# YASODHARA RURAL MUNICIPALITY OFFICE OF MANUEL EXECUTIVE KAPIER SALL WILLIAM LUMBINIE TOWN TO THE PROVINCE WEEK

January .

Letter of Invitation

Ref No: 1152

Date: 2081.9.03

Yasodhara Rural Municipality, Office of Municipal Executive, Baidauli, Kapilvastu has invited for Prepare Five Years Periodic Plan (PDP) of Yasodhara Rural Municipality and intends to apply a portion of this budget to eligible payments under this Contract for which this Request for Proposals is issued.

- 1. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Prepare Five Years Periodic Plan (PDP) of Yasodhara Rural Municipality More details on the Services are provided in the Terms of Reference (Section 7).
- 2. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants
  - A) Center for good governance and development management Pvt.Ltd, Tilottama-3 Rupandehi

B) Development port Pvt.Ltd kathmandu-32, Pepsikola.

C) Siddhartha Institute of Research & Consultancy Services, Tilottama-2, Rupandehi

D) City Support Initative, Butwal-11, Rupandahi

- 3. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
- 4. A firm will be selected under Listed in officer 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 - Terms of Reference

6. Please inform us by 2081.09.17, in writing at Yaodhara Rural Municipality office of municipal executive, baidauli, Kapilvastu, by E-mail ito@yasodharamun.gov.np, info@yasodharamun.gov.np:

c) that you received the letter of invitation; and

d) 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. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely, Rishabh Dev Khanal

Chief Administrative Officer



# Request for Proposals (RFP)

# **Selection of Consultants**

Preparation of Periodic Development Plan (PDP)



Office of Yasodhara Rural Municipality Kapilvastu

# SUMMARY DESCRIPTION





#### SELECTION PROCEDURES AND REQUIREMENTS

#### Section 1: Letter of Invitation (LOI)

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

#### Section 2: Instructions to Consultants, Data Sheet

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

#### Section 3: Technical Proposal – Standard Forms

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

#### <u>Section 4: Financial Proposal – Standard Forms</u>

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

#### Section 4: Terms of Reference (TORs)

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

1

#### **SELECTION OF CONSULTANTS**

#### **REQUEST FOR PROPOSALS**



#### REP No#043081#0824PerindrePlant/OrdES

### **Selection of Consulting Services for:**

To Procure Service for Preparation of Periodic Plan (PDP) of
Yasodhara Rural Municipality, Kapilvastu

Office Name: Office of Yasodhara Rural Municipality

Office Address: Bedauli, Kapilvastu

Issued on:

2081.09.03

#### **TABLE OF CONTENTS**



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 -Terms of Reference

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### Section 1. Letter of Invitation

Chief Administrative Officer

Öffice of Yasodhara Rural Municipality, Kapilyastu, 2081

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provide the following consulting services (here in after called "Services"): service to Prepare Five Years Periodic Plan (EDP) of Yasodhara Rural Municipality Kapilvastu. More details on the Services are provided in the Terms of Reference (Section 4).  2. This Request for Proposals (RFP) has been addressed to the Consultants from Standing List. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. To ensure eligibility, specify country of incorporation for each of the Shortlisted Consultants, JV partners and Sub-consultants]  3. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.  4. A firm will be selected under Quality and Cost Based Selection method (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 - Terms of Reference  Please inform us by ——(Day) ,—— (Month) 2024 in writing at Yasodhara Rura)  Municipality, Kapilvastu Lumbini or by E-mail ————————————————————————————————————				
Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference  Please inform us by(Day), (Month) 2024 in writing at Yasodhara Rural Municipality, Kapilvastu Lumbini or by E-mail		1. The Y provid Prepa Kapily (Section 1) (Section 2) This F List. If of Intermediate Consuments Consuments Consuments A firm process.  3. It is reparent Consuments C	Yasodhara Rural Municipality, Kapilvastu, Lumbini province now invites proposals the the following consulting services (here in after called "Services"): service are Five Years Periodic Plan (PDP) of Yasodhara Rural Municipality vastu. More details on the Services are provided in the Terms of Reference ion 4).  Request for Proposals (RFP) has been addressed to the Consultants from Standing a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression and the services, shall be used. In addition, list all members, starting with the name of the least. To ensure eligibility, specify country of incorporation for each of the Shortlist ultants, JV partners and Sub-consultants] not permissible to transfer this invitation to any other firm, such as Consultant at companies, subsidiaries and affiliates. The Client will reject a Proposal if the ultant drops a JV partner without the Client's prior consent, which is given only oftional circumstances, such as blacklisting of the JV partner or occurrence of Forure.  In will be selected under Quality and Cost Based Selection method (QCBS) and dures described in this RFP.  RFP includes the following documents: ection 1 - Letter of Invitation	to ity, ing ion ad ed it's in
(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  Details on the proposal's submission date, time and address are provided in ITC.		Se	ection 4 - Financial Proposal - Standard Forms	
(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  Details on the proposal's submission date, time and address are provided in ITC.	5. <u> </u>	Please in Municipa	nform us by(Day) , (Month) 2024 in writing at Yaşodhara Rural ılity, Kapilvastu Lumbini or by E-mail	
			Whether you will submit a proposal alone or in association with other firm(s)	
urs sincerely,		Details or	n the proposal's submission date, time and address are provided in ITC.	
	ou	rs sincere	rely,	

Chief Administrative Officer Yasodhara Rural Municipality Kapilvastu, Lumbini Province

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#### A. General Provisions

1. Defir	nitions	(a).	"Affiliate(s	)" means	an individual	or an	entity t

- 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.
- "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (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.
- (h). "Day" means a calendar day.
- "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.
- "Experts" means, collectively, Key Experts, Non-Key Experts, or (j). any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k). "Government" means the government of the Nepal.
- "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.
- (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.
- "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all



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	information needed to prepare their Proposals.  (o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.  (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.  (q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.  (r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.  (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  (t). "Services" means the work to be performed by the Consultant pursuant to the Contract.
	<ul> <li>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</li> <li>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</li> </ul>
2. Introduction	<ul> <li>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.</li> <li>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</li> <li>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</li> <li>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</li> </ul>
3.Conflict of Interest	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.  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 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

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		(i) Conflict between consulting activities and procurement of goods,	ecitive.
a.	Conflicting activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.	
b.	Conflicting assignments	(ii) Conflict among consulting assignments: 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) Relationship with the Client's staff: 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 .	
le		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	

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	stated in Section 5 to offer consulting services for GoN/DP-financed projects.
	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 Specified in <b>Data sheet</b> .
	6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 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. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:  (a) as a matter of law or official regulations, Nepal prohibits commercial
	relations with that country; or  (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.
c. Restrictions for6.3.3 public employeesconsu	Government officials and civil servants may only be hired under lting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
	B. Preparation of Proposals
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.



	10.2 The Consultant about forming in the
	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).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.  12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.  12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.  12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.  12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.  12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.



c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b> .
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b> . 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:
	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.
	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.
	13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific	14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
Considerations	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 subconsultancy, the shortlisted Consultant shall be a lead member.
	14.1.2 The Client may indicate in the <b>Data Sheet</b> 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.
	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.



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	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.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
	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.
16. Financial Proposal	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 <b>Data Sheet</b> .
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .
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 <b>Data Sheet</b> .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , 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.
<u></u>	C. Submission, Opening and Evaluation
17. Submission, Sealing, and Marking of Proposals	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 <b>Data Sheet</b> , the Consultant has the option of submitting its Proposals electronically.
	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.
	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.
	17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing



the Proposal.

- 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.
- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", Preparation Periodic Plan (PDP) of Yasodhara RMun reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL 2081.09.18
- 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."
- 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 the time and date of the submission deadline indicated in the Data Sheet".
- 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.
- 17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

#### 18. Confidentiality

- 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.
- 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



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	blacklisting procedures.  18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
19. Opening of Technical Proposals	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 <b>Data Sheet</b> . 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.
	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.
20. Proposals Evaluation	<ul> <li>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.</li> <li>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.</li> </ul>
21. Evaluation of Technical Proposals	<ul> <li>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.</li> <li>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.</li> <li>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 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.</li> </ul>



22. Financial Proposals for QBS	<ul> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	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.
	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.  These Financial Proposals shall be then opened, and the following information will be recorded:  (a) Name and address,  (b) Proposed service charge,  (c) Discount offered, if any;  (d) Description of the discrepancies, if any, between figure and words,  (e) Whether the financial proposal is signed or not by authorized representative of consultant,  (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,  (g) Other necessary matters considered appropriate by the Public Entity



24. Correction of Errors	<ul> <li>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.</li> <li>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</li> </ul>
	the Financial Proposal.
a. Time-Based Contracts	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, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	<ul> <li>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.</li> <li>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.</li> </ul>
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 <b>Data Sheet</b> .
27. Combined Quality a	1
a. Quality- and Cost-Based	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

and



Selection (QCBS)	instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations?
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.
	27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
	D. Negotiations and Award
28. Negotiations	a. 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.
	b The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
	C 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	28.1The 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.
	28.2 Not withstanding 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	28.3 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	28.4 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.



	<u> </u>			
	<ul> <li>28.5 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.</li> <li>28.6The 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.</li> </ul>			
29. Conclusion of Negotiations	<ul> <li>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.</li> <li>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing 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.</li> </ul>			
30. Award of Contract	<ul> <li>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.</li> <li>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</li> <li>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.</li> <li>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</li> <li>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.</li> </ul>			
31. Request for Information/Complaints	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			

any



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 Data Sheet with the validity period of at least ninety days from the date of filing of application.

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.

- 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.
- 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.
- 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.
- 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.

# 32. Conduct of Consultants

- 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.
- 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:
  - 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
  - e. participation of other prospective bidders.
  - f. coercion or threatening directly or indirectly to impair or harm, any

June



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	party or the property of the party involved in the procurement proceedings, g. collusive practice among consultants before or after submission or 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 or
	proposals up to the notification of award of contract
33. Blacklisting	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:
	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,
	<ul> <li>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,</li> </ul>
	<ul> <li>d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</li> </ul>
	<ul> <li>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</li> </ul>
	f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.
	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.
	The list of debarred firms is available at the electronic address specified in the <b>Data Sheet</b> .

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	A Community
	A. General
_ <del></del> _	ITC Clause Reference
1	Involvement of Development Partner (DP) is: NA
2 (definitions)	<ul> <li>International experts mean experts who are citizens of an eligible country.</li> <li>National experts mean experts who are citizens of Nepal.</li> <li>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</li> </ul>
	<ul> <li>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</li> </ul>
_	Name of the Client: Yasodhara Rural Municipality, Kapilyastu, Lumbini Province
3	Method of selection: QCBS
4	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: To Procure the Service for the Preparation of Periodic Development Plan (PDP) of Yasodhara Rural Municipality, Kapilvastu as specified in the ToR
5	A pre-proposal conference will be held: No
6	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 5, TOR
7	Maximum number of partners in JV shall be: NA (Single Firm only)  A list of debarred firms and individuals is available at the following website  https://ppmo.gov.np
	B. Preparation of Proposals
8	The Proposal shall comprise the following  a) 1st Inner Envelope with the Technical Proposal:  1. Power of Attorney to sign the Proposal  2. Proof of Legal Status and Eligibility  3. TECH-1  4. TECH-2  5. TECH-3  6. TECH-4  7. TECH-5  b) 2nd Inner Envelope with the Financial Proposal (if applicable):  1 FIN-1  2 FIN-2
9	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:      No.
10	<ul> <li>Proposals must remain valid for 90 calendar days after the proposal submission deadline.</li> </ul>
11	Sub-contracting is allowed for the proposed assignment: No
12	Clarifications may be requested no later than 7 days prior to the submission deadline  The contact information for requesting clarifications is: E-mail:
13	<ul> <li>Shortlisted Consultants may associate with non-shortlisted consultant(s): No</li> </ul>
14	Estimated input of international Key Experts' time-input person-months: NA Estimated input of national Key Experts' time-input:  1. 1 person-months (Lead expert/Team leader 4.5 Months)  2. Person-months (Subject experts 4 Nos @ 3 Months to each 12 Months)

N. C.



	Province, Nepal
	3. GIS Expert 1 No @ 2 Months
	4 1 person-month (Documentation Assistant 4 months)
15	The time time input of international Key Experts 15, NA
16	The total available budget for this Fixed-Budget assignment is. NA
	the summand in cost proposal.
16.1	1. A per diem allowance for experts for every day of absence from the home office
	to the second of the Confices.
	ToR for report preparation, different workshaps facilitation, information sales and
	1 (1 (1 )
	compilation as required).  3. Cost of travel by appropriate means of transport of Consultant Team Members  3. White in the Consultant Team Members at Municipality level)
	Cost of travel by appropriate media of dampers     Workshop organization cost (Minimun 2 times at Municipality level).      Workshop organization cost (Minimun 2 times at Municipality level).
	5. Report Printing, Photocopy and binding etc
	6. Overheads of consultant if applicable  A price adjustment provision applies to remuneration rates: No
16.2	"Information on the Consultant's tax obligations in Nepal can be found at the
16.3	List of Descent Deportment Website' WWW.Ifg.gov.ilb.
<del></del>	
16.4	The Einancial Proposal should State local costs in Repaices Repos
	C. Submission, Opening and Evaluation
17	The Consultants shall not have the option of submitting their coposals
1 f	electronically
18	The Consultant must submit:
10	(a) Technical Proposal: one (1) Original
	(b) Financial Proposal: one (1) original.
19	The Proposals must be received at the address below no later than:
19	Date: 2081.09.17
	Time: 16:00 local time
	The Proposal submission address is:
	ogica of Vacadhara Pural Municipality, Kapilyastu
	An online option of the opening of the Technical Proposals is offered. NO
20	The opening shall take place at: Next day of proposal submission day
	Date: 2087.09.18
	and the solitions
	In addition, the following information will be read alloud at the opening of the Technica
21	!
	Proposals: Confirmation that invitation to submit proposal was not transferred to another
	1
22	Technical Proposal evaluation criteria, sub-criteria, and point system for
22	A Section and
	Specific experience of firm/Company related to the assignment 20 Points
	i. Reputation of organization (Competence/reliability/Coverage) (8)
	c cimilar type of asignment/Projects (5)
	. 1. Leading Colland Local Governments (/)
	iii. Past experience working with Gold and Local Governments (1)
	b) Technical approach and methodology 20 Points
	Clear approach and methodology/process (10)
	a provide the analysis of the assignment (10)
	ii. Plan/working schedule to conduct this assignment (10) c) Qualifications, experience and competencies of the proposed key professionals for

1



	the Assignment (Team Leader/ Thematic Experts) 60 Points
	Position K-1: Team Leader 30 Points
	Position V 2: Thematic Experts (5 persons) 30 Points
	The number of points to be assigned to each of the above positions shall be determined
	considering the following three sub-criteria and relevant percentage weights.
•	d a 1 list actions (general education training, and experience). %3.70
	c 41. A immont (relevant evnerience in the Sector/Sillillar assignments), 90.70
!	2. Adequacy for the Assignment (relevant experience in the region (working level), knowledge of local administrative system,  3. Relevant experience in the region (working level), knowledge of local administrative system,
	l argonization etc.): 45%
	= Total Landing Coord (St) required to pass Ist by points
	The section of the eneming of the Financial Fluguesais is directed.
23 24	The single currency for the conversion of all prices expressed in various currencies
24	into a single one is: NA
	The official source of the selling (exchange) rate is: NA
	1' - Li sella avalando roto is: NA
25	The date of the exchange rate is. INA  The lowest evaluated Financial Proposal (Fm) is given the maximum financial score
[ QCBS only]	1 (00 - 5400
[ 4020 0,1	The formula for determining The financial scores (Sf) of all other Proposals is
	and the state of t
	$Sf = 100 \times Fm/F_i$ in which "Sf" is the financial score, "Fm" is the lowest price and " "Sf"
	ii :
	The weights given to the Technical (F) and Financial (F) Flobosals are:
	-
	. I I I A I A I A I A I A
	weight the weight given to the Technical Proposal, F = the weight given to
	the Financial Proposal; T + P = 1) as following: S = St x T% + Sf xP%
	D. Norretictions and Award
	D. Negotiations and Award
26	Expected date and address for contract negotiations:
	Date;
27	The Applicant shall furnish a cash amount of a pank quarantee none commercial bank of
28	Figure sign positivition oligible to issue Rank (suarantee as per prevailing Law with on
	amount of [specify an amount between 0.25% to 0.50% of the estimate]. NA
	A list of blacklisted firms is available at the PPMO's website
29	A list of placklisted little is available at the
	http://www.ppmo.gov.np

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# Section 3. Technical Proposal — Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### FORM TECH-1

#### TECHNICAL PROPOSAL SUBMISSION FORM {Location, Date} [Name and address of Client] To: Dear Sirs: We, the undersigned, offer to provide the consulting services for Preparation of Periodic Development Plan (PDP) of Yasodhara Rural Municipality in accordance with your Request for Proposals dated ...... [Insert Date] "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope We hereby declare that: All the information and statements made in this Proposal are true and we accept that (a) any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO. We have no conflict of interest in accordance with ITC and we have not been punished (b) for an offense relating to the concerned profession or business We meet the eligibility requirements as stated. Our Proposal is binding upon us and subject to any modifications resulting from the (d) Contract negotiations. In competing for (and, if the award is made to us, in executing) the Contract, we (e) 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 27 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: Address: Contact information (phone and e-mail):

A'S



#### 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 5 (Five) 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.

JA!



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:	
Functions Performed:		ject Director/Coordinator, Team Leader etc.) Involved and ssignment, nature of activities performed and location)	
Description of Actual S			
Consultant's Name			



#### FORM TECH-3

# COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment.

#### A - On the Terms of Reference

{ improvements to the Terms of Reference, if any}

Chief Administrative Officer

N.



#### FORM TECH-4

# DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}
- a) <u>Technical Approach and Methodology.</u>{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. <u>Please do not repeat/copy the TORs in here.</u>}
- 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.)

15

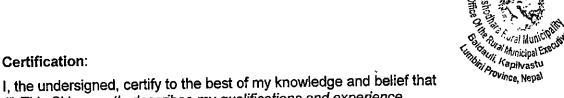
# FORM TECH-5



#### **CURRICULUM VITAE (CV)**

Position Tit	e and No.	{e.g., K-1,	TEAM LEADER)			
Name of Firm			ne of firm proposing the	e expert		
Name of Expert:		{Insert full				
Date of Birtl	n:	{day/mont	th/yea <u>r}</u>			
Citizenship		<u> </u>				
Education: educational i	{List college/university	y or othe	r specialized educati e(s)/diploma(s) obtained	on, giving names of d}		
reverse orde held, type of location of organization	er. Please provide date employment (full time, the assignment and c	es, name of part time, contact informations in ed for reference of the ed for reference of ed for ed for reference of ed for ed for reference of ed for reference of ed for ed for e	of employing organiza contractual),types of a formation of previous ences. Past employme	present position, list in tion, titles of positions activities performed and clients and employing nt that is not relevant to		
Period	Employing organizati your title/position. Co information for refere	ontact	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, minister]					
<del></del>	p in Professional Asse			s):		
	for the Assignment:					
Detailed Tasks Assigned on Consultant's Team of Experts:			Reference to Prior V that Best Illustrates the Assigned Tasks	Capability to Handle		
{List all de in which th	{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)					
Evnert's conf	act information: (e-ma	<u></u>	phone	)		

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

assignment

(iv) 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.

(v) I declare that Corruption Case is not filed against me.

I understand that any willful misstatement described herein may dismissal, if engaged.	ay lead to my disqualification o		
	Date:		
[Signature of expert]	Day/Month/Year		
	Date:		
[Signature of authorized representative of the firm]	Day/Month/Year		
Full name of authorized representative:			



# Section 4. Financial Proposal

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs



Section 4. Financial Proposal

{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.}

FIN-1 **Financial Proposal Submission Form** 

FIN-2 **Summary of Costs** 

#### FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

To:	[Name and address of Client]	{Location, Date}
Dear	Sirs:	•
	We, the undersigned, offer to provide the consulting services for proposal dated [Insertable Proposal dated ]]	or [Insert title of rt Date] and our
	Our attached Financial Proposal is for the amount of {Indicate the corunt(s) currency(ies)} {Insert amount(s) in words and figures}, excluding 7).{Please note that all amounts shall be the same as in Form FIN-2}.	
from	Our Financial Proposal shall be binding upon us subject to the modi Contract negotiations, up to expiration of the validity period of the Proposal	
	We understand you are not bound to accept any Proposal you receive.	
	Yours sincerely,	
	Authorized Signature {In full}:  Name and Title of Signatory:  In the capacity of:  Address:  E-mail:	
	Chief Admini	strative Officer



# FORM FIN-2

## Summary of Proposed Cost Breakdown and its details Description of Works: Preparation of Periodic Plan (PDP) of Yasodhara Rural Municipality, Kapilvastu

S.N.	Particulars/Description	Nos	Quantity/ Months	Unit Cost	Total
A	Remun	eration	of Experts		
A 1.1	Team Leader/Lead Planner	1	4.5		
A.1.2	Economist/Financial Expert	1	3		
A.1.3	Social development/GESI Expert	1	3		
A.1.4	Institutional Development/Governance Expert	1	3		
A.1.5	Infrastructure Development /Environment Expert	1	3		
A.1.6	GIS Expert	1	2		
	Remuneration of Supp	ort staf	î		
A 2.1	Computer Operator/Support staff	1	4		
		Su	b-Total of A		
В	Reimbursable Expenses				
B 1	Travel and DSA of consulting team				
B.1.1	DSA of Experts (out of own office) 6 persons @ 20 days = 120 days		120days		
B.1.2	Travel Costs of Experts and support staffs	L	ump sum		
		Sub-	Total of B 1		<u>-</u>
B 2	Stationery for report preparation /documentation /printing /Photocopy	1 -	r requirement ump sum		
В3	Miscellaneous Expenses (Organization of workshops at Municipality level – min two times and one in each wards)		10		
		Su	b-Total of B		
		T	otal A and B		
			Vat @13%		
	Grand 7	Cotal in	cluding VAT		

A



# Terms of Reference कार्यसर्त विवरण

गाउँपालिकाको आवधिक बिकास योजना तयार गर्ने सम्बन्धी कार्यसर्त विवरण



यशोधरा गाउँपालिका गाउँ कार्यपालिकाको कार्यालय, बैदौली, कपिलवस्तु

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#### १. पृष्ठभूमि

नेपालको संविधानले नेपालमा तीन तहका सरकारको व्यवस्था गरेको छ । यस अनुरुप ७५३ स्थानीय तहहरु (महानगरपालिका, उप-महानगरपालिका, नगरपालिका तथा गाउँपालिकाहरु) निर्वाचन प्रिक्तयाबाट गठन भई संविधानले व्यवस्था गरे बमोजिम अनुसूची द्र अनुसार निर्दिष्ट गरेका काम, कर्तव्य र अधिकार तथा जिम्मेवारीहरु निर्वाह गर्दे आइरहेका छन् । नेपालको संविधानले यी तीन तहका सरकारका बीच समन्वय, सहकार्य र सह-अस्तित्वको सम्बन्धी परिकल्पना गरेको छ । अनेकौ चुनौतीका बाबजुद आफ्नो क्षमता, उपलब्ध श्रोत साधन र अवसरहरुलाई मध्यनजर गर्दे नेपाल सरकारको पन्धौ योजनाले परिकल्पना गरेको "समृद्ध नेपाल, सुबी नेपाली" र प्रदेश सरकारले परिकल्पना गरेको "समृद्ध प्रदेश, खुसी जनता" मा टेवा पुऱ्याउनेतवरले स्थानीय तहको विशिष्टता र परिवेश अनुसारको योजनाबद्ध विकास योजना तर्जुमा गरी कार्यान्वयन ल्याएको अवस्था हो । त्यसै गरी नेपाल सरकारको सोहौँ योजनाले राखेको "सुशासन, सामाजिक न्याय र समृद्धि" को दिर्घकालिन सोंच तथा स्वही अनुरुपको लक्ष्य, उद्देश्य तथा रणनीतिहरु सहितको आविधक योजनाको आवश्यकता देखिन्छ।

आविधिक योजना भनेको समष्टीगत आर्थिक, सामाजिक विकासको सौँच पूरा गर्न एवं तदनुरुप उपलब्धी हासिल गर्न लक्ष्य, उद्देश्य, नीति, रणनीति तथा कार्यक्रम र त्यस्ता कार्यक्रम कार्यान्वयनका लागि सम्भावित श्रोतको व्यवस्था गरिएको परिभाषित दस्ताबेज हो । आविधिक योजना आफूले लिएको सौँच पूरा गर्न र चाहेको विकास गनतव्यतर्फ क्रिमिक रुपमा बढ्ने कामलाई निर्देशित गर्न तयार गरिन्छ । आविधिक विकास योजना सम्बद्ध आवश्यक विषयहरु समेटिएको एक संक्षिप्त संकेतात्मक खाका हो । नेपालको संविधानले संघ, प्रदेश र स्थानीय तहहरुलाई एकल अधिकार र साभा अधिकारहरु बमोजिम आवश्यक कानूनहरु निर्माण र लागु गर्ने, वार्षिक योजना र बजेट तयार गर्ने, आवश्यक नीतिहरु र योजनाहरु बनाउने र लागु गर्ने लगायतका महत्वपूर्ण जिम्मेवारीहरु प्रदान गरेको छ । संविधानको अनुसूची ६ मा एकल अधिकारहरु र अनुसूची ९ मा स्थानीय तहहरुलाई साभा अधिकार र जिम्मेवारीको प्रयोग र अभ्यास गर्दा संघीय र प्रादेशिक नीति र कानून अनुरुप हुनुपर्ने प्रावधान पनि छ । स्थानीय तहहरुले संविधानमा उल्लेखित निर्देशक सिद्धान्तहरु तथा राज्यका नीतिहरु बमोजिम मानव अधिकार, सामाजिक न्याय, अधिकारमा आधारित समावेशीमूलक विकास सम्बन्धी प्रावधानहरुको पनि पूर्ण परिकल्पना गर्नुपर्दछ । यसको साथै आ-आफ्ना योजनाहरु र कार्यक्रमहरु मार्फत दीगो विकास लक्ष्यहरु हासिल गर्न योगदान पुऱ्याउने महत्वपूर्ण उत्तरदायित्व पनि सम्बन्धित स्थानीय तहहरुलाई सम्पेको छ ।

यसै सन्दर्भमा, नेपाल सरकारले तत्कालीन ३९९४ वटा स्थानीय निकायहरुलाई नयाँ ७५३ वटा स्थानीय तहहरुमा पुनर्संरचना गरेको छ । दोश्रो कार्यकालको लागि भएको निर्वाचन पश्चात् नवनिर्वाचित जनप्रतिनिधिहरु सिहत औपचारिक रुपमा स्थानीय तहहरुमा सरकार स्थापना भई क्रियाशील रहेको छन् र अहिले आ-आफ्ना क्षेत्रमा सेवा प्रवाह गर्ने उत्तरदायित्व निर्वाह गरिरहेका छन् । यसको अलावा, स्थानीय तहहरुको काम कारवाहीमा महत्वपूर्ण प्रभाव पार्ने चार महत्वपूर्ण ऐनहरु स्थानीय सरकार सञ्चालन ऐन २०७४, अन्तर सरकारी वित्तीय हस्तान्तरण ऐन २०७५ र राष्ट्रिय प्राकृतिक श्रोत र वित्त आयोग ऐन २०७४, कर्मचारी समायोजन ऐन व्यवस्थापिका संसदबाट पारित भई लागु भइसकेका छन्।

स्थानीय सरकार सञ्चालन ऐनले स्थानीय तहहरु (गाउँपालिका र नगरपालिकाहरु) लाई आफ्नो अधिकार क्षेत्र भित्रको स्थानीय स्तरको विकासको लागि आवधिक, वार्षिक, रणनीतिक, विषयगत, मध्यमकालीन र दीर्घकालीन योजना बनाएर लागु गर्ने व्यवस्था गरेको छ । सोही ऐनले स्थानीय तहहरुले आफ्नो ऐन नियमावलीहरु बनाउँदा संवैधानिक प्रावधान अनुरुप हुनुपर्ने तथा संघ र प्रदेश सरकारको नीति, लक्ष्य, उद्देश्य, समय सीमा र प्रिक्रयासँग अनुकूल हुनुपर्नेमा ध्यान आकृष्ट गरेको छ । आवधिक र रणनैतिक योजनाहरु बनाउँदा सुशासन, विपद् व्यवस्थापन, लैगिक तथा सामाजिक समावेशीकरण जस्ता अन्तरसम्बन्धित विषयहरुलाई पनि सम्बोधन गर्नुपर्ने व्यवस्था गरेको छ । स्थानीय तहहरुले विकेन्द्रीकरण र अधिकार निक्षेपणको सिद्धान्तहरु बमोजिम स्थानीय नागरिकहरु विशेष गरी सुविधाबाट बञ्चित वर्गहरुको पहुँच, सहभागिता र स्वामित्वको सुविधाको लागि उनीहरुलाई उत्तरदायी, जवाफदेही र पारदर्शी तरिकाले सेवा प्रवाहमा ध्यान दिनुपर्नेमा जोड दिएको छ । साथै आवधिक योजना तयार गर्दा राष्ट्रिय योजना आयोगले तयार गरेको स्थानीय तहको योजना तर्जुमा दिग्दर्शन २०७८ लाई आधार मान्नुपर्ने प्रावधान रहेको छ ।

यसोधरा गाउँपालिकाको आर्थिक वर्ष २०८१/०८२ को वार्षिक कार्यक्रममा गाउँपालिकाको आविधक बिकास योजना तयार गर्ने कृयाकलाप प्रस्ताव गरी स्विकृत भएकोमा सो को कार्यान्वयन गर्न आवश्यक भएको र सो कार्य हाल गाउँपालिकामा रहेको मौजुदा जनशक्तिबाट गर्न सम्भव नदेखिएकोले गाउँपालिकाको ५ वर्षे आविधक योजना तैयार गर्ने कार्यका लागि योग्य परामर्शदाता फर्मबाट सेवा खरिद गर्नका लागि यो कार्यसर्त विवरण (ToR) तयार गरिएको



#### उद्देश्यहरु

यस क्रियाकलापका मुख्य उद्देश्यहरु निम्नानुसार छन् :

क. स्थानीय सरकार सञ्चालन ऐन २०७४ तथा राष्ट्रिय योजना आयोगले तयार गरेको स्थानीय तहको योजना तर्जुमा दिग्दर्शन २०७८ ले निर्देशित गरे बमोजिमको सहभागीतामूलक विधि तथा प्रिक्रियाहरु अवलम्बन आवश्यक विषयगत क्षेत्र तथा ऋसकटिङ विषयहरु समेटिएको गाउँपालिकाको ५ बर्षे आवधिक विकास योजना तयार गर्ने ।

आवधिक योजना तयार गर्दा अपनाइएका प्रिक्तयाहरु अभिलेखीकरण गन तथा योजना तर्जुमा प्रिक्तयाबाट हासिल

भएका सिकाई र अनुभवहरु पनि समावेश गर्ने ।

पालिकाको वार्षिक योजना कार्यक्रमहरूको आवधिक योजनासँग संयोजन गर्न आवश्यक ढाँचाहरु बनाउन सहयोग गर्ने, जसबाट आवधिक योजनाको कार्यान्वयन समेत सुनिश्चित होस्।

#### क्रियाकलापका दायराहरु

प्रस्तावित क्रियाकलापका प्रमुख दायराहरु निम्नानुसार रहेका छन्।

परिवर्तित परिवेशको सन्दर्भमा गाउँ कार्यपालिकाका सदस्यहरुलाई आवधिक योजना, यसको आवस्यकता, औचित्य, निर्माण प्रक्रिया, सहभागीता आदि विषयमा पनि छलफल चलाउनु पर्नेछ । साथै आविधक योजना निर्माण निर्देशक समिति तथा अन्य विषयगत समितिहरुको भूमिकाको बारेमा छलफल तथा गठन गर्न

सहजीकरण गर्नपर्नेछ ।

संघ तथा प्रदेश तहका र योजनाहरुको समीक्षा गर्ने, गाउँपालिकाको कानून, नीति नियम र अभिलेखको समीक्षा गर्ने । आवधिक योजना निर्माण गर्दा नेपाल सरकार र प्रदेश सरकारका कानून, नीति नियम, आवधिक, विषयगत तथा वार्षिक योजना तथा बजेट तर्जुमा जस्ता विषयवस्तुहरुमा विशेष ध्यान दिनुपर्नेछ । प्रमुखतः राष्ट्रिय योजना आयोगले तयार गरेको स्थानीय तहको योजना तर्जुमा दिग्दर्शन २०७८ तथा नेपाल सरकारका अन्य मार्ग निर्देशनका साथै सरकारका मार्ग निर्देशनहरुलाई पनि आधार मानी आवधिक योजना तयार गर्नुपर्नेछ।

ग. आवधिक योजना तर्जुमाको लागि आवश्यक सूचना संकलन तथा विचार संकलन गर्दा विभिन्न तह र चरणमा

कार्यशाला र छलफलहरु आयोजना गर्नपर्नेछ ।

पालिकाको आगामी पाँच वर्षको लागि ५ वर्षे आविधक योजना निर्माण सहभागीतामूलक तरिकाबाट तयार गर्ने जसले विविध विषयगत क्षेत्रहरुमा काम गर्न सहयोग पुग्नेछ।

यो आवधिक योजना Spatial Planning को अवधारणामा रहनेछ । भू-उपयोग सम्वन्धी सूचनाको प्रयोग गरी योजना निर्माण गर्नुपर्नेछ । यो योजना निर्माण गर्दा परामर्शदाताले आविधिक योजना निर्देशन समिति संगको समन्वयमा प्राविधिक सहजीकरण तथा आवश्यक दस्तावेजहरु तयार गर्नुपर्नेछ ।

#### ४ अपेक्षित नतिजाहरू

यस कार्यबाट निम्न लिखित नितजाहरु अपेक्षा गरिएका छन् :

क. गाउँ कार्यपालिकाका सदस्यहरुले योजना तर्जुमा प्रिक्तयाहरुको बारेमा जानकारी पाउनेछन् तथा तिनीहरुको उर्ध्वगत (Vertical) तथा समतलीय (Horizontal) सम्बन्ध (मुख्यगरी आवधिक, मध्याविध खर्च संरचना तथा वार्षिक योजना तथा विषयगत योजनाहरु र तिनीहरुको अन्तर सम्बन्धहरु) को बारेमा जानकारी प्राप्त गर्नेछन् ।

ख. विषयगत लक्ष्य/उद्देश्य/नतिजा सहित तोकिएको ढाँचामा सहभागीतामूलक तथा समावेशीमूलक प्रिक्रयाद्वारा पाँच वर्षे आवधिक योजनाको दस्तावेज तयार हुनेछ । जसले आगामी वर्षको वार्षिक योजनाहरुलाई समेत मार्ग निर्देशित गर्नेछ।

निर्वाचित जनप्रतिनिधिहरु र कर्मचारीहरु वार्षिक योजना मार्फत आवधिक योजना कार्यान्वयन गर्ने प्रिक्रयाको बारेमा जानकार हुनेछन् । साथै आवधिक विकास योजना अनुरुप वार्षिक योजना तर्जुमा गर्नको लागि दिशानिर्देश तथा ढाँचाहरु तयार भएको हुनेछ ।



# ५. सम्पन्न गर्नुपर्ने प्रक्रिया तथा मुख्य क्रियाकलापहरु

दस्तावेजहरुको अध्ययन (पार्श्वचित्र, ऐन, नियम, दिग्दर्शन, योजना आदि जस्तै : राष्ट्रिय योजना आयोगले तयार गरेको स्थानीय तहको योजना तर्जुमा दिग्दर्शन २०७८, प्रदेश नीति तथा योजना आयोगले तयार गरेको प्रदेशको वस्तुस्थिति विवरण २०७५, मन्त्रालय र विभागहरुले प्रकाशन गरेका प्रतिवेदनहरु, राष्ट्रिय योजना आयोग, प्रदेश नीति तथा योजना आयोग र सम्बन्धित गाउँपालिकाले तयार गरेका अन्य लिखतहरुको अध्ययन तथा बिश्लेषण कार्य ।

आवधिक योजना सम्बन्धी कार्यपालिका सदस्यहरु र प्रमुख प्रशासकीय अधिकृत सँग निर्देशन समिति र विषयगत

समितिहरु गठन तथा अन्य व्यवस्थापकीय तयारी सम्बन्धी छलफल तथा निर्णयहरु ।

गाउँपालिकामा आवधिक योजना तर्जुमा सम्बन्धी अभिमुखीकरण गोष्ठि सञ्चालन । Π.

आवश्यक तथ्यांक र सूचना संकलन तथा विश्लेषण : सर्वप्रथम स्वीकृत कार्ययोजना बमोजिम आविधक योजना तर्जुमाको लागि सम्बन्धित वडा सिमितिको पहलमा वडास्तरीय परामर्श बैठकहरु सञ्चालन गर्नुपर्नेछ । यसका लागि स्थानीय जनताको प्रतिनिधिमूलक सहभागीताको लागि सर्वप्रथम सामुदायिक संस्था, टोल विकास संस्था, सहकारी, सामुदायिक वन उपभोक्ता समूह, खानेपानी उपभोक्ता समूह, महिला समूह, आमा समूह, सामुदायिक विद्यालय, वडामा कियाशील संघ संस्थाहरु, बाल क्लब, निजी क्षेत्र, राजनीतिक दलका वडास्तरीय प्रतिनिधि लगायतका सरोकारवालाहरुसँग परामर्श गर्नुपर्नेछ । उक्त परामर्शबाट द्वितीय श्रोतबाट प्राप्त हुन नसकेका आधारभूत सूचनाहरु संकलन गर्ने, समस्या तथा चुनौती र अवसरहरु पहिचान गर्ने, मुख्य-मुख्य मुद्दा र योजना तथा कार्यक्रमहरु पहिचान गर्ने लगायतका कार्यहरु गर्नुपर्नेछ । यस्ता छलफल तथा कार्यक्रम संचालनमा वडा कार्यालयहरुबाट सहयोग रहने छ।

वडा तहबाट समस्या पहिचान, सम्भावना पहिचान र संकलन : स्थानीय सहजकर्ताहरुद्वारा वडा तहमा आविधक योजना तर्जुमाको लागि SWOT Analysis (Strength Weakness, Opportunity, वडा तहबाट समस्या र सम्भावना पहिचान, विभिन्न विधिहरुको प्रयोगबाट वस्तुतिस्थिति विश्लेषण, GIS Mapping, सरोकारवालाहरुको बैठकबाट पर्याप्त सूचना प्राप्त नभएमा थप सूचना प्राप्त गर्न वा प्राप्त सूचनाहरुको पुष्टिको लागि एक वा एकभन्दा बढी प्रमुख सूचनादाता अन्तरवार्ता र लक्षित समूह छलफल गर्नुपर्नेछ । यस बाहेक सहभागीतामूलक औजारहरुको प्रयोग गरी आवश्यक सूचना संकलन गर्न सिकनेछ । प्राप्त तथ्यांक र जानकारी समेतलाई विश्लेषण गरी अन्तिम रुप दिइने छ । सबै वडाहरुबाट प्राप्त तथ्यांक र सुभावहरुको आधारमा वस्तुगत अवस्था भाल्काउने जि.आई.एस. नर्क्साहरु (GIS Mapping) तयार गर्नुपर्नेछ । यी नक्साहरुको मुख्य उद्देश्य स्थानीय तहको विद्यमान वस्तुगत अवस्था नक्सामा उतार्नु हुनेछ ।

आवधिक योजना तर्जुमा कार्यशाला गोष्ठी सञ्चालन (समावेशी तथा सहभागीतामूलक तरिकाद्वारा) यस कार्यशाला गोष्ठीमा उपलब्ध सूचना तथा सहभागीतामूलक छलफल तथा कार्यका माध्यमबाट आवधिक

योजनाको प्रथम मस्यौदा तयार हुनेछ।

अभिमुखिकरण कार्यशाला तथा गोष्ठी आयोजना आदिको सम्पूर्ण विवरण (प्रशिक्षक, सहभागी र अन्य

आवश्यक सूचनाहरु) प्रतिबेदनमा समाबेस गर्नुपर्नेछ ।

ज. दस्तावेज अभिलेखीकरण (तल ६ नम्बर बुँदामा उल्लेख भएका विषयहरु नछुट्ने गरी) गर्ने । अन्तिम मस्यौदा दस्तावेज अनुमोदनको लागि सुभावहरु संकलन गर्नुपर्नेछ । आवधिक योजनाको अन्तिम मस्यौदा प्राप्त भएपछि उक्त मस्यौदा उपर गाउँपालिकाको सुभाव प्राप्त भएमा उक्त सुभाव समेत समावेश गरी प्रतिवेदनलाई अन्तिम रुप दिन् परामर्शदाताको कर्तृव्य हुनेछ ।

अन्तिम दस्तावेज माथि छलफल, समभ्रदारी निर्माण तथा अनुम़ोदन कार्यपालिकाबाट गराउनु पर्नेछ ।

सुभाव सिहतको दस्तावेजको अन्तिम लेखन तथा दस्तावेजको हस्तान्तरण परामर्शदाताले गर्नुपर्नेछ।

## कार्यसम्पन्न पश्चात् प्रतिबेदनका साथ पेश गर्नुपर्ने विवरणहरु

क. आवधिक योजना तर्जुमा सम्बन्धी अभिमुखीकरण गोष्ठी सञ्चालन भएको (समावेशी सहभागीतामूलक रूपमा)

प्रमाण (प्रतिवेदन, हाजिरी, इत्यादि)।

ख. प्रारम्भिक प्रतिवेदन परामर्शदाताले सरोकारवालाहरुसँगको प्रारम्भिक छलफल र अन्तरिकया पछि गर्नुपर्ने मुख्य कियाकलापहरुको चरणबद्ध कार्ययोजना र समयतालिका, विधि र प्रक्रिया तथ्यांक संकलन गर्ने फारम तथा सूचकांकहरु सहित प्रारम्भिक प्रतिवेदन सम्भौता भएको ३० दिनमा पेश गर्नुपर्नेछ ।

२ महिनामा कार्य अवस्थाको स्थिति बारे छोटो प्रतिवेदन पेश गर्नुपर्नेछ ।

कार्यशर्तको कार्यक्षेत्र भित्र रहेर आविधक योजना तर्जुमा सम्बन्धमा भएका कानूनी व्यवस्था र संघ तथा प्रदेश तहबाट तयार गरिएको निर्देशिका, मापदण्ड र ढाँचाको अनुशरण गरी गाउँपालिकाको स्थानीय

अवश्यकता, प्राथमिकता र विकासका सम्भावनाहरुका आधारमा आवश्यका सस्तावेज सहितको आवधिक विकास योजनाको मस्यौदा पेश गर्ने ।

ड. दिर्घकालिन सोच, लक्ष्य, उद्देश्य र रणनीतिहरु सिहत सहभागीतामूलक तरिकाबाट तयार गरिएको आविधक बिकास योजनाको अन्तिम दस्तावेज । अन्तिम दस्तावेज तयार गर्दा स्थानीय तहको योजना तर्जुमा दिग्दर्शन २०७८ लाई मुख्य आधार मानिने छ । योजना तयार गर्दा लैगिक समानता तथा सामाजिक समावेशीकरणका विषय र दीगो विकासका लक्ष्यहरु र नेपाल सरकारको १६ औं योजनासँग स्पष्ट तादम्यता मिलाउनु पर्नेछ ।

७. समयावधि, अनुगमन तथा गुणस्तर सुनिश्चितता यस क्रियाकलाप सम्पन्न गर्नका लागि बढीमा ४ महिनाको समय रहनेछ । सम्भौता भएको ३० दिन भित्रमा विस्तृत कार्ययोजना सहित सुरुवाती प्रतिवेदन पेश गर्नुपर्नेछ । सहजीकरण समितिबाट प्राप्त पृष्ठ्रपोषण अनुसार परामर्शदाताले आपनो कामको तौर तरिका तथा प्रक्रिया समयमानै सुधार गरी कामको गुणस्तरको सुनिश्चितता गर्नेछ । आवधिक योजनाको मस्यौदा प्रतिवेदन पेश गरी पालिकाबाट सुभावहरु संकलन गरी ती सुभावहरु समेत समावेश गरी अन्तिम आवधिक योजना पेश गर्नुपर्नेछ ।

#### परामर्शदाता टोलीको संरचना

टोली सदस्य	संख्या	आवश्यक योग्यता तथा अनुभव	कैफियत
टोली नेता तथा योजना विज्ञ	٩	स्नातकोत्तर उर्तिण गरी कम्तिमा ७ वर्षको विकास योजना सम्बन्धी अनुभव तथा गुरुयोजना वा आवधिक योजना निर्माणको नेतृत्व गरेको अनुभव भएको।	
अर्थशास्त्री तथा वित्तीय विश्लेषक विज्ञ	٩	अर्थशास्त्र वा अन्य सम्बन्धित विषयमा स्नातकोत्तर गरी सम्बन्धित क्षेत्रमा कम्तिमा ४ वर्षको अनुभव, आर्थिक तथा वित्तीय क्षेत्रको विश्लेषण सम्बन्धी अनुभव भएको।	
सामाजिक बिकास / लैगिक समानता तथा सामाजिक शमावेशीकरण (GESI) विज्ञ	9	समाजशास्त्र वा अन्य सम्बन्धित विषयमा स्नातक गरी कम्तिमा ५ वर्ष GESI तथा सामाजिक विकासको अनुभव भएको ।	
संस्थागत विकास तथा सुशासन विज्ञ	9	कम्तीमा स्नातक गरी संस्थागत विकास तथा सुशासन क्षेत्रमा कम्तिमा ५ वर्षको अनुभव ।	
पूर्वाधार विकास विज्ञ Civil engineer/Env. Engineer	9	सम्बन्धित विषयमा स्नातक गरी आफ्नो विषयमा कम्तिमा ५ वर्षको अनुभव ।	
GIS विज्ञ	9	सम्बन्धित विषयमा स्नातक गरी GIS सम्वन्धी अनुभव भएको हुनुपर्ने ।	
कम्प्युटर अपरेटर/कार्यालय सहायक	٩	१२ पास गरी नेपाली टाईप राम्रो सँग गर्न सक्ने	

९. परामर्शदाता टोलीको अनुमानित कार्य दिन

क्र.सं.	शीर्षक	अपेक्षित कार्य दिन	कैफियत
	जनशक्ति		
9	टोली नेता तथा योजना विज्ञ	४.५ महिना	
२	विषयगत विज्ञहरु (अर्थशास्त्री, समाजशास्त्री/ GESI विज्ञ, संस्थागत विकास तथा सुशासन विज्ञ, पूर्वाधार विकास विज्ञ/वाताबरण विज्ञ प्रत्येकको कम्तीमा	३ महिना	
₹	GIS Experts	२ महिना	
8	कम्प्युटर अपरेटर/कार्यालय सहायक	४ महिना	



१०. निवेदन प्रक्रिया तथा आवश्यक कागजातहरु

यस क्रियाकलापको लागि यस गाउँपालिकामा सूचीकृत रहेका फर्म, कम्पनी तथा संस्थाहरु मध्येबाट तोकिएका इच्छुक सेवा प्रदायकहरुबाट Request for Proposal (RFP) अनुसार कागजातहरु सहितको आर्थिक तथा प्राविधिक प्रस्तावना पेश गर्नुपर्नेछ । तोकिएका सेवा प्रदायकहरुले प्रस्तावना Request for Proposal (RFP) मा दिइएको ढाँचामा पेश गर्नुपर्नेछ ।

११. भक्तानी

सम्भौता भएको परामर्शदाता कम्पनी/फर्मलाई गाउँपालिकाबाट दुई किस्तामा भुक्तानी गर्न सिकने छ । भुक्तानी तालिका निम्नानुसार हुनेछ ।

- प्रारम्भिक प्रतिवेदन पेश गरेपछि परामर्शदाताबाट माग भएमा सम्भौताको रकमको २० प्रतिशत सम्म पेशकी
   प्रदान गरिनेछ ।
- मस्यौदा प्रतिवेदन पेश गरेपछि परामर्शदाताबाट माग भएमा सम्भौताको रकमको थप ६० प्रतिशत सम्म रकम
   प्रदान गरिनेछ ।
- अन्तिम प्रतिवेदन पेश गरेपछि सम्भौता कमोजिमको सम्पूर्ण रकम प्रदान गरिनेछ ।

### १२. आवधिक बिकास योजना तयार गर्दा ध्यान पुऱ्याउनु पूर्ने कुराहरु

- रणनैतिक मार्गदर्शन : यस योजनामा स्थानीय तहको दीर्घकालीन साँच, लक्ष्य, उद्देश्य, रणनीति समावेश गर्नुपर्नेछ ।
- श्रोत नक्सा (Resource Map): यस आवधिक योजनामा गाउँ तथा नगर क्षेत्रको सडक, भौतिक संरचना, हॉरियाली क्षेत्र, नदीनाला, खोला, तातलैया, औद्योगिक क्षेत्र, कृषि क्षेत्र, जलश्रोत, विद्युत, सार्वजनिक क्षेत्र, साँस्कृतिक क्षेत्र आदि विषयवस्तु समेट्ने गरी भौगोलिक सूचना प्रणालीमा आधारित नक्सा (GIS Map) समावेश गर्नुपर्नेछ ।
- .३. भू-उपयोग नक्साइन: भू-उपयोग नक्साइन गर्दा भौगोलिक जोखिम संवेदनशीलता क्षेत्रहरुको समेत पहिचान गरी भौगोलिक सूचना प्रणाली नक्सामा (GIS Map) प्रष्ट देखिने गरी राख्नुपर्नेछ ।
- ४. वातावरण व्यवस्थापन सम्बन्धमा (Environment Management) : यस परिच्छेदमा फोहरमैला व्यवस्थापन, ल्याण्डफिल्ड साइट, प्रदुषण तथा हरियाली व्यवस्थापन, वन, पार्क संरक्षण, आदी विषय सम्बन्धी गतिबिधिहरु अनिवार्य समावेश गरिएको हुनुपर्नेछ ।
- ५. सामाजिक विकास क्षेत्रमा (Social Development Sector) : आवधिक योजनामा शिक्षा, स्वास्थ्य,महिला, बालबालिका, अपाङ्गता, सामाजिक सुरक्षा, लैगिक तथा सामाजिक समावेशीकरण जस्ता विषवस्तु समेदन् पर्नेछ ।
- ६. आर्थिक विकास योजना : यस अन्तरगत औद्योगिक क्षेत्र, औद्योगिक ग्राम, औद्योगिक करिडोर, लघु तथा साना उंद्योग विकास, आय आर्जन, सीप विकास, पर्यटन विकास आदि क्षेत्रहरु समेट्नु पर्नेछ ।
- ७. आबिधक बिकास योजना तथार गर्दा मुख्यतया स्थानीय तहको योजना तर्जुमा दिग्दर्शन २०७८ लाई आधार मानी प्रतिबेदन तथार गर्नुपर्ने छ ।

15