

Request for Proposals



KAPILVASTU MUNICIPALITY
Office of the Municipal Executive

Kapilvastu, Province no. 5,
Nepal

Request for Proposals

2074-075(1)

**Preparation of Municipality
Sewerage Master Plan (MSMP)**

Financing Agency:

GoN,
Kapilvastu Municipality.
2074



Section 1. Letter of Invitation

Section 1. Letter of Invitation

[insert: Location and Date]

Dear [insert: Name of Consultant]:

1. Kapilvastu Municipality has allocated fund from its own source toward the cost of Preparation of Municipal Sewerage Master Plan (MTMP) and intends to apply a portion of this amount to eligible payments under this Contract.
2. The Kapilvastu Municipality now invites proposals to provide the following consulting services: **Preparation of Municipal Sewerage Master Plan of Kapilvastu Municipality.** More details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the all interested consultants:
4. A consultant will be selected under QCBS and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract.
6. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Bimal Raj Acharaya
Chief Administrative Officer



Section 2. Information to Consultants¹

1. Introduction

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

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



Section 2. Information to Consultants

1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

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

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;

d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.



Section 2. Information to Consultants

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



Section 2. Information to Consultants

on the data, a list of services, and facilities to be provided by the Client (Section 3C).

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

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

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

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

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

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

4. Submission, Receipt, and Opening of

Proposals

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

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

5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

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

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals (CBS Only)

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

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

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

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

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

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

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

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

6. Negotiations

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

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining



Section 2. Information to Consultants

the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub-Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring

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

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

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

8. Confidentiality

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

9. Conduct of Consultants

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

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

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. interference in participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
- d) if convicted by a court of law in a criminal offence which

disqualifies the consultant from participating in the contract.

- e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,

- f) other acts mentioned in the Data Sheet or SCC

- 10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GoN and or the concerned donor agency.



Information to Consultants

DATA SHEET

Clause
Reference

1.1	<p>The name of the Client is: Kapilvastu Municipality, Office of the Municipal Executive, Kapilvastu, Province no. 5, Nepal</p> <p>The method of selection is: QCBS</p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name : Preparation of Municipal Sewerage Master Plan of Kapilvastu Municipality</p> <p>Objectives: According to ToR</p> <p>Description: According to ToR</p>
1.3	<p>A pre-proposal conference will be held: No</p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Name: Kapilvastu Municipality, Office of the Municipal Executive,</p> <p>Address: Taulihawa, Kapilvastu</p> <p>Telephone No. :</p>
1.4	<p>The Client will provide the following inputs: As per ToR</p>
1.10	<p>The clauses on fraud and corruption in the Contract are: As per PPMO guidelines and prevailing laws of Procurement Act and Regulations of Nepal.</p>
2.1	<p>Clarifications may be requested 3 Days before the submission date</p> <p>The address for requesting clarifications is: Kapilvastu Municipality, Office of the Municipal Executive, Kapilvastu</p>
3.1	<p>Proposals should be submitted in the following language(s): English</p>
3.3	<p>(i) Short listed consultants/entity may associate with other short listed consultants: [insert Yes ___ No ___] NA</p> <p>(ii) The estimated number of professional staff-months required for the assignment is: According to ToR</p> <p>The minimum required experience of proposed professional staff is: According to ToR</p> <p>(vi) Reports that are part of the assignment must be written in the following language(s): English or Nepali (Executive Summary should be</p>

	submitted in English as well as Nepali)
3.4	(vii) Training is a specific component of this assignment: No (viii) Additional information in the Technical Proposal includes: According to ToR
3.9	Proposals must remain valid 60 days after the submission date.
4.3	Consultants must submit an original and One additional copies of each proposal:
4.4	The proposal submission address: Kapilvastu Municipality, Office of the Municipal Executive, Kapilvastu Information on the outer envelope should also include : Preparation of Municipal Sewerage Master Plan of Kapilvastu Municipality
4.5	Proposals must be submitted no later than: According to Notice
5.1	The address to send information to the Client is Kapilvastu Municipality, Office of the Municipal Executive, Kapilvastu
5.3	The number of points to be given under each of the evaluation criteria are: <div style="text-align: right; margin-right: 20px;">Points</div> <div style="margin-left: 20px;"> <p>(i) Specific experience of the consultants related to the assignment: Maximum 30</p> <p>(ii) Approach Methodology in responding to Term of in responding to the Terms of Reference: Maximum 20</p> <div style="margin-left: 40px;"> <p>Understanding of objectives 10</p> <p>Approach Methodology illustrating clear steps and activities 5</p> <p>Work Schedule 5</p> </div> <p>(iii) Qualifications and competence of the key staff for the proposed Assignment Maximum 50</p> <div style="margin-left: 40px;"> <p>Team Leader /Urban planner 15</p> <p>Water supply and sanitation Engineer 10</p> <p>Civil Engineer 10</p> <p>Socio Economist 5</p> <p>GIS Expert 5</p> </div> <p>(iv) Suitability of the transfer/ shearing of knowledge program (training) Maximum 5</p> <p style="text-align: right;">Total Points: 100</p> </div>
5.10	The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which, Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8, and P (Financial Proposal) = 0.2.
6.1	The address for negotiations is: Kapilvastu Municipality, Office of the Municipal Executive, Kapilvastu

Section 2. Information to Consultants

7.6	The assignment is expected to commence on <i>According to Notice</i>
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Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.



3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: _____



3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task



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

Proposed Position: _____
Name of Consultant: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Consultant/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____



Section 3. Technical Proposal - Standard Forms

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
Reports Due: _____
Activities Duration: _____

Part-time: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	[1st, 2nd, etc. are months from the start of assignment.]												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Mid Term Report	
3. Draft Report	
4. Final Report	

Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursables per activity.
- 4F. Miscellaneous expenses.



4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:



4B. SUMMARY OF COSTS

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



Section 4. Financial Proposal - Standard Forms

4C. BREAKDOWN OF PRICE PER ACTIVITY²

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

² 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.



4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

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



Section 4. Financial Proposal - Standard Forms

4E. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name: _____

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

³ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.



4F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

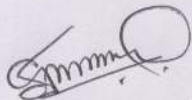
No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost between _____ and _____ (telephone, telegram, telex, email)				
2	Drafting, reproduction of reports				
3	Equipment: vehicles, computers, etc.				
4	Software				
	Grand Total				

Section 5. Terms of Reference

For Preparation of Municipal Sewerage Master Plan of Kapilvastu Municipality.

Terms of Reference normally contain the following sections:

- 1 Background
- 2 Objective
- 3 Scope of Services
- 4 Basic Data and previous work related study, if available
- 5 Knowledge or technology transfer
- 6 Training and number of staff to be trained (when appropriate),
- 7 Qualification, Experience and estimated inputs of Key Personnel
- 8 Duration of Services, Time Schedule
- 9 Local Services, Personnel, Equipment and Physical Facilities etc. to be provided by the Client


प्रमुख प्रशासकिय अधिकृत



1. Background

Sthniya Sarkar Sanchalan Ain 2074 provisions formulation of local development plan according to needs based, bottom-up and participatory approach. It has prominently defined tangible steps for formulation of such development plan. Underlying objective of this plan is to make investment for planned development: within each of the local bodies' territory. Ultimately, development endeavours help attaining sustainable livelihood and improved well-being of people. People's needs for sustainable livelihood and proved well-being are such that they require better access, clean environment and better health. Accordingly, gradual investment from state owned and private entities in physical infrastructure development evolved urbanized and semi-urbanized settlements leading to improved access to various services, opportunities and resources by interior communities.

2. Objectives

The overall objective of the consulting services is to prepare the Municipality Sewerage Master Plan (MSMP) of the Kapilvastu Municipality.

As part of MSMP preparation the main objective of SMP is to develop a comprehensive, technically viable plan for implementation sewerage works with in Kapilvastu Municipality

2.1 The specific objectives of this guideline, but not necessarily limited to the following, are:

- a) To analyse the flow capacity of existing sewer reticulation network.
- b) To high light all existing network deficiencies and suggest upgrades and modification.
- c) To develop Hydraulic model with GIS plate form for future sewerage system integrating present sewerage system for unsewered areas and intercepting sewers.
- d) To formulate a well integrated sewerage plan Kapilvastu Municipality.
- e) To estimate the cost and drawup a prioritized works implementation schedule,

प्रमुख प्रशासकिय अधिकृत

3. Scope of Services

The consultant shall provide high quality professional services for the preparation of MSMP. The scope of services to be carried out by the Consultant shall broadly include, but not be limited to, the followings:

a) Assist in the Formulation of the Municipality Sewerage Coordination Committee (MSCC)

The main task of the MSCC is to provide support to the municipality in formulating, managing and monitoring Municipality sewerage infrastructure policies, rules and regulations. Generally, the MSCC shall be composed of;

- | | |
|---|---------------------------|
| • Mayor | Chairperson MRCC |
| • Deputy Mayor | Member |
| • Chief Administrative Officer of municipality | Member Two elected |
| • or nominated Municipality members | Member One representative |
| • from different political parties | Member |
| • Chiefs of Lines agencies within the municipality (Max 3 nos from prevalent offices) | Member |
| • Representative from Women and ethnic minority groups | Member |
| • DTO representative | Member |
| • Planning section chief of municipality | Member |
| • Urban development section chief of municipality | Member Secretary |
| • Technical Officer | Member |

The consultant shall advise, assist and support the Municipality to form the MSCC. It shall ensure involvement of the MSCC in the entire planning, decision-making, programming etc. processes in the preparation of the MSMP. Initiating with one introduction/ orientation workshop to the various stakeholders (MSCC, Ward representative and Tol Lane Organization representatives) about the process and procedures and their respective roles during the Preparation of MSMP the consultant shall continue preparation of MSMP.

b) Secondary Sources of Information and Review of the existing MSMP

The consultant shall collect secondary information data of as built of existing sewerage system together with GIS data/Map acquired from the various government department, agencies, project/ programs, INGOs/ NGOs, and other regional and central level organizations as required for setting up the network model. Population figures and land use plans will be obtained and population will be projected for 20 years from current date. This will be used for hydraulic model to establish total average and peak estimated waste water generation for each existing and proposed sewer zone.

c) Accessibility Data Collection and Analysis

Accessibility data collection includes topographical survey regarding alignment and level of existing as well as proposed future sewerage network, demographic survey, flow, water quality from settlement level. During field investigation condition of existing sewerage is also studied.

d) Collection of Demands for New/ Upgrading/ Rehabilitation Sewerage Network from Wards/ Settlements

The consultant shall collect formal requests for new construction or rehabilitation of different sewerage network from wards and settlements, on their needs basis. The demand shall be collected in the order of priority increase of more than one sewerage network is demanded from each ward. The collected demand shall be screened, synthesized, synchronized and harmonized at municipality level through a workshop.

e) Preparation of Perspective Plan of Interventions of Services and Facilities

The consultant shall prepare perspective plan of interventions of services and facilities, which are identified from the accessibility analysis and municipality level workshops. All the identified interventions shall be screened and rated on the basis of approved criteria. The consultant shall discuss with the municipality technical team and the MSCC relating to interventions of services and facilities for improvement of the access situation and shall forward to Municipality Council meetings with recommendation. Accordingly, the final perspective plan of municipality Drainage and sewerage will be developed. The perspective plan shall be shown in GIS maps also.

f) Analyse Fund Availability for sewerage and drainage

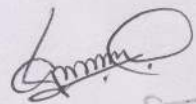
The internal and external financial resources available in the municipality shall be reviewed by the consultant discussing with the municipality authorities so that the financial resources available for the sewerage interventions during the five year MSMP period can be estimated. Sources of funding include annual budget allocated in the municipality, the budget allocated through GoN central agencies such as MoFALD etc. Other possible sources of funds could be from land taxes etc. Prospects of funding from other external sources, including possible and committed funding from donors, are reviewed and shall be taken into account.

g) Conduct Meeting with stakeholders to provide/seek information:

The consultant shall, at the beginning of the project commencement, conduct meeting with local residents and concerned stakeholder agencies such as the Municipality, Department of water supply, Land Revenue office, Department of Survey, Forestry office, Community forest users' committees, Land development users' committees, etc to orient them about the municipal sewerage study, and to seek information about the public land holdings within the municipal area, and prepare maps of such at ward level.

h) Prepare the Integrated sewerage Master Plan

The consultant shall prepare integrated sewerage master plan utilizing hydraulic network modeling software and the base map will be prepared on a 1:25000 scale topographical map and digitized to prepare GIS Maps. The identification and ranking process of existing/potential areas and services shall be carried. The consultant shall also conduct a depth review the existing drainage/sewerage network and management system, current situation of public property within the municipal area and shall propose and recommend land use plan and alternative sewerage management system for the future urban growth.


प्रमुख प्रशासकिय अधिकृत



4. Team Composition

Team Leader: The team leader will take the overall responsibility for the project accordance with TOR and also for the conduct and the coordination of all the professional inputs.

- i. Must have Masters' Degree in Urban Planning/ Water supply and sanitation planning.
- ii. 5 years' experience in field related to sanitation. Physical Development Plan, Periodic Plan or Long Term Development Plan.

Water supply and Sanitation Engineer: The Water supply and sanitation Planner will take the responsibility regarding transport study and planning for the project accordance with TOR and also for the conduct and the coordination of all the professional inputs.

- i. Must have Masters' Degree in water supply and Sanitation Engineering engineering or Bachelor in Civil Engineering with 5 years' experience in preparation of MSMP or Sanitation Planning.

GIS Expert: The GIS Expert will take the responsibility regarding Mapping and GIS related works for the study accordance with TOR and also for the conduct and the coordination of all the professional inputs.

- i. Must have Bachelors in Geomatics or geo informatics or Engineering or Geography. Relevant training in GIS with 5 years' experience is advantage. ii. 3 years' experience in GIS relating to mapping and analysis.

Civil Engineer: The Civil-Engineer will work under the guidance of Team Leader.

- i. Must have Bachelor in Civil Engineering or water supply and sanitation Engineering or urban Planning.
- ii. 5 years' experience including 1 years' experience in related field.

Socio-economist:

- i. Must have Masters in Sociology or social science or Economics.
- ii. More than 3 years' experience in socio-economic surveys. Preparation of District Periodic Plan and/or District Annual Plan is an advantage.

Support Staffs: Various support staffs will provide support to other professionals at site work and office.

- i. Must have Minimum S.L.C.
- ii. Minimum 1 years' experience. Experience in similar field is an advantage.

5. Duration of the Study and Reporting

The duration for the assigned task is Three (3) months. The consultant shall submit the following reports

- i) **Inception report:** The consultant shall submit two (2) copies of the inception report within two (2) weeks after signing the contract. Inception must include detail methodology for formulating municipality's visionary plan, collection of secondary information, work plan and activities. The forms and formats/ questionnaires shall be fine tuned and proposed appropriately if found lacking for this assignment. The formats and questionnaires shall be reviewed and approved by Municipality Technical Section in coordination with planning section within the municipality. The municipality shall seek consultation and/or support from DoLIDAR / MoFALD at any time during the entire period.
- ii) **Field report:** The consultant shall submit two (2) copies of the field report within one and half months from the date of signing of contract. Two copies report shall indicate detail methodology applied for completion of fieldwork, associated problems encountered and adopted solutions.
- iii) **Draft report:** The consultant shall submit four (4) copies of the report after two and half months from the date of signing the contract. The report should have two volumes. Volume I should contain the main report and all GIS maps , generalise crosssection profiles and longitudinal profiles and Volume II should contain various data and detail analysis for scoring and prioritization.
The consultant shall conduct one interactive one-day workshop for acquiring comments/suggestions by involving related stakeholders'. This draft report shall also have to be submitted to Infrastructure Development Division (IDD)/ MoFALD for review.

- iv) **Final report:** The consultant shall submit six (6) copies and two copies (one for IDD) of final reports three months from the date of signing of contract. Final report shall incorporate comments and suggestions received on the draft reports and also from municipality workshop. The report should be also be submitted in two Volumes, as mentioned in the draft report. All six (6) sets of IS maps should fit in A3 size paper with the nearest 25,000 thousand scale (i.e. 1:200,000, 1:225,000, 1:250,000, 1:275,000 etc.) and required layer as described in draft report. In addition, one (1) set of the hard copy of maps should be in topographic fin map sheets.

On copy of the draft and final reports' Volume-I shall also be submitted in Nepali. The reporting schedule is summarized below.

S.N.	Reports	Period	Remarks
1	Inception Report	After 2 weeks of signing the contract	2 copies
2	Field Report	After 1.5 months of signing the contract	2 copies
3	Draft Report	After 2.5 months of signing the contract	2 copies
4	Final Report	After 3 months of signing the contract	6 copies & 2 Soft copies in USB



Contract for Consultants' Services

[A large, handwritten diagonal line or signature mark spanning the middle of the page.]

[Handwritten signature or initials.]

7. Organization of Workshops

The Consultant shall be responsible to organize and conduct all workshops mentioned in the TOR. All costs incurred for the workshops (including allowances for participants, stationeries, refreshments etc.) shall be borne by the consultant as per the quoted cost.

8. Payment Schedule

The payment schedule will be as per the following:
After approval of inception report = 30% of the total contract amount.
After approval of Field report = 20% of the total contract amount.
After approval of the draft report = 30 % of the total contract amount.
After approval of the final report = 20% of the total contract amount.
Final payment shall only be made after seeking concurrence for Kapilvastu Municipality/ IDD/ MoFALD.



Section 6. Standard Form of Contract

Contract for Consultant Services

For

**Preparation
of
Municipality Sewerage Master Plan (MSMP)**

Between

**Kapilvastu
Municipality
Office of the Municipal Executive,
Kapilvastu
[Client]**

And

[Name of the Consultants]

Dated: _____

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] 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 consultants] (hereinafter called the "Consultants").

[Note: If the Consultants 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 consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, [name of consultants] and [name of consultants] (hereinafter called the "Consultants")."]⁴

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined Request for Proposal and ToR attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have 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 credit or grant] from the Donor Agency (hereinafter called the "Donor") towards the cost of the Services and intends to apply a portion of the proceeds of this loan [credit or grant] to eligible payments under this Contract, it being understood (i) that payments by the Donor will be made only at the request of the Client and upon approval by the Donor, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit or grant], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [or credit or grant] or have any claim to the loan [or credit or grant] proceeds;

[Note: Include clause (c) only in donor-funded projects. Otherwise omit.]

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 Request for Proposal (RFP);
 - (b) The Term of Reference (ToR);
 - (c) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirement
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Duties of the Client
 - Appendix E: Cost Estimates in Local Currency
 - Appendix F: Form of Guarantee for Advance Payments
 - Appendix G: Minutes of Negotiations Meetings
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

⁴ Text in brackets is optional; all notes should be deleted in final text.

Section 5. Standard Form of Contract

- (a) the Consultants shall carry out the Services in accordance with the RFP, ToR and provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the RFP, ToR and 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]

For and on behalf of *[name of consultants]*

[Authorized Representative]

[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 Consultants

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]