

STANDARD PROCUREMENT DOCUMENT

Procurement of Consulting Services Time-Based /Lump-sum Large Assignments

[Assignments of value more than 30.00Million]

Issued by:

Government of Nepal

Public Procurement Monitoring Office

Tahachal, Kathmandu

January 2009

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Introduction and Instructions

1. This Standard Request for Proposals (SRFP) has been prepared by Public Procurement Monitoring Office for use by Government of Nepal (GoN) and its implementing agencies in the selection of Consultants. This SRFP is for use in selection of consultants for value of consultancy services more than Rs.30 Million under International Competitive Bidding (ICB) procedure. The SRFP can be used with the different selection methods, i.e., quality- and cost-based selection (QCBS), quality-based selection (QBS) and cost-based selection (CBS). The SRFP is based on the PWD Request for Proposals, Selection of Consultants which has been adopted for Nepal.
2. Before preparing an RFP, the user must be familiar with the procedures for appointment of Consultants in accordance with the requirements of Public Procurement Act and Public Procurement Regulations and, in donor funded projects, must have chosen a method of selection and the most suitable form of contract.
3. The SRFP may be used with two standard forms of contract:
 - Complex Time-Based Assignment
 - Large Lump-Sum Assignment

The prefaces of these forms of contracts indicate the circumstances in which their use is most appropriate.
4. A RFP normally includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The standard Information to Consultants and the standard General Conditions in the Form of Contract should not be modified. Any special conditions relating to the assignment should be described in the Data Sheet or Special Conditions of Contract.
5. If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Request for Proposals

RFP # [insert: RFP number]

Country: Nepal

Title of Consulting Services *[insert: title]*

Project Name: *[insert: project name]*

Office Name: *[insert: Office Name]*

Office Address: *[insert: Office Address]*

Financing Agency: Government Budget or Loan/Credit/Grant
*[Insert: Loan/Credit/Grant number if bank
financed]*

Section 1. Letter of Invitation

[insert: Location and Date]

Dear [insert: Name of Consultant]:

1. Government of Nepal (GoN) has allocated fund or [has received/has applied for/intends to apply for] a [loan/credit/grant] from [insert: Name of the Donor Agency] toward the cost of [insert: Name of Project] and intends to apply a portion of this [fund/loan/credit/Grant] to eligible payments under this Contract.
2. The [insert: Name of Client] now invites proposals to provide the following consulting services: [insert: short description of objectives and scope of the assignment]. More details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:

[insert: List of Shortlisted Consultants]

4. A consultant will be selected under [insert: Selection Method]¹ 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,

[insert: Signature, name, and title of Client's representative]

¹ Indicate the appropriate method to be used: Quality- and Cost-Based Selection (QCBS), Quality-Based Selection (QBS), Fixed-Budget Selection(FBS) and Least-Cost Selection (LCS)

Section 2. Information to Consultants²

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The 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 contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 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.
- 1.6 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.
- 1.7 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:

² *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*

- 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.
- 1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.7.3 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN 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 furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the consultant is awarded the contract.
- 1.11 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.
- 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**
- Technical Proposal**
- 3.1 Consultants are requested to submit a proposal Sub- Clause 1.2 written in the language(s) specified in the Data Sheet.
- 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:
- i. 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. Foreign consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- ii. 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.
- iii. 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.
- iv. 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.
- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. 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):

- i. 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.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- 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 (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for 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 and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of Nepal), unless the Data Sheet specifies otherwise.

3.8 Consultants may express the price of their services in the currency acceptable to the Client. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in Nepalese Rupees if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

3.10 The Data Sheet indicates 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, if required, FP; see Para 1.2) 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.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

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

- 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 Sub - Clause 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 ,
QBSFBS,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 days for National level proposals and 15 days for International level proposals 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, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates and the date used shall be as provided by the source indicated in the Data Sheet.
- 5.9 The evaluation shall exclude those taxes, duties, fees, levies, and other charges estimated as per Sub – Clause 3.7 and imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted).
- 5.10 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling stated in Data Sheet shall be rejected.
- 5.11 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.
- 5.12 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 the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 The financial negotiations will include a clarification (if any) of the consultant's tax liability and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. 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 and CBS 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 it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 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 fulfil 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 consultant committed acts pursuant to the Sub-clause 9.2,
 - b) if the consultant fails to sign an agreement pursuant to Sub - Clause 7.3,
 - 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 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 bidder from participating in the contract.
 - e) if it is proved that the contract agreement signed by the Coconsultant 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 GON, 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: _____ _____ _____</p> <p>The method of selection is: <i>[insert QCBS, QBS, FBS, LCS as appropriate]</i> _____</p>
1.2	<p>Technical and Financial Proposals are requested: Yes _____ / No _____ or A Technical Proposal only is requested: Yes _____ / No _____</p> <p>The name, objectives, and description of the assignment are:</p> <p>Name : _____</p> <p>Objectives: _____ _____</p> <p>Description: _____ _____</p>
1.2	<p>Type of Contract Agreement is: <i>[Insert Lumpsum, Time Based, Performance Based Fee, Percentage Based, Retainer and Hourly Fee basis as appropriate]</i></p>
1.3	<p>The assignment is phased: Yes _____ No _____ <i>[If yes, indicate the phasing]</i> _____ _____ _____</p>
1.4	<p>A pre-proposal conference will be held: Yes ___ No ___ <i>[If yes, indicate date, time, and venue]</i></p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Name:</p> <p>Address:</p> <p>Telephone No. :</p>
1.5	<p>The Client will provide the following inputs: <i>[insert inputs the client will give to assist the consultant]</i> _____ _____ _____</p>
1.7.2	<p>The Client envisages the need for continuity for downstream work: Yes ___ No ___</p>

	____ [If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation]
1.11	The clauses on fraud and corruption in the Contract are: _____ _____
2.1	Clarifications may be requested _____ [Insert number] days before the submission date The address for requesting clarifications is: _____ Facsimile: Email:
3.1	Proposals should be submitted in the following language(s): [insert English or Nepali as appropriate]
3.3	(i) Shortlisted consultants/entity may associate with other shortlisted consultants: [insert Yes ___ No ___] (ii) The estimated number of professional staff-months required for the assignment is: _____ <u>The fixed Budget Ceiling for the assignment is : [insert the amount if the selection method is FBS]</u> (iv) The minimum required experience of proposed professional staff is: [Insert title, number of years of professional experience, specific expertise] _____ _____ (vi) Reports that are part of the assignment must be written in the following language(s): _____
3.4	(vii) Training is a specific component of this assignment: Yes ___ No ___ <i>[If yes, provide appropriate information]</i> (viii) Additional information in the Technical Proposal includes: _____ _____
3.7	Taxes: [Specify consultant's liability: nature, sources of information]: _____ _____
3.8	Currency of Payment : [insert as appropriate for domestic or International consultant] For International level proposal weather the Consultants is to state local cost in the national currency : Yes ___ No ___
3.10	Proposals must remain valid _____ days <i>[Normally between 60 and 90 days]</i>

	after the submission date, i.e., until: <i>[insert date]</i>																								
4.3	Consultants must submit an original and ____ <i>[insert number]</i> additional copies of each proposal:																								
4.4	The proposal submission address Information on the outer envelope should also include :																								
4.5	Proposals must be submitted no later than: <i>[insert date and time]</i>																								
5.1	The address to send information to the Client is: <i>[insert address]</i>																								
5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the consultants related to the assignment <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i></td> <td style="text-align: right; vertical-align: bottom;"><u>[up to 10]</u></td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i></td> <td style="text-align: right; vertical-align: bottom;">[20 - 50]</td> </tr> <tr> <td>(iii) Qualifications and Experience of the key staff for the Assignment <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i></td> <td style="text-align: right; vertical-align: bottom;">[30 - 60]</td> </tr> <tr> <td>(iv) Suitability of the transfer of knowledge program or training) <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i></td> <td style="text-align: right; vertical-align: bottom;"><u>[up to 10]</u></td> </tr> <tr> <td>(v) Local participation (as reflected by nationals among key staff presented by foreign and local consultants; (not applicable for National level proposals) <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i></td> <td style="text-align: right; vertical-align: bottom;"><u>[up to 10]</u></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points: 100</td> </tr> </tbody> </table> <p>The number of points to be given under each evaluation sub criteria for qualifications of staff are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) General Qualifications</td> <td style="text-align: right;">[20 - 30]</td> </tr> <tr> <td>(ii) Experience</td> <td style="text-align: right;">[50 - 60]</td> </tr> <tr> <td>(iii) Experience in region & language (<u>International Staff</u>) <u>Or Experience in similar terrain [National Staff]</u></td> <td style="text-align: right; vertical-align: bottom;"><u>[up to 10]</u></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points: 100</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the consultants related to the assignment <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i>	<u>[up to 10]</u>	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i>	[20 - 50]	(iii) Qualifications and Experience of the key staff for the Assignment <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i>	[30 - 60]	(iv) Suitability of the transfer of knowledge program or training) <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i>	<u>[up to 10]</u>	(v) Local participation (as reflected by nationals among key staff presented by foreign and local consultants; (not applicable for National level proposals) <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i> <i>[Insert subcriteria]</i>	<u>[up to 10]</u>	Total Points: 100			<u>Points</u>	(i) General Qualifications	[20 - 30]	(ii) Experience	[50 - 60]	(iii) Experience in region & language (<u>International Staff</u>) <u>Or Experience in similar terrain [National Staff]</u>	<u>[up to 10]</u>	Total Points: 100	
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	The minimum technical score required to pass [<i>Insert number of points</i>]: _____
5.7	The single currency for price conversions is: _____ The source of official selling rates is: _____ The date of exchange rates is: _____
5.10	The formula for determining the financial scores is the following: [<i>Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula</i>] The weights given to the technical and Financial Proposals are: T (Technical Proposal) = -----[between 0.7 and 0.9], and P (Financial Proposal) = ----- [between 0.1 and 0.3]
6.1	The address for negotiations is: _____
7.6	The assignment is expected to commence on [Insert date] at [Insert location]: _____ _____

Appendix:³ Financial Negotiations; Breakdown of Staff Rates

³ Delete Appendix in the case of Quality- and Cost-Based Selection (QCBS) and Cost-Based Selection (CBS).

Appendix to Information to Consultants

Financial Negotiations⁴ Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the consultants in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the consultant's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements to substantiate the consultant's remuneration rates, certified by an independent auditor. The consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

i. Salary

This is the gross regular cash salary paid to the individual in the consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

ii. Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

iii. Social Costs

Social costs are the costs to the consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the consultant's leave policy is acceptable as a social cost.

⁴ Used under Quality-Based (QBS).

iv. Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^5 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

v. Overheads

Overhead expenses are the consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the consultant. In such case, the consultant shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

vi. Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

vii. Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

viii. Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents-the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

⁵ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

[Nepal]
[Project Name: Loan #]
[Title of Consulting Services]
STANDARD REQUEST FOR PROPOSALS
RFP #
INFORMATION TO CONSULTANTS
BREAKDOWN OF AGREED FIXED RATES⁶
[Currencies: _____⁷]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ⁸	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__ % of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Field Assignment									
Home Office									

Signature of Consultant: _____

Date: _____

Authorized Representative: _____

Name: _____

Title: _____

⁶ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

⁷ If different currencies, a different table for each currency should be used.

⁸ Per month, day, or hour as appropriate.

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 Financial⁹ 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:

⁹ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete "and a Financial Proposal sealed under a separate envelope."

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 Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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: _____

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

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	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. Interim Progress Report (a) First Status Report (b) Second Status 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. Reimbursable 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 exclusive of the local taxes, 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].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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	Currency(ies) ¹⁰	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

¹⁰ Maximum of three currencies plus the local currency.

4C. BREAKDOWN OF PRICE PER ACTIVITY¹¹

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

¹¹ 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 analyze.

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Name: _____	
Names	Position	Input ¹²	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

¹² Staff months, days, or hours as appropriate.

4E. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ¹³				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

¹³ 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 [Insert title of the consulting Services]

Terms of Reference normally contain the following sections:

- a) Background*
- b) Objective*
- c) Scope of Services*
- d) Basic Data and previous work related study, if available*
- e) Knowledge or technology transfer*
- f) Training and number of staff to be trained (when appropriate),*
- g) Qualification, Experience and estimated inputs of Key Personnel*
- h) Duration of Services, Time Schedule*
- i) Reporting Requirement and Performance Requirement*
- j) Local Services, Personnel, Equipment and Physical Facilities etc. to be provided by the Client*

Section 6. Standard Form of Contract