.1	Proposals must remain valid for 30 calendar days after the proposal submission deadline.
12.9	Sub-contracting is not allowed for the proposed assignment.
13.1	Clarifications may be requested no later than 7 (Seven) days prior to the submission deadline. The contact information for requesting clarifications is: As per Clause 2.3 of Data Sheet.
14.1.1	Shortlisted Consultants may associate with: Not Applicable (a) non-shortlisted consultant(s) (b) other shortlisted Consultants
14.1.2	Estimated total cost of the assignment for the assignment: NRS. 1819300 (With VAT)
14.1.3 for time-based contracts only	Not Applicable
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable
16.1	Not Applicable



Section 2. Instructions to Consultants and Data Sheet

16.2	A price adjustment provision applies to remuneration rates: Not Applicable
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: Nepalese Rupees 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 and b) Financial Proposal: one (1) original.
17.8	The Proposals must be received at the address below no later than: Date: 2081/02/29 Time: 17:00Hrs The Proposals must be open at the address below: Date: 2081/02/30 Time: 11:00Hrs The Proposal submission and opening address is: Shubhakalika Rural Municipality, Sukatiya Kalikot.
19.1	An online option of the opening of the Technical Proposals is offered: Not Applicable
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: As per ITC Clause 19.2 Confirmation that invitation to submit proposal was not transferred to another party.



21.1

The evaluation criteria, sub-criteria, and point system for the evaluation are:

Part I: Evaluation of Technical Proposal

The Technical Proposal will be evaluated on the following grounds:

S.N.	Particulars	Marks Allocated
1	Relevant Experience of the Firm	15
2	Methodology of Service Delivery	35
3	Technology/Knowledge Transfer	5
4	Qualifications and Experience of the key staff for the Assignment	35
5	Innovativeness in the proposal	10
Total		100

Pass marks shall be considered as **60%** of total marks allocation.

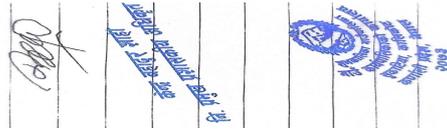
Details of Marks Distribution:

1. Relevant Experience of the Firm:.....[Maximum Marks 15]

S. N.	Description of Relevant Work Experience (Last five years)	Marks Allocation
1	Successfully completion of skill training	5
2	Completion of Inventory related works	5
3	Work experience in Karnali Province	5

2. Methodology of Service Delivery:.....[Maximum Marks 35]

S.N.	Particulars	Evaluation Remarks	Total Marks	Marks Division
1	Comments or suggestions on ToR and services	Not Significant	5	0
		General Comments or Suggestion		5
2	Pre-proposal exercise: If any of the key personnel has reviewed assignment related	No Description	5	0
		General Description		3



Section 2. Instructions to Consultants and Data Sheet

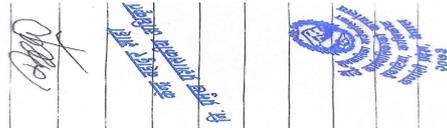
		documents and reflected in the proposal, has conducted preliminary consultations and has provided evidence in the proposal.	General Description with site photograph or a site visit letter		5
			Technical Description with site photograph and a site visit letter		
3	Proposed Methodology: Methodology to perform the assignment		Not Significant	10	0
			General Methodology		5
			Clear Methodology without flow charts		7
			Clear Methodology with flow charts		10
	Proposed Methodology: Methodology of DPR Preparation		Not Significant	10	0
			General Methodology		5
			Clear Methodology without flow charts		2
			Clear Methodology with flow charts		3
4	Proposed Schedule: Work schedule with description		Not Significant	5	0
			Fairly justify the proposed methodology		1.5
			Moderately Justify the proposed methodology		3
			Relevant to proposed methodology		5

3. Technology/Knowledge Transfer.....[Maximum Marks 5]

Particulars	Evaluation Remarks	Marks	Marks
The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.	Not significant	5.0	0.0
	Significant		3.0
	Highly significant		5.0

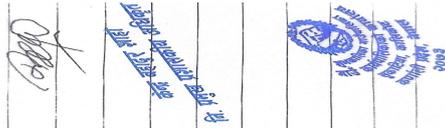
4. Qualifications and Experience of the key staff for the Assignment[Maximum Marks: 35]

Particulars	Evaluation Remarks	Total Marks	Marks Division
1.1 General Qualification	Master's degree in Business	5	2.5



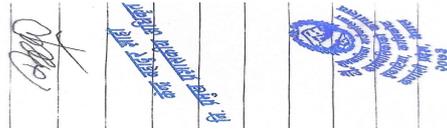
Section 2. Instructions to Consultants and Data Sheet

		Administration, Management, or related field with minimum 5years work experience		
		Master's degree in Business Administration, Management, or related field with minimum 10 years work experience		5
		Otherwise		0
	1.2 Specific Experience	Experience in the execution of the assignment in the field of entrepreneurship development/skill training	10	10
1. Program Coordinator:				
2. Entrepreneurship Development Facilitator: 2persons, Total 20 marks				
			Total Marks	Marks Division
	2.1 General Qualification	Bachelor's degree in Business, Economics, or related field with more than 5 years experience	3	1.5
		Bachelor's degree in Business, Economics, or related field with more than 3 years experience		3
		Otherwise		0
	2.2 Specific Experience	Experience in the execution of the assignment in the field of entrepreneurship development/skill training	2	2
4. Innovativeness in the proposal[Maximum Marks: 10]				
			Marks	Marks
	Innovative idea proposed by the consultant in assignment	Not significant	5.0	0.0
		Significant		5.0



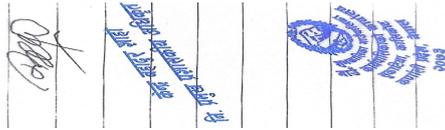
Section 2. Instructions to Consultants and Data Sheet

execution	Highly significant		10.0
<p>Notes on Experience of the Firm:</p> <ol style="list-style-type: none"> 1. The firm should be affiliated to CTEVT for any kind of vocational training.If the firm is not affiliated,the proposal will be not eligible for proposal evaluation. 2. The firm shall have to submit notary public attested experience certificates. No marks shall be given for the experience of the firm if the certificate of completion is not attached. 3. The services for Government of Nepal (GoN) organizations , NGOs/INGOs shall only be considered as firm’s experiences during evaluation of RFP. The specific experience by the firm as JV partners shall be considered and evaluated as firm’s experience and any specific experiences by the firm as "in association with" shall not be considered during evaluation. 4. Any sublet service for Government of Nepal (GoN) organizations (fully or partially owned) by a firm from another private firm shall not be evaluated as firm experience for the RFP. 5. Any service experience older than 7 years (counted from the last date of submission of RFP) shall not be evaluated as firm experience for the RFP. 6. Each experience certificate shall clearly indicate the description of service, service amount (including / excluding VAT), date of commencement and date of completion of service and should be duly attested. 7. Provide highlight on specific services provided by the consultant as required by the RFP assignment. <p>Notes on Professional Key Personnel:</p> <ol style="list-style-type: none"> 1. The proposed key personnel shall declare himself / herself that he/she has agreed to work on the proposed assignment. Lack of self declaration of the experts will lead the proposal as ineligible. 2. CV of each professional key personnel shall be submitted with signature of professional key personnel and authorized representative of the firm on each page of the CV.If a page of the cv is not duly signed by the expert as well as authorized representative,that page will be treated as void and will not be further evaluated. 3. Proposed professional key personnel shall not be repeated by the same firm and/or another firm. In case of repetition of professional key personnel, SRM shall ask, via letter/email, the person for his / her physical presence within three days to declare him/herself to the firm/JV whom he/she shall want to be associated. 4. CV of personnel shall clearly mention his/her e-mail address and mobile number. 5. The firm shall have to submit any certificate as evidence of proposed key 			



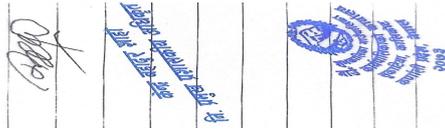
Section 2. Instructions to Consultants and Data Sheet

	<p>personnel’s education (degree) as required above with his / her notarized academic certificate.</p>
23.1	An online option of the opening of the Financial Proposals is offered: Not Applicable
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Not Applicable</p> <p>The official source of the selling (exchange) rate is: Not Applicable</p> <p>The date of the exchange rate is: Not Applicable</p>
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/F,</p> <p>Where,</p> <ul style="list-style-type: none"> “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration. <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 90%, and P = 10%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Negotiations and Award	



Section 2. Instructions to Consultants and Data Sheet

28.1	Expected date and address for contract negotiations: approximately after three days from the opening of Financial Proposals at Rural Municipality
30.4	Expected date for the commencement of the Services: approximately after 5 days from the opening of Financial Proposals.
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of N/A.
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np



SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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.”].

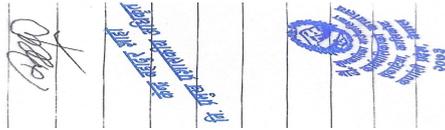
{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, 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.



Section 2. Instructions to Consultants and Data Sheet

- (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,

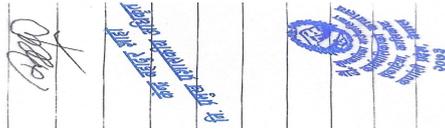
Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

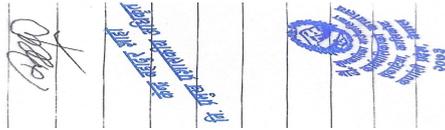
Address: _____



Section 2. Instructions to Consultants and Data Sheet

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}



Form Tech-2: Consultant's Organization and Experience

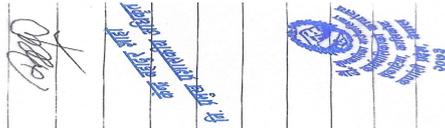
Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline 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

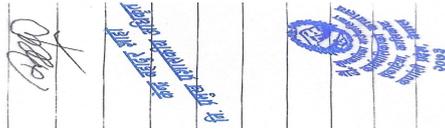
1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
 2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts 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.



Section 2. Instructions to Consultants and Data Sheet

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.

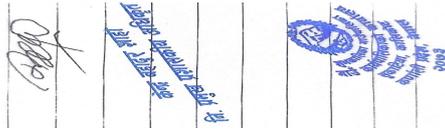
Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National 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)		



Section 2. Instructions to Consultants and Data Sheet

Description of Actual Services Provided by Your Staff:

Consultant's Name: ____



Form Tech-3: Comments and Suggestions

(On the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client)

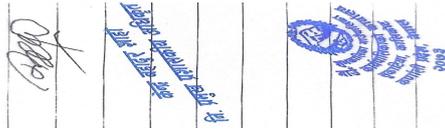
Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment,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



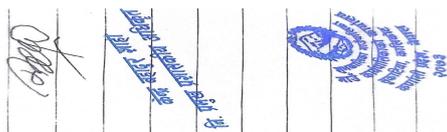
**Form Tech-4: Description of the Methodology and Work Plan
In Responding to the Terms of Reference**

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:

Technical Approach and Methodology
Work Plan
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.}



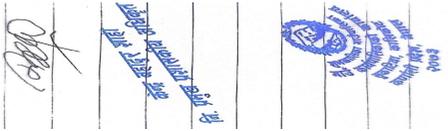
Form Tech-5: Work Schedule and Planning for Deliverables

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

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

Form Tech-6: Team Composition, Assignment, and Key Experts' inputs

N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
International														
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}													
K-3														
National														
n														
											Subtotal			
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
											Subtotal			

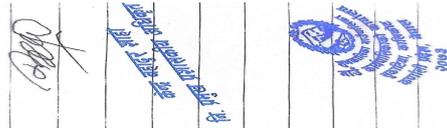


Section 2. Instructions to Consultants and Data Sheet

					Total			
--	--	--	--	--	-------	--	--	--

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.

■ Full time input ▨ Part time input



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): _____



Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

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

Certification:

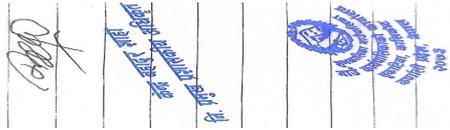
I, the undersigned, certify to the best of my knowledge and belief that

- (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.*
- (vii) *I declare that Corruption Case is not filed against me.*

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

_____ Date: __
[Signature of expert] Day/Month/Year

_____ Date: __
[Signature of authorized representative of the firm] Day/Month/Year



Section 2. Instructions to Consultants and Data Sheet

Full name of authorized representative:



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 Bill of Quantities



Form Fin-1: Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir:

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.

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

We remain,

Yours sincerely,

Authorized Signature {In full}: .

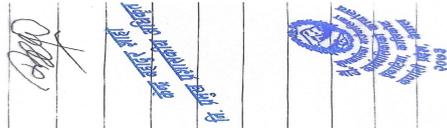
Name and Title of Signatory: ____

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.}

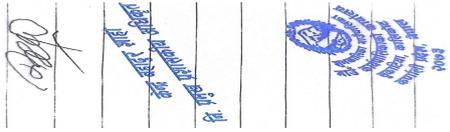


FORM FIN-2: SUMMARY OF COSTS

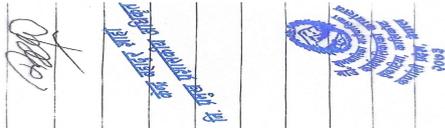
Cost of Service (BOQ)						
		Unit	Quantity	Rate	Rate in words	Amount
1	Coordination Meeting with local level and related stakeholders	times	1			
2	Orientation Meeting in ward level	times	2			
3	TOPE and TOSE Training	times	2			
4	Baseline and data collection of Youth Enterpreners	times	2			
5	Baseline survey for Enterprises Development	times	2			
6	Orinationation on professional Model enterprises	times	2			
7	Skill development Training(15 days)	times	2			
8	Coordination Meeting with Bank and Financial institutions for Enterprises Development	times	1			
9	Enterpreners Group Formation and Registration	times	2			
10	Meeting for Market Network stablishment	No	2			
11	Program Coordinator Mobilization	times	1			
12	EDF Mobilization	times	2			
13	Monitoring and Evaluation	NO	1			
14	Stationary,management and Reporting	No	2			
	Total					
	VAT 13%					
	Grand total					

Grand total in words :-

Name and Signature of authorized person of the consultant :-



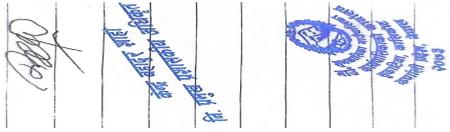
Costs	Amount(s)
Subtotal	
Total without VAT	
Value Added Tax	<hr/>
Total Amount of Financial Proposal	



FORM FIN-3: BREAKDOWN OF PRICE PER ACTIVITY¹

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

¹ The client may choose to request Forms 4C, 4D, 4E and 4F for the entire assignment, as opposed to each Activity No. as shown. Forms should only be requested for each Activity No. if such detail is essential to the evaluation, bearing in mind it will introduce a substantial level of detail for the client to analyse.



FORM FIN-4: BREAKDOWN OF REMUNERATION PER ACTIVITY

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



Sheet

FORM FIN-5: BREAKDOWN OF REMUNERATION PER ACTIVITY REIMBURSABLE PER ACTIVITY

Activity No: _____

Name: _____

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

² Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

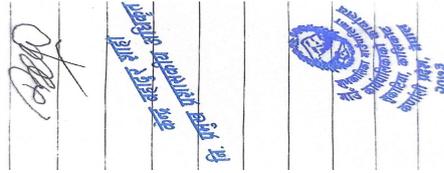

सुभाकालिका
गाउँ पञ्चायत
पा. प्र.सं. ११५

सुभाकालिका
गाउँ पञ्चायत
पा. प्र.सं. ११५
२०७३

Section 5. Eligible Countries

SECTION 5. ELIGIBLE COUNTRIES

For the purpose of Shubhakalika Rural Municipality shortlisting eligible countries: **Nepal Only.**



SECTION 6. CORRUPT AND FRAUDULENT PRACTICES

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

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" mean 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.
 - v) "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 in to 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
 - ab) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

Handwritten signature and official stamp of the Government of Punjab, Punjab, India.

SECTION 7. TERMS OF REFERENCE

Refer

Appendix I: Term of Reference


शुभकालिका रूराळ मुनिसिपालिटी
सुकतिया, कालिकोट
कान्छी अञ्चल, नेपाल
२०७३

Section 8. Terms of Reference



**Shubhakalika Rural Municipality
Shukatiya, Kalikot
Karnali Province
Nepal**

Terms of Reference

Consulting Services for Commercial Dhaka Production and Marketing Program in Shuvakalika Rural Municipality, Kalikot (Consulting Services for Commercial Dhaka Production and Marketing Program in Shuvakalika Rural Municipality, Kalikot

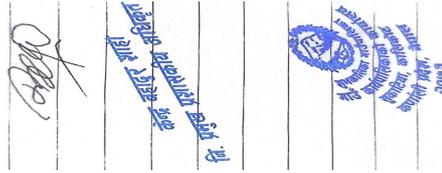
1. Background

The Shuvakalika Rural Municipality Sukatiya Kalikot district is initiating the Commercial Dhaka Production and Marketing Program to bolster local entrepreneurship, foster income-generating activities, and promote sustainable commercial practices. This program aims to engage a wide range of stakeholders including local government officials, financial institutions, and young entrepreneurs to build a robust entrepreneurial ecosystem. The outlined activities aim to achieve these objectives through coordination, training, research, and support mechanisms.

2. Objectives

The key objectives of the program are:

- To enhance coordination between local government and various stakeholders.
- To provide targeted orientation and training programs that enhance entrepreneurial skills within the community.



Section 8. Terms of Reference

- To conduct feasibility studies and create inventories to identify and support young entrepreneurs.
- To facilitate the formation of entrepreneurial groups and marketing networks.
- To ensure continuous monitoring, evaluation, and effective resource mobilization.

3. Scope of Work

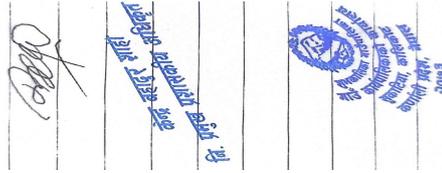
The consultant will undertake the following activities within Shuvakalika Rural Municipality:

a) Coordination and Meetings

- Coordination Meeting with Local Government and Stakeholders
- Organize and facilitate a coordination meeting to align the program's goals with local government policies and stakeholder interests in Shuvakalika.
- Ward Level Orientation Program
- Conduct orientation programs at the ward level to inform and educate local communities about the opportunities and benefits of entrepreneurship development. These sessions will cover the basics of entrepreneurship, the resources available, and how community members can participate.

b) Training and Development

- Income Generation and Entrepreneurship Development Training
- Provide comprehensive training sessions focused on income generation and entrepreneurship development tailored to the needs of Shuvakalika's residents. These trainings will cover essential skills such as business planning, financial management, marketing strategies, and operational efficiency.
- 15 Days Skill Training on Entrepreneurship Development
- Organize intensive 15-day training programs to develop specific entrepreneurial skills among participants in Shuvakalika. These trainings will be hands-on and practical, equipping participants with the knowledge and skills necessary to start and manage their businesses effectively.



c) Research and Studies

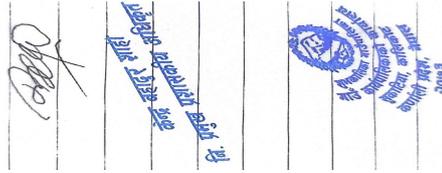
- Feasibility Study on Entrepreneurship Training
- Conduct a feasibility study to evaluate the potential and requirements for effective entrepreneurship training in Shuvakalika. This study will assess the current market conditions, identify opportunities, and provide recommendations for training modules and delivery methods.
- Inventory of Young Entrepreneurs and Updating
- Create and regularly update an inventory of young entrepreneurs in Shuvakalika. This inventory will serve as a database to track the progress of young entrepreneurs, identify their needs, and provide targeted support and resources.

d) Orientation and Consultations

- Orientation on the Need of Commercial Entrepreneurship Model
- Conduct orientation sessions to introduce and emphasize the importance of a commercial entrepreneurship model for sustainable development within Shuvakalika. These sessions will focus on the benefits of commercial entrepreneurship, best practices, and successful case studies.
- Coordination Meeting with Bank and Financial Institutions on Entrepreneurship Development
- Organize a meeting with banks and financial institutions to discuss and secure financial support for entrepreneurship development in Shuvakalika. This will include exploring various financing options, loan schemes, and other financial services that can support local entrepreneurs.

e) Group Formation and Marketing

- Entrepreneurship Identification, Group Formation and Registration
- Identify potential entrepreneurs within the community, facilitate the formation of entrepreneurial groups, and assist in their official registration. This will formalize their



Section 8. Terms of Reference

business activities and provide them with legal recognition and access to additional resources.

- Stakeholders Consultation for the Formulation of Marketing Network
- Facilitate consultations with stakeholders to develop and establish a marketing network that supports local entrepreneurs. This network will help entrepreneurs to market their products, access new markets, and create a sustainable business environment.

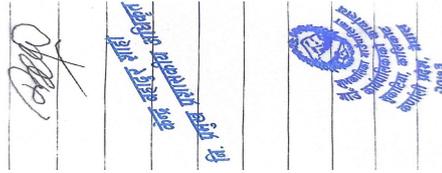
4. Personnel Requirements

S.N	Role	Number of Positions	Key Responsibilities	Qualifications
1	Program Coordinator	1	Oversee the overall implementation of the program, ensuring alignment with project objectives and timely delivery of activities. Liaise with local government officials and stakeholders to maintain effective communication and coordination.	Master's degree in Business Administration, Management, or related field; minimum 5 years of experience in project management.
2	Entrepreneurship Development Facilitator	2	Provide ongoing support and guidance to entrepreneurs. Conduct training sessions, offer mentorship, and ensure that entrepreneurs have access to necessary resources.	Bachelor's degree in Business, Economics, or related field; minimum 3 years of experience in entrepreneurship development or business training.

5. Deliverables

a) Inception Report (1 copy)

- Inception Report should be submitted within 7 days from the date of contract agreement.
- Detailed work plan outlining the methodology, timeline, and resource allocation for each activity.



Section 8. Terms of Reference

- Initial findings and preliminary assessment of the current entrepreneurial landscape in Shuvakalika.
- Schedule of coordination meetings, training sessions, and consultations.

b) Draft Report (3 copies)

- Draft Report should be submitted within 20 days from the date of contract agreement.
- Comprehensive documentation of the coordination meetings with local government and stakeholders.
- Reports on the ward level orientation programs and training sessions, including participant feedback and learning outcomes.
- Feasibility study report on entrepreneurship training in Shuvakalika.
- Updated inventory of young entrepreneurs with detailed profiles.
- Progress reports on the formation of entrepreneurial groups and registration status.
- Draft of the marketing network formulation plan based on stakeholder consultations.

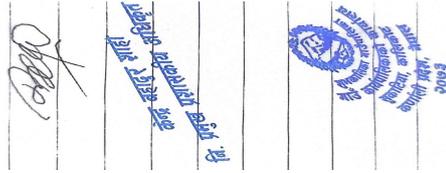
c) Final Report (3 copies)

- Final Report should be submitted within 25 days from the date of contract agreement.
- Finalized reports on all coordination meetings, orientation programs, and training sessions.
- Final feasibility study report incorporating feedback from stakeholders.
- Comprehensive inventory of young entrepreneurs with analysis and recommendations.
- Final report on the entrepreneurial group formations and registrations.
- Complete marketing network formulation plan with implementation strategy.
- Overall program evaluation report, including outcomes, challenges, lessons learned, and recommendations for future initiatives.

6. Duration of Assignment

The duration of the consultancy will be 20 days from the day of contract agreement.

7. Payment Schedule



Section 8. Terms of Reference

Inception report submission: 30%

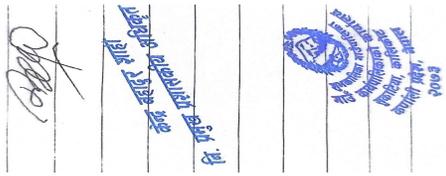
Draft report submission: 40 %

Final report submission: 30%

Handwritten signature and official stamp in blue ink, oriented vertically.

Part II

SECTION 8. CONDITION OF CONTRACT AND CONTRACT FORMS



Consultant's Services

Lump-Sum

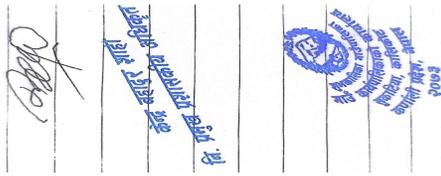
I. FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Form of Contract



Consultant's Services

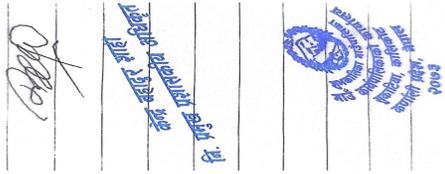
Lump-Sum

Contents

Section 1. Letter of Invitation	3
Section 2. Instructions to Consultants and Data Sheet	4
A. General Provision	4
1. Definitions	4
2. Introduction	6
3. Conflict of Interest	6
4. Unfair Competitive Advantage	7
5. Corrupt and Fraudulent Practices	7
6. Eligibility	7
B. Preparation of Proposals	8
7. General Considerations	8
8. Cost of Preparation of Proposal	8
9. Language	9
10. Documents Comprising the Proposal	9
11. Only One Proposal	9
12. Proposal Validity	9
13. Clarification and Amendment of RFP	10
14. Preparation of Proposals – Specific Considerations	11
15. Technical Proposal Format and Content	11
16. Financial Proposal	11
C. Submission, Opening and Evaluation	12
17. Submission, Sealing, and Marking of Proposals	12
18. Confidentiality	13
19. Opening of Technical Proposals	14
20. Proposals Evaluation	14
21. Evaluation of Technical Proposals	14
22. Financial Proposals for QBS	15
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	15
24. Correction of Errors	16
25. Taxes	17
26. Conversion to Single Currency	17
27. Combined Quality and Cost Evaluation	17
D. Negotiations and Award	17



	Consultant's Services	Lump-Sum
28. Negotiations		17
29. Conclusion of Negotiations		18
30. Award of Contract		19
31. Request for Information/ Complaints		19
32. Conduct of Consultants		20
33. Blacklisting		21
E. Data Sheet		
Section 3. Technical Proposal – Standard Forms		31
Form Tech-1: Technical Proposal Submission Form		31
Form Tech-2: Consultant's Organization and Experience		34
Form Tech-3: Comments and Suggestions		37
Form Tech-4: Description of the Methodology and Work Plan		38
Form Tech-5: Work Schedule and Planning for Deliverables		39
Form Tech-6: Team Composition, Assignment, and Key Experts' inputs		40
Form Tech-7: Curriculum Vitae (CV)		42
Section 4. Financial Proposal - Standard Forms		45
Form Fin-1: Financial Proposal Submission Form		46
FORM FIN-2: SUMMARY OF COSTS		47
FORM FIN-3: BREAKDOWN OF PRICE PER ACTIVITY		49
FORM FIN-4: BREAKDOWN OF REMUNERATION PER ACTIVITY		50
Section 5. Eligible Countries		52
Section 6. Corrupt and Fraudulent Practices		53
Section 7. Terms of Reference		54
Appendix I: Term of Reference		54
Section 8. Condition of Contract and Contract Forms		61
I. Form of Contract		62
Preface		66
I. Form of Contract		69
II. General Conditions of Contract		74
III. Special Conditions of Contract		75



	Consultant's Services	Lump-Sum
IV. Appendices		77
Appendix I: Term of Reference		77
Appendix II: Priced Bill of Quantities		77



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

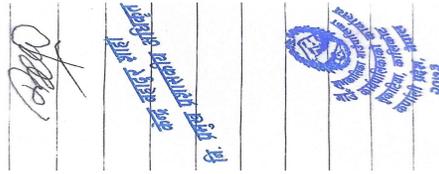
Project Name _____

Contract No. _____

Between

[Name of the Client]

And



I. Form of Contract

Time-Based

I. FORM OF CONTRACT

LUMP-SUM

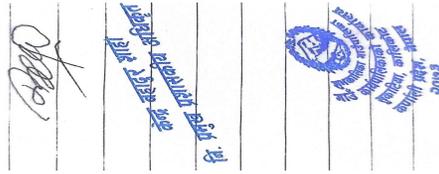
(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).*]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or grant or financing]* from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/grant/financing]* to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/grant/financing]* agreement, including prohibitions of withdrawal from the *[loan/grant/financing]* 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 Donor, is



I. Form of Contract Lump-Sum

prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations/; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

[Note: Include Clause (c) only in case of donor-funded projects.]

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices: : [Note: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

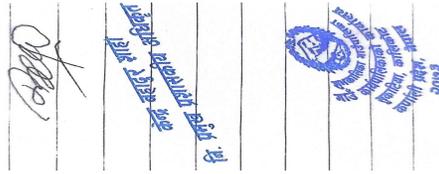
Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify “Not Applicable” for GoN funded projects]

Appendix E: Medical Certificate

Appendix F: Minutes of Negotiation Meetings

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.



- I. Form of Contract Lump-Sum
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

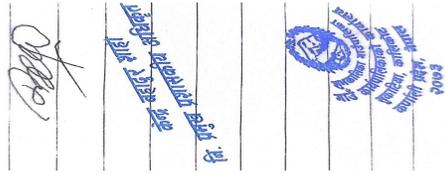
[Authorized Representative of the Consultant – name and signature]

[Note: *If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner].*

For and on behalf of each of the members of the Consultant

[Name of member]

[Authorized Representative]



I. Form of Contract
[Name of member]

Lump-Sum

[Authorized Representative]

[add signature blocks for each member]

Handwritten signature and official stamp of the Government of Karnataka, Department of Public Works, Bangalore.

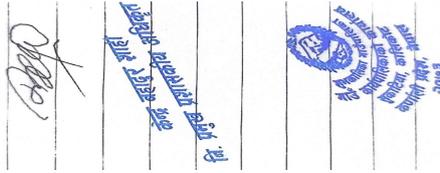
Section 8. (Form of Contract)

Handwritten signature and official stamp of the Government of Karnataka, Department of Public Works, Bangalore.

Section 8. (Form of Contract)

II. GENERAL CONDITIONS OF CONTRACT

GCC is covered all the Clauses of SBD for Consulting Services under RFP



Section 8. (General Conditions of Contract)

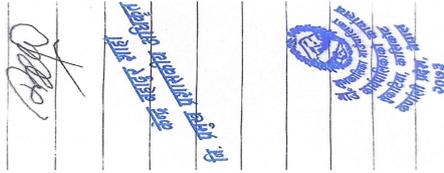
III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	The addresses are: <i>As mentioned in Memorandum of Agreement</i> Client: Consultant:
8.1	If the consulting firm is in JV, the Lead Member on behalf of the JV is <i>N/A</i>
9.1	The Authorized Representatives are: <i>As mentioned in Memorandum of Agreement</i> For the Client: Shubhakalika Rural Municipality, Sukatiya Kalikot For the Consultant:
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <i>as per Memorandum of Agreement</i>
13.1	Commencement of Services: The number of days after the date of signing of agreement shall be <i>3 Days</i> .
14.1	Expiration of Contract: <i>As per TOR</i>
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	Limitation of the Consultant's Liability towards the Client: a. Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher; (b) This limitation of liability shall not i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client's

Handwritten signature and official stamp of the Government of Karnataka, Department of Public Works, Bangalore.

Section 8. (General Conditions of Contract)

	country.
25.1	The insurance coverage against the risks shall be as follows: NA
28.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.
39.1	The Contract price is: As per Memorandum of Agreement VAT chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant.
42.2	The payment schedule: As per TOR
43.1	The proportion of payments retained is: N/A
45.1	The liquidated damage is 0.05% per day The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.



IV. APPENDICES

Appendix I: Term of Reference

[**Note:** This Appendix shall include the final Terms of Reference (TOR) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

Appendix II: Priced Bill of Quantities

[**Note:** This Appendix shall include the priced BoQ submitted by consultant during the submission of RFP]