



Standard Request for Proposals

Selection of Institution/Consultants

Lump-Sum

Public Procurement Monitoring Office (PPMO)

Tahachal, Kathamndu

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Foreword

1. This Standard Request for Proposals ("SRFP") has been prepared by the Public Procurement Monitoring Office ("PPMO") 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 NRs. 0.5 Million (for National Shortlisting and International Shortlisting). The SRFP can be used with the different selection methods, i.e., *Quality- and Cost-Based Selection (QCBS)*, *Quality-Based Selection (QBS)*, *Fixed Budget selection (FBS)* and *Least Cost Selection (LCS)*.
2. Before preparing an Request For Proposal (RFP), the user must be familiar with the procedures for selection of Consultants in accordance with the requirements of Public Procurement Act and Public Procurement Regulation, DP guidelines for DP funded projects, and must have chosen an appropriate method of selection, and the most suitable form of contract.

The SRFP may be used for Lump –Sum assignment.

The prefaces of these forms of contracts indicate the circumstances in which their use is most appropriate.

3. 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.
4. The text shown in *Italics* is "Notes to the Client". It provides guidance to the entity in preparing a specific RFP. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants.

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.

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राज्य प्रशासकीय अधिकृत

SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

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

Section 2: Instructions to Consultants, Data Sheet

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

Section 3: Technical Proposal – Standard Forms

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

Section 4: Financial Proposal – Standard Forms

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

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: GoN/DP Policy - Fraud and Corruption

This Section provides shortlisted consultants with the reference to the Bank's policy in regard to corrupt and fraudulent practices applicable to the selection process.

Section 7: Terms of Reference (TORs)

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

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SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS



RFP No.: Ghyanglekh/WASH/RFP-01/2080/081

Selection of Consulting Services for:

Formulating WASH Plan of Ghyanglekh Rural Municipality, Sindhuli

Project : Formulating Municipal Level WASH Plan of Ghyanglekh Rural Municipality
Office Name : Office of the Rural Municipal Executive
Office Address : Ghyanglekh Rural Municipality, Sindhuli, Bagmati Province

Financing Agency: Government of Nepal

Issued on: 2080/12/02



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(b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

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

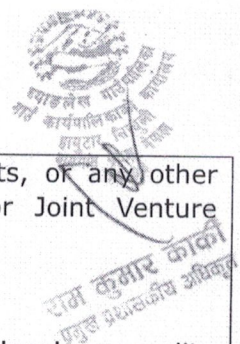
Section 2. Instructions to Institution/Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

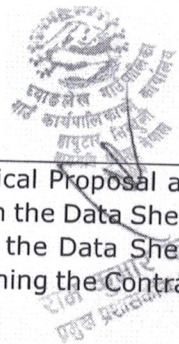
Definitions	<p>"Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Institution/Consultant.</p> <p>"Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award 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.</p> <p>"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.</p> <p>"Client" means the [<i>procuring entity</i>/implementing/ executing agency] that signs the Contract for the Services with the selected Institution/Consultant.</p> <p>"Institution/Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>"Contract" means a legally binding written agreement signed between the Client and the Institution/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).</p> <p>"Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>"Day" means a calendar day.</p> <p>"Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p>
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	<p>"Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Institution/Consultant, Sub-consultant or Joint Venture member(s).</p> <p>"Government" means the government of the Nepal.</p> <p>"Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>"Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>"ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Institution/Consultants with all information needed to prepare their Proposals.</p> <p>"LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>"Non-Key Expert(s)" means an individual professional provided by the Institution/Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>"Proposal" means the Technical Proposal and the Financial Proposal of the Institution/Consultant.</p> <p>"RFP" means the Request for Proposals prepared by the Client for the selection of Institution/Consultants, based on the SRFP.</p> <p>"SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>"Services" means the work to be performed by the Institution/Consultant pursuant to the Contract.</p> <p>"Sub-consultant" means an entity to whom the Institution/Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>"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 Institution/Consultant, and expected results and deliverables of the assignment.</p>
Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Institution/Consultant from those in accordance with the method of selection specified in the Data Sheet.</p>

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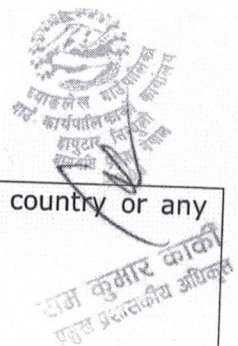
	<p>2.2 The Institution/Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Institution/Consultant.</p> <p>2.3 The Institution/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 Institution/Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Institution/Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
Conflict of Interest	<p>3.1 The Institution/Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Institution/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 Institution/Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Institution/Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing 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.</p>
b. Conflicting assignments	<p>(ii) <u>Conflict among consulting assignments:</u> A Institution/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.</p>
c. Conflicting relationships	<p>(iii) <u>Relationship with the Client's staff:</u> A Institution/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,</p>

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	(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Institution/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 Institution/Consultants together with this RFP all information that would in that respect give such Institution/Consultant any unfair competitive advantage over competing Institution/Consultants.
Corrupt and Fraudulent Practices	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>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.</p> <p>5.3 Institution/Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
Eligibility	<p>6.1 The GoN/DP permits Institution/consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
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	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the</p>

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	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 for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
General Considerations	7.1 In preparing the Proposal, the Institution/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.
Cost of Preparation of Proposal	8.1 The Institution/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 Institution/Consultant.
Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Institution/Consultant and the Client, shall be written in the English language.
Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 The Institution/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).
Only One Proposal	11.1 The Institution/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 Institution/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 Institution/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.

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Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Institution/Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Institution/Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Institution/Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Institution/Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Institution/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.</p> <p>12.6 The Institution/Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Institution/Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Institution/Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	<p>12.9 The Institution/Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p>



	<p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Institution/Consultant must give particular attention to the following:</p> <p>14.1.1 If a Institution/Consultant considers that it may enhance its expertise for the assignment by associating with other Institution/consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either if Institution/consultants permitted in the Data Sheet. In all such cases a Institution/consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with firms in the form of a joint venture or a sub-consultancy, the Institution/Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Institution/Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>

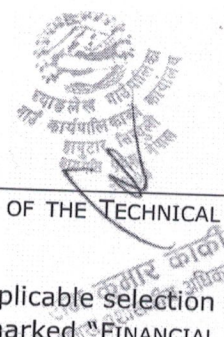
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Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.
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 Data Sheet.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

Submission, Sealing, and Marking of Proposals	<p>The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with</p>
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	<p>a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
Confidentiality	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>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.</p>
Opening of Technical Proposals	<p>The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall</p>

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	<p>remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
Proposals Evaluation	<p>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.</p> <p>The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
Evaluation of Technical Proposals	<p>The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
Financial Proposals for QBS	<p>Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>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</p>

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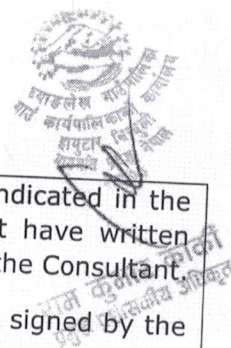
	<p>of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none">(a) Name and address ,(b) Proposed service charge,(c) Discount offered, if any;(d) Description of the discrepancies, if any, between figure and words,(e) Whether the financial proposal is signed or not by authorized representative of consultant,(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,(g) Other necessary matters considered appropriate by the Public Entity <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
Correction of Errors	<p>Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>

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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 so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
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.
Taxes	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. 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.
Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
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.
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	

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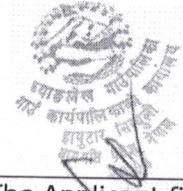
Negotiations	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>

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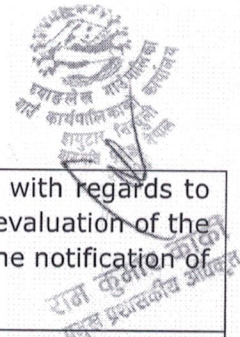
Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending 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.</p>
Award of Contract	<p>Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>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.</p> <p>If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
Request for Information/ Complaints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant</p>

Signature



	<p>can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
Conduct of Consultants	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ul style="list-style-type: none">give or propose improper inducement directly or indirectly,distortion or misrepresentation of factsengaging or being involved in corrupt or fraudulent practiceinterference inparticipation of other prospective bidders.coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,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.

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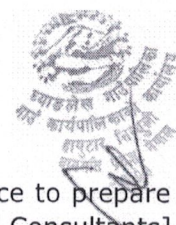


	contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
Blacklisting	<p>Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <p>if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,</p> <p>if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,</p> <p>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,</p> <p>if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</p> <p>if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</p> <p>if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</p> <p>A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

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E. Data Sheet

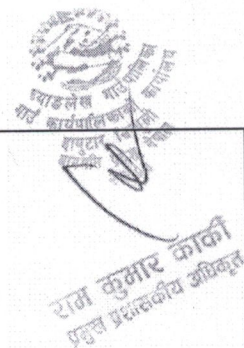
["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]



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प्रमुख प्रशासकीय अधिकारी

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) ...Not applicable
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: Ghyanglekh Rural Municipality, Sindhuli, Bagmati Province Method of selection: Quality and Cost Based Selection (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes ____ The name of the assignment is: Formulation of Municipal Level WASH Plan; Ghyanglekh/WASH/RFP-01/2080/01
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: Not applicable
6.3.1	A list of debarred firms and individuals is available at the following website <u>Not applicable</u>
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1 st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal Proof of Legal Status and Eligibility TECH-1 TECH-2 TECH-3 TECH-4

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	<p>TECH-5 TECH-6 TECH-7 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by: Certificate of incorporation.</p>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 90 days calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment: No
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is: Name & position: Ram Kumar Karki, Chief Administrative Officer E-mail: info@ghyanglekhamun.gov.np</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No (b) other shortlisted Consultants: No</p>
14.1.2	<p>[If not used, state "Not applicable". [Note to Client: state "Not applicable", if specifying minimum inputs under 14.1.3, instead of estimated inputs] If used, insert the following: Estimated input of international Key Experts' time-input: Not applicable. Estimated input of national Key Experts' time-input: 3 months/person-months</p>
14.1.3 for time- based contracts only	<p>[If not used, state "Not applicable". If used, insert the following: Minimum time-input of international Key Experts' is: Not applicable Minimum time-input of national Key Experts' is: Not applicable</p>
14.1.4 and 27.2 use for Fixed Budget method	<p>The total available budget for this Fixed-Budget assignment is: Not applicable (inclusive or exclusive of taxes). Proposals ¹ exceeding the total available budget will be rejected. [Notes to Client: If inclusive, indicate tax estimates separately.]</p>

¹The proposal refers to the proposed price in Form FIN-1.

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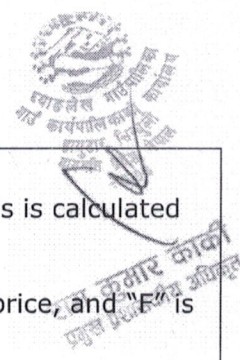
16.1	<p>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.]</p> <p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable</p> <p>[insert other relevant type of expenses, if/as applicable]</p> <p>Only for Time-Based Contracts: Provisional sums [insert amount, provide breakdown]</p>
16.2	A price adjustment provision applies to remuneration rates: Not applicable
16.3	<p>[Insert the following: "Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original</p> <p>(b) Financial Proposal: one (1) original.</p>
17.8	<p>The Proposals must be received at the address below no later than:</p> <p>Date: 2080/12/16 Time: 12:00 pm Nepali Time The Proposal submission address is: Ghyanglekh Rural Municipality, Sindhuli, Bagmati Province</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: Office of the Rural Municipal Executive, Ghyanglekh Rural Municipality, Sindhuli</p> <p>Date: 2080/12/16 Time: 1:30 pm Nepali Time</p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals:

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	Confirmation that invitation to submit proposal was not transferred to another party. [State what additional information will be read out and recorded in the opening minutes]
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are:</p> <p><u>Points</u></p> <p>(i) Specific experience of the consultants (as a firm) related to the assignment [15]</p> <ul style="list-style-type: none"> - Research & studies: 5 points - Planning & development: 8 points - Geographic coverage: 2 points <p>(ii) Comments and Suggestions [5]</p> <ul style="list-style-type: none"> - Terms of Reference: 3 points - Counter staff and facilities: 2 points <p>(iii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [35]</p> <ul style="list-style-type: none"> - Sequential presentation: 5 points - Proposed tools & techniques: 20 points - Clear and systematic process of planning: 5 points - Work Plan: 5 points <p>(iv) Qualifications and Experience of the key staff for the Assignment [45]</p> <ol style="list-style-type: none"> 1. Team Leader: 15 points <ul style="list-style-type: none"> - General qualification: 5 points - Specific experience: 10 points 2. Sociologist: 10 points <ul style="list-style-type: none"> - General qualification: 5 points - Specific experience: 5 points 3. MIS/GIS Expert: 10 points <ul style="list-style-type: none"> - General qualification: 5 points - Specific experience: 5 points 4. WASH Coordinator/Supervisor: 10 points <ul style="list-style-type: none"> - General qualification: 5 points - Specific experience: 5 points <p style="text-align: right;">Total Points: 100</p> <p>The minimum technical score (St) required to pass is 60 Points</p>
23.1	An online option of the opening of the Financial Proposals is offered: No
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	Currency: Nepali Rupees (NPR)
27.1	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

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[a. QCBS only]	<p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% and P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations: Date: 2080/12/24 Address: Ghyanglekh Rural Municipality, Sindhuli</p>
30.4	<p>Expected date for the commencement of the Services: Date: 2080/12/25</p>
31.1	<p>The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of <i>0.25% of the estimate</i>.</p>
33.2	<p>A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np</p>

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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}

To:

The Chief Administrative Officer
Ghyanglekh Rural Municipality
Sindhuli, Bagmati Province

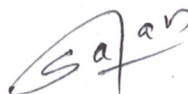
Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Formulation of WASH Plan of Ghyanglekh Rural Municipality, Sindhuli** 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:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

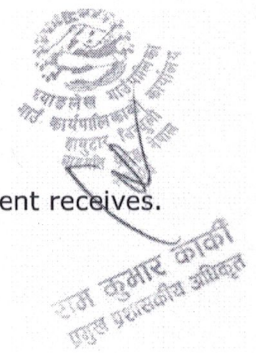
We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.



We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,



Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Institution/Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

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Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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\$):

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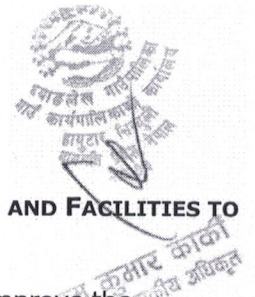


Name of Associated Consultants, If Any:	No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:	
Narrative Description of Project :(Actual assignment, nature of activities performed and location)	
Description of Actual Services Provided by Your Staff:	

Institution/Consultant's Name: _____

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Form TECH-3



COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

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Form TECH-4



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

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

{Suggested structure of your Technical Proposal:

Technical Approach and Methodology
Work Plan
Organization and Staffing}

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}

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Form TECH-5



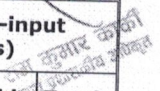
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables	Months												Total Days
D-1	Inception Report													
D-2	Data Collection & Validation													
D-3	Final Report													

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मुख्य प्रशासकीय अधिकारी

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

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Form TECH-6

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2. Months are counted from the start of the assignment/mobilization.
3. "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.

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Form TECH-7

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... : For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

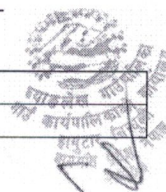
Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

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

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

Certification:

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

- (i) This CV correctly describes my qualifications and experience
- (ii) I am not a current employee of the GoN
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment
- (v) I am not currently debarred by a multilateral development bank (In case of DP funded project)
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
- (vii) I declare that Corruption Case is not filed against me.

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

____ Date: ____
[Signature of expert] Day/Month/Year

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

Full name of authorized representative:

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Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

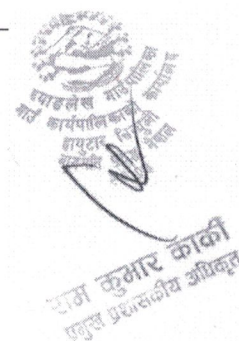
FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums

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Form FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM



{Location, Date}

To:

The Chief Administrative Officer
Ghyanglekh Rural Municipality
Office of the Municipal Executive
Sindhuli, Bagmati Province

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for the "*Formulation of Municipal Level WASH Plan of Ghyanglekh Rural Municipality*" in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in *Clause 12.1 of the Data Sheet*.

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

We remain,

Yours sincerely,

Authorized Signature {In full}: ____

Name and Title of Signatory: ____

Address: ____

E-mail: _____

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Form FIN-2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Provisional Sums				
Sub-Total				
Total Cost of the Financial Proposal²				
Value Added Tax (VAT)				

² Should match the amount in Form FIN-1.

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Form FIN-3 Breakdown of Remuneration ³

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
KEY EXPERTS (National)									
1.									
2.									
Sub-Total Costs									
Total Costs: Key Experts (International and National)									
NON-KEY EXPERTS/SUPPORT STAFF									
1.									
2.									
Total Costs: Non-Key Experts/Support Staff									
TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF									

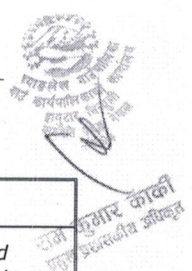
Consultant's Representations Regarding Costs and Charges

³ In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

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(Expanded form to Fin-3 - QBS)

(Expressed in [insert name of currency*])

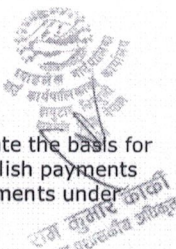


Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1
2. Expressed as percentage of 4

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Form FIN-4 Breakdown Of Other Expenses, Provisional Sums and Contingency

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quant ity	Uni t	Curren cy	Unit Price	{Currency # 1- as in FIN- 2}	{Currency # 2- as in FIN- 2}	{Currency# 3- as in FIN- 2}	{Local Currency- as in FIN-2}
Reimbursable Expenses								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport}	{Trip}							
{e.g., Communication costs}								
{ e.g., reproduction of reports}								
{e.g., Office rent}								
Sub-Total: Reimbursable Expenses								
Provisional Sums								
Item 1								
Item 2								
Sub-Total: Provisional Sums								
Total: Reimbursable Expenses + Provisional Sums								

* Provisional Sums must be expressed in the currency indicated in the data sheet.

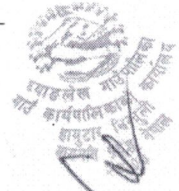
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Section 5. Eligible Countries

[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

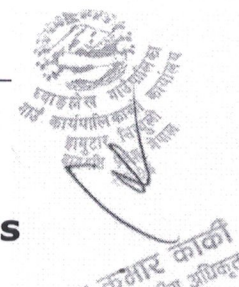
For GoN funded: *[select one option as appropriate]*

For the purpose of National shortlisting: **"Nepal"**;



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प्रमुख प्रशासकीय अधिकृत

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Section 6. Corrupt and Fraudulent Practices

["Notes to the Client": The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP's policy on corrupt and fraudulent practices]

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

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

"obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.

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

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

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

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



Section 7. Terms of Reference

1. INTRODUCTION:

Ghyanglekh Rural Municipality, Sindhuli, Bagmati Province seeks services of a highly proficient agency (Engineering/development Consulting Firm), hereinafter termed as 'Consultant' to provide technical support for **Formulation of Municipal Level Water, Sanitation and Hygiene (WASH) Plan – 2023 to 2030**, which to be aligned with WASH sector Development Plan and SDG. This assignment shall be performed under leadership of concerned municipality and close consultation with Department of Water Supply and Sewerage Management (DWSSM). This assignment will be funded by Plalika for core activities for formulating WASH Plan.

2. BACKGROUND AND JUSTIFICATION:

Background:

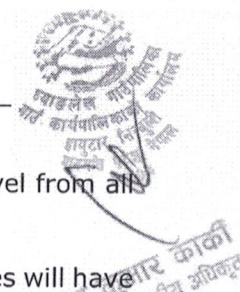
The constitution of Nepal (2072) has embedded access to water supply and sanitation as a fundamental right of a citizen through provisions made in Article 35(4). It also ensures the access of safe water and sanitation as fundamental rights of the people. Similarly, local government institutions have mandate to formulate local level policies, guidelines and strategies for their sustainable development.

In the last 25 years, Nepal has made a significant progress in expanding the coverage of improved water supply, sanitation and hygiene (WASH) practices, setting examples in this sector. The movement of sanitation in Nepal has been accelerating well especially after the formulation of National Sanitation and Hygiene Master Plan, 2011. This is also a notable effort of all that WASH is a priority area under the 14th National Development Plan (2016-2019). As a result, the access to basic sanitation by Nepalese people has reached almost 98% till July 2018 as per the record of Department of Water Supply and Sewerage Management (DWSSM). Similarly, access to basic water supply is about 87% throughout the country. This was possible due to collective efforts of all Governments, Civil Societies, Private Sector, Development Partners, Community and other segments of the Nepali society.

Nepal has made its commitment in Sustainable Development Goal (SDG), in particular, SDG No. 6: 'Ensure availability and sustainable management of water and sanitation for all', and further in 6.1: By 2030, achieve universal and equitable access to safe and affordable drinking water for all. Nepal government has drafted WASH SDP 2016-2030 in line with SDG, Total Sanitation Guideline 2017, DRM Guidelines, and other relevant WASH sector guidelines. However, municipalities yet to be internalized this commitment through proper long-term planning, resource mobilization and implementation of WASH programmes.

As the federalization is progressing and yet there are gaps/confusion in the national Water Supply, Sanitation and Hygiene (WASH) policies and practices the elected representatives and office bearers of the municipalities facing trouble in making strategic plans/programmes at municipalities level. Further, they have limited information on their roles and responsibilities and issues on WASH and they lack the knowledge to plan improvements to service delivery even though they are now solely responsible for providing water and sanitation facilities to the people according to the new constitution of Nepal. A critical requirement is that they should develop comprehensive WASH Plan so as to ensure 100% coverage for potable water, in line with the national plan and SDG targets ensuring leaving no one behind. The Plan will also contribute in real planning for the sector for the investment and resource management and also a robust MIS for WASH sector. The institutional WASH services, the importance of equity

Sajan



and inclusion also have noticed and observed not properly applied at the ground level from all concerned stakeholders.

The Ministry of Water Supply (MoWS)/DWSSM have envisioned that all municipalities will have geo-referenced WASH Plan so that the country can have the real figure of WASH service status across the country and will help to identify the unreached population for basic as well as safely managed water, sanitation and hygiene services and can sustain them. The MoWS has also developed mobile apps named NWASH to collect various data regarding existing water supply systems, potential new water supply systems for unserved population, sanitation and hygiene in schools, community and health care facilities, water users' committees, household survey, drainage and waste management aspects. In this background, Ghyanglekh Rural Municipality, Sindhuli is planned to **Formulate the Municipal Level WASH Plan** of Rural Municipality by hiring Consultant in Fiscal Year 2080/081.

Justification:

WASH Plan development is a priority programme of the Government and Development Partners. It is the basis for development of water supply, sanitation and hygiene (WASH). Being a function of strong local concern and ownership, the WASH sector in the past received prominent support at the central level. With state restructuring, as enshrined in the new Constitution, the Municipalities are bound to ensure access of safe water and sanitation to every citizen. SDG and Sector Development Plan (SDP) which are systematic long-term documents, also ensure that resource mobilization commitment in each Municipality must be in place as soon as possible. Therefore, Municipalities are required to develop and implement WASH services to meet the stipulated targets and sustain them as mentioned in SDG and SDP. This also entails that WASH Plan should incorporate Disaster Risk Reduction (DRR) and Climate Change Adaptation (CCA). In this regard, the WASH Plan will be the resource planning tool for sustainable WASH sector development in Municipality level. With the help of which Municipalities will allocate budget for short-term, medium term and long-term WASH sector development and implementation so as to meet the set targets on WASH as per SDP and SDG. In addition, The WASH Plan will draw on the national and international vision documents viz. SDP of the government, Periodic Plans published by National Planning Commission, Targets of SDG, etc. and build local ownership to achieve the targets in line with those spelled out in the documents.

The WASH Plan must be doable, affordable, manageable, and implementable and to be fully owned by People/Municipality and also follows the standard guidelines of format suggested by DWSSM so as to ensure WASH Plans of all Municipalities in the country can be harmonized/synchronized and national WASH information management system (MIS), national WASH programme/policies can be updated in line with peoples' priority.

3. OBJECTIVE:

The overall objective of this assignment is to **Formulate Municipal Level WASH Plan** considering DRR/CCA of Palika, as per government approved guidelines, NWASH tool and templates which are already in use and in a close coordination with government at all levels and other stakeholders. The other specific objectives of the assignment are to:

1. Update overall status of water, sanitation, and hygiene situation within the concerned Municipality using standard NWASH apps and WASH Plan development Guidelines.
2. Develop long-term WASH programme in line with SDG 2030 including identification of unserved population/clusters and improvement of existing services with specific plans

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including mapping of required resources, as per templates approved by the Government.

3. Develop operational strategies to achieve WASH programme targets, as per consultation with the municipalities.
4. Identify the possible hazards and link the plan with climate change adaptation standards.

The plan shall be prepared in three distinct layers: 1) plans for implementation and undertaken by Palika, also collated to district level, 2) plans to be supported by provincial government, and 3) plans requiring support by national government.

4. METHODOLOGY AND SCOPE OF WORK:

The WASH Plan is expected to create a vision and strategy at the local, and at the same time also contain broad action planning for development of WASH sector to 2030 which will be in alignment to Provincial to national vision, policy, plan and targets. It will identify sources/ discharge points, sanitation and hygiene, means, broad funding requirements, technology and channels to avail such funds, extent of public private partnership possible, etc. to realize the broader vision and targets of the local governments.

The WASH Plan will have strategies to ensure reaching the unreached, leave no one behind, improving functionality, identifying new projects to address changing demand patterns and improved levels of services for HHs/institutional level and sanitation and hygiene gaps and how can be achieved safely manages systems and services. In all of these, source protection, climate change adaptation and disaster-resilient principles as well as issues of gender and inclusion need to be considered together with identifying other drivers of influence. The WASH Plans will be interactive and dynamic based online GIS tools and maps to support situation analysis for evidence-based planning and decision-making.

The WASH Plans will be developed using a participatory approach under the financial support from Palika and in coordination with provincial as well as DWSSM, as appropriate. All developed survey questionnaires will be field tested and revised accordingly. Data collection methods and methodology will be pre-agreed with/ agreed by respective Municipality.

A minimum of three consultation meetings are anticipated with concerned Municipality, for: (i) orientation, objective setting and setting work environment, (ii) reporting of data collection/setting priority using NWAŞH's costing tool and, (iii) presentation of draft report and buying general ownership for endorsement.

The Palika will attempt best to translate, elaborate and tailor the plan provisions while undertaking the planning exercise. One of the main components of stake holder consultation will be to disseminate the importance of WASH priorities and localization of SDG No. 6 to local planners and decision makers, so that the principle and direction of WASH development is well understood and accounted in the planning process at local level. The Municipality during consultation meeting will identify broad principles for achieving WASH interventions but will be innovative in translating them into local plans at the appropriate levels. The Municipality will also identify if any local level plans, policies, strategies, etc. exist that will link to development of WASH services in the area. If it exists, it will be considered.

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The methodology will follow *WASH Plan Development Guidelines* approved by DWSSM. The methodology should maintain certain degree of flexibility in line with local context of Municipality. However, minimum steps to be followed are elaborated below as well.

Field levels preparatory works

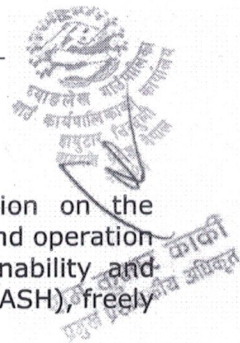
- Comprehensive orientation from DWSSM whereby the selected party will be introduced to the ongoing initiative on WASH Planning, NWASH tool and reporting templates and methodology. This to be followed with introductory meeting at provincial level before the respective municipalities. Orientation will include sharing of best practices from different municipalities and also sharing one completed model WASH Plan.
- Startup meeting with Municipality will be organized to share TOR, specially agreeing data collection methodology, formats for field and Table of Contents for reports submitted and field work schedule.
- Organize WASH Plan planning workshops in the Municipalities at least two times to share draft reports and final workshop to endorse the final WASH Plan.

Planning level

- Analysis of information, sharing and endorsement at ward level
- Analyze and prioritize new and rehabilitation, extension, reconstruction and service level increment needs of the existing water supply systems and sanitation systems.
- Prioritize water supply schemes for unserved communities
- Analyze sanitation and hygiene status of the communities specially in line with SDP and SDG for total sanitation and hygiene indicators
- Analyze and prioritize water and sanitation needs in schools, health care facilities and public toilets
- Analyze and prioritize community needs for drainage and solid waste management locations
- Vision formulation, local level prioritization with local government
- Develop budget and resource planning using costing tool available in NWASH.
- Draft WASH plan preparation and presentation at Palika level
- Incorporate feedback and suggestions on draft and prepare final WASH Plan with costing and implementation plan

Minimum benchmark to be followed while formulating the WASH plan with key processes will be as below:

- Water Service Level (Safely manage/yard connection and functionality)
- Water Quality (Water Safety)
- Sanitation Service level-Post ODF and safely managed sanitation-FSM
- Hygiene-toile sanitation prospect (BCC)
- Disaster, climate change and resilience -6 Characteristics of WASH resilience
- Local mechanism, local capacity, local leadership and ownership
- Integration with health, education and livelihood
- Technological options/innovations
- Digitization of processes, systems and mechanism
- Strengthening local governance (institutional capacity)



The Consultant's key actions will include, but not be limited to:

- Inventory of water within the Municipalities with quantitative information on the population served, system characteristics, functioning status, management and operation parameters, etc. as well as qualitative information on the system sustainability and appropriateness in an interactive format based on an online GIS platform (NWAASH), freely provided by MoWS/DWSSM.
- A detailed assessment of institutional WASH access services (school, health, government offices and public places) using NWAASH and clear envisioning plan of action to address the equity and inclusive WASH services at institutional level including community WASH services.
- Facilitate WASH programme development workshop through consultative processes ensuring participation of all concerned duty bearers and right holders (representatives of women, marginalized, people with disabilities, local authorities, civil societies, media etc).
- Facilitate the events like focus group discussion/ vulnerable community assessment processes at ward and Municipality level and, facilitation to endorsement the documents through Municipality.
- Develop plan with key consideration of DRR/CCA and implementation of DRM strategies developed by the government of Nepal in the sector as well as how it connects with the intra-sectors with in the given period of time.
- Strategies focus how to make functional of non-functional water supply systems with clear cut planning both software and hardware capacity building at local level.
- The WASH plan should have clearly spoken about how to improve hygiene behaviors of the community people including Menstrual Hygiene Management (MHM) (at HHs and institutional level)
- The WASH Plan should focus on sanitation ladder when and how to achieve with the provincial and national target so that it could contribute towards SDG 2030 with clear indicators and milestone.
- The Plan should include in depth resource analysis with the relevant stakeholder's engagement, roles and responsibility, safely manage water, sanitation and hygiene with key priority actions so that Municipalities can reach to the unserved population and improvement of existing WASH services with the available resources.
- Consult with the Programme team at federal, province, district and local level staff.
- Develop a clear and detail concern stakeholder mapping at local level with their key roles, responsibilities as well as accountability and ensure WASH Plan formulation and endorsement from respective Municipalities.
- Prepare a comprehensive WASH Plan process report.

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5. DURATION:

Three months, with anticipation to ending by 2080/03/15. Steps with indicative timeframe (example) to formulate WASH Plan is given below in work schedule section.

6. STUDY SAMPLE SIZE:

The proposed WASH Plan study includes 10% of total households and all structures of followings;

Ward No.	Household	School	Health Facility	Public Toilet	Water Users' Committee	Water Supply Schemes	Remarks
1	444						Except number households, number other structures will be confirmed at the time of survey.
2	686						
3	505						
4	705						
5	528						
Total	2868	72	10	2	50	10	

7. DELIVERABLES:

S.N.	Deliverables	Responsible
1	Consensus building and agreement between municipality and Consultant done, including endorsement of the work plan for each of the municipality for completion of the proposed activities	Team leader, Sociologist, WASH Coordinator
2	Literature reviewed and prepared brief note/presentation preparation	Team leader, Sociologist, WASH Coordinator
3	Visioning/Inception workshop and forming task force for coordination took place	Team leader, Sociologist, WASH Coordinator
4	Training/Orientation to Enumerators	Team leader, Sociologist, WASH Coordinator, MIS/GIS Expert, Enumerators
5	Collection of field data using NWASHapp and upload in server and edit as required under supervision of DWSSM	WASH Coordinator, MIS/GIS Expert, Enumerators
6	HHs level WASH situation mapping compiled and verified the collected data and demand/prioritization through ward level workshops completed	Team leader, Sociologist, WASH Coordinator, MIS/GIS Expert
7	WASH Plan and Budget using NWASH planning, prioritization and costing tool including suggesting policies/strategies drafted	Team leader, Sociologist, WASH Coordinator, MIS/GIS Expert
8	WASH Plan presented to municipality and receive feedback	Team leader, Sociologist, WASH Coordinator, MIS/GIS Expert
9	WASH Plan finalized and submitted to municipality for endorsement	Team leader, WASH Coordinator

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8. Tentative Work Schedule

Key Actions	Timeline
Inception Report and Training	1 st – 2 nd Week
Data Collection and Cleaning:	3 rd – 7 th Week
Ward Level validation	8-9 th week
Draft WASH Plan	10 th - 13 th week
Palika Level Planning Workshop	14 th week
Final WASH Plan	15-16 th week

9. PROPOSED PAYMENT SCHEDULE:

S.N.	Payment Schedule	Percentage	Remarks
1	After submission of the inception report	40%	Within a week of signing the contract
2	After submission of proof of completion of data collection and uploading in the NWASH server at DWSSM	30%	Submission of ward level validation with meeting minute
3	After submission of proof of finalizing WASH Plan	30%	

10. COORDINATION AND COMMUNICATION:

The assignment will be supervised by WASH Unit head/Focal Person of the Palika and consultation and coordination will be maintained with DWSSM, Kathmandu. A periodic progress review system will be adopted where Consultant will present progress and issues and corrective measures to ensure quality of work and ownership of municipalities. Being the nature of cross sectoral nature of the project, the Consultant needs to build strong coordination with the local government and WASH stakeholders of respective areas of implementation.

11. QUALIFICATIONS AND EXPERIENCE REQUIRED:

11.1 Team Composition:

To perform the assigned job of technical assistance to municipalities for Formulating WASH Plan a comprehensive team comprising following members shall be formed and mobilized:

Experts/Title	Duration/Time	Required qualification
Team Leader-1	2.5 month	Should have more than 7 years of working experience on Planning in general and 5 years in WASH with lead facilitation of WASH plan formulation/WASH Expert. She/He should have master's degree in Water/Sanitation Engineering or Development Planning/ Social Science.
Sociologist-1	2 months	Should have 5 years of experience in planning/social safeguarding/social expert. She/He should have master's degree in sociology/rural development or related field

MIS/GIS Expert-1	2 months	Should have 3-5 years of experience in the related field with at least Bachelor's degree in the field of IT/engineering or related field. Must have practical experience in use of mobile to web-based collection and management of data
WASH Coordinator/Supervisor-1	2 months	should have 3-5 years of experience in coordination and supervisory works in similar field survey. She/he should be knowledgeable of the local context and experience in similar field
Enumerators-5	1 months	Should have known how experience in taking interview of local people, has basic knowledge on water supply, sanitation, and hygiene programmes in Municipality, knows about how to handle the android mobile phone. Preference to be given to previously experienced person and should be knowledgeable of the local context and from the same area.

12. Qualification and Experience of Consultant:

1. Registered in related authority of Government with purpose to serve to the engineering/development field,
2. Right mix of dedicated team of professionals to carry out this WASH Plan development project,
3. Substantial experience in the areas of formulation of Local Level Plans/Studies specific to WASH programmes/plans,
4. Demonstrated track record on development of WASH programme/Plans,
5. Good understanding the strategies and areas of work.

13. Required documents

1. Company Registration Certificate
2. VAT/PAN Registration Certificate
3. Tax Clearance Certificate FY 2078/079
4. CV of Experts
5. Self-Declaration Letter

