

Kalinchok Rural Municipality Office of the Rural Municipal Executive Sunkhani, Dolakha Bagmati Province, Nepal

Request for Proposal &

Terms of Reference

For

Preparation
of
RURAL MUNICIPALITY TRANSPORT MASTER PLAN
of
KALINCHOK RURAL MUNUCIPALITY





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Dear Consultants

- Kalinchok Rural Municipality has allocated fund towards the cost of Consultancy services for the preparation of Rural Municipality Transport Master Plan of Kalinchok Rural Municipality and intends to apply a portion of this fund to eligible payments under this Contract.
- Kalinchok Rural Municipality now invites proposals to provide consulting services
 for the preparation of Rural Municipality Transport Master Plan of
 Kalinchok Rural Municipality more details on the services are provided in the attached
 Terms of Reference.
- A consultant will be selected under Least Cost Based Selection (LCBS) and procedures described in this RFP
- 4. The RFP includes the following

documents: Section 1 - Letter

of Invitation
Section 2 - Information to
Consultants
Section 3 - Technical Proposal - Standard
Forms Section 4 - Financial Proposal Standard Forms Section 5 - Terms of
Reference

- 5. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) Whether you will submit a proposal alone or in association.

Yours sincerely,

Chief Administrative Officer

Kalinchok Rural Municipality





Section 2. Information to Consultants

- 1. Introduction
- 2. Clarification and Amendment of RFP Documents
- 3. Preparation of Proposal
- 4. Submission, Receipt, and Opening of Proposals
- 5. Proposal Evaluation
- 6. Negotiations
- 7. Award of Contract
- 8. Confidentiality
- 9. Conduct of Consultants
- 10. Blacklisting Consultant
- 11. Data Sheet





Section 2. Information to Consultants

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- The consultants must familiarize themselves with local conditions and take them 1.3 into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
- Please note that (i) the costs of preparing the proposal and of negotiating the 1.5 contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- GoN policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - A consultant, who has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
 - Consultants or any of their affiliates shall not be hired for any b. assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:
 - defines, for the purposes of this provision, the terms set forth below as follows:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish artificial, prices

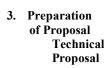




competitive levels and to deprive the borrower of the benefits of free and open competition.

- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- 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;
- will debar a consultant for a stated period of time, to be awarded a contract
 if it at any time determines that the consultant has engaged in corrupt or
 fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 Consultants shall not be under debarment for corrupt and fraudulent practices issued by GoN in accordance with above sub para. 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
 - 3.1 Consultants are requested to submit a proposal pursuant to Sub-Clause 1.2 written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- While preparing the Technical Proposal, consultants must give particular attention to the following:
 - i. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
 - ii. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
 - iii. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - iv. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
 - A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
 - ii. Any comments or suggestions on the Terms of Reference and on

2. Clarification and Amendment of RFP Documents







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

- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last fifteen (15) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.
- 3.8 Consultants shall express the price of their services in Nepalese Rupees.
- 3.9 The Data Sheet indicates the required validity period of the proposals.

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





- 4. Submission, Receipt, and Opening of Proposals
- 4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.
- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.
- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Least Cost Based Selection, the lowest financial proposal is invited for the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.
- 5.5 Not Applicable
- 5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the

5. Proposal Evaluation

General

Evaluation of Technical Proposals (QCBS,QBS,F BS, LCBS))

Public Opening and Evaluation of Financial Proposals





- consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.9 Not Applicable
- 5.10 Not Applicable

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.





- 7.3 If the review application is not received by the Client pursuant to Sub- Clause 7.2 then the proposal of the Consultant, selected as per Sub- Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

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

9. Conduct of Consultants

- 9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
 - a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders.
 - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
 - g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract





10. Blacklisting Consultant

- 10.1 Without prejudice to any other rights of the Employer under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:
 - a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2.
 - b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
 - d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
 - e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
 - f) other acts mentioned in the Data Sheet or SCC
- 10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.

Information to Consultants

11. DATA SHEET

Clause Reference	
1.1	The name of the Client is: Kalinchok Rural Municipality, Sunkhani, Dolakha
	The method of selection is: <i>LCBS</i>
1.2	The name, objectives, and description of the assignment are:
	Name Preparation of RuralMunicipality Transport
	Master Plan of Kalinchok Rural Municipality,
	Sunkhani, Dolakha
	Objectives: As per TOR
	Description: As per TOR
1.3	A pre-proposal conference will be held: No
	The name(s), address(es), and telephone numbers of the Client's official(s) are:
	Name:
	Address:
	Telephone No. :
1.4	The Client will provide the following inputs: As per TOR
1.10	The clauses on fraud and corruption in the Contract are: As per PPMO Guidelines and prevailing procurement laws
2.1	Clarifications may be requested 7 (seven) days before the submission date
	The address for requesting clarifications is:
	Kalinchok Rural Municipality Office of the Rural Municipal Executive Sunkhani, Dolakha





3.3	Short li	sted consultants may associate with other short listed consultants: No							
	The esti	imated number of professional staff-months required for the assignment is:	As per T	OR					
	The min	nimum required experience of proposed professional staff is: As per TOR							
	Reports	that are part of the assignment must be written in the following language(s	s): Englis	h					
3.4	Trainin	g is a specific component of this assignment: No							
	Additio	nal information in the Technical Proposal includes: As per TOR							
3.9	Proposa	Proposals must remain valid for 90 days after the submission date							
4.3	Consult	Consultants must submit one original copy of each proposal							
4.4	The pro	posal submission address:							
	Office of Sunkha	nok Rural Municipality of the Rural Municipal Executive nni, Dolakha	ol Mara	1:4-					
		ntion on the outer envelope should also include: preparation of Rura port Master Plan of Kalinchok Rural Municipality	ai wiuni	стратту					
4.5	Proposa	als must be submitted no later than: As per notice							
5.1	The add	dress to send information to the Client is:							
	Office of	nok Rural Municipality of the Rural Municipal Executive nni, Dolakha							
5.3		mber of points to be given under each of the evaluation criteria are:							
	S.N.	A. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL Max Score: 100	Score	Detail					
	1.	Consultant's aunoniones May Soons , 25	25						
] I.	Consultant's experience Max Score: 25 Transport Master Plan/DPR of roads /MTMP/DTMP/RMTMP (1	23						
		Project for 5 Marks)							
	2.	Methodology and Work Plan in Responding to TOR Max Score: 15	15						
	3	Qualification and technical competence of the proposed key staff	50						
		for the assignment Max Score: 50							
	3.1	Team Leader/ Transport Engineer	15						
		Eligibility							
		Master's degree in Transportation/Highway Engineering with Minimum experience of Five years (5 marks for Academic qualification & 10 marks for experience; 1 mark for each year)							
	3.2	Economist	10						
		Eligibility							
		-Master's degree in economics with Minimum experience of 5 years (3 marks for Academic qualification & 7 marks for experience; one mark for each year)							
	3.3	Sociologist	9						
		A Tracking of the State of the							

		Eligibility								
		Master's degree in sociology with minimum experience of 5 years (3 marks for Academic qualification & 6 marks for experience; one mark for each year)								
	3.4	GIS Expert	8							
		Eligibility								
		Bachelors' degree in GIS/Geomatics Engineering minimum experience of 5 years (3 marks for Academic qualification & 5								
	3.5	marks for experience; one mark for each year) Civil Engineer	8							
		Civil Engineer								
		Eligibility								
		Bachelor's degree in Civil Engineering with minimum experience of 5 years (3 marks for Academic qualification & 5 marks for								
		experience; one mark for each year)								
	4.	Transfer/Sharing of Knowledge Max Score: 5	5							
	5	Understanding TOR	5							
	Maxim	um points to be awarded = 100								
	Minimum points to secure to qualify = 75 Note: Copy of specified qualification documents should be submitted to obtain the score in evaluation. No score only for academic qualification is given for less than specified years of experience.									
5.4	The fin	The financial proposal is evaluated as Least Cost Based Selection.								
6.1	The add	The address for negotiations is:								
	Kalinc	hok Rural Municipality, Sunkhani, Dolakha								
7.6	The ass	signment is expected to commence on: As per notice								





Section 3. Technical Proposal - Standard Forms

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



3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

remain,

Yours sincerely,

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



3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out That Best Illustrate Qualifications

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

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



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

On the Terms of Reference:		
1. 2. 3. 4. 5.		
On the data, services, and fac	ilities to be provided by the Client:	
1. 2. 3. 4.		
	OF THE METHODOLOGY AND 'THE ASSIGNMENT	WORK PLAN FOR
1. Technical/Managerial S		
Name	Position	Task
2. Support Staff	Pacition	Tack
2. Support Staff Name	Position	Task
	Position	Task



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

Proposed Position:
Name of Consultant:
Name of Staff:
Profession:
Date of Birth:
Years with Consultant/Entity:Nationality:
Membership in Professional Societies:
Detailed Tasks Assigned:
Key Qualifications:
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]
Education:
[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]
Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]
Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.
Date:
[Signature of staff member and authorized representative of the consultant] Day/Month/Year
Full name of staff member:
Full name of authorized representative:





3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Mo	nths	(in t	he Fo	orm o	f a Ba	ar Chart)
Name	Position	Reports	1	2	3	4	5	6	Number of Months
		Due/Activities							
									Subtotal (1)
									g 1, 1 (2)
									Subtotal (2)
									Subtotal (3)
									Subtotal (3)
									Subtotal (4)
Full-time					F	art-ti	me:		
Reports I				_					
Activities	Duration:			_					
							ignat		
						(.	Autho	rized	representative)
						Е	11 N		
						Г	uII IN	aiiie:_	

Title:

Address:



3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	[1st, 2nd, etc. are months from the sta						
	1st	2nd	3rd	4th	5th	6th	
Activity (Work)							

B. Completion and Submission of Reports

Repor	ts	Date
1.	Inception Report	
2.	Mid-Term Report	
3.	Draft Report	
4.	Final Report	



Section 4. Financial Proposal - Standard Forms (Should fill this Section)

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



4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

remain,

Yours sincerely,

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





4B. SUMMARY OF COSTS

Costs	Amount(s)
Subtotal	
Total without VAT	
Value Added Tax	
Total Amount of Financial Proposal 4C. BREAKDOWN OF PRICE I Activity No.:	PER ACTIVITY Description:
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	





4D. Breakdown of Remuneration per Activity

Activity No		Name:						
Names	Position	Input person-month	Remuneration Rate (Rs.)	Amount				
Grand Total								

4E. REIMBURSABLE PER ACTIVITY Activity No:__ Name:____ Total Amount In Rs. Unit Price (Rs) No. Description Unit Quantity Local transportation costs 1. Lump sum 2. 3. Office rent/accommodation month Lump sum Clerical assistance Grand Total

No.	Description	Unit	Quantity	Unit Rate	Total Amount	
Activity No		Activity Name:				

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost	month			
2	Drafting, reproduction of reports	No.			
3	Equipment: vehicles, computers, etc.	month			
	Grand Total				





Kalinchok Rural Municipality,

Office of the Rural Municipal Executive

Sunkhani, Dolakha, Bagmati Province, Nepal

Terms of Reference (TOR)

for

Consulting Services for Preparation
Of Rural Municipality Transport Master Plan of Kalinchok
Rural Municipality

2077/78



Introduction

Local Governance Operation Act (LGOA) 2074 provisions the formulation of local development plan according to needs-based and participatory approach. It has prominently defined tangible steps for formulation of such development plan. Underlying objective of this plan is to make investment for planned development within each of the local levels' territory. Ultimately, development endeavors help attaining sustainable livelihood and improved well-being of people. People's needs for sustainable livelihood and improved well-being are such that they require better access to information, markets, and opportunities; they need better access to health, education and other goods and services. Accordingly, gradual investment in physical infrastructure development evolved urbanized and semi-urbanized settlements leading to improved access to various services, opportunities, and resources by interior communities from state owned and private entities.

Since the new municipalities and rural municipalities are at an early stage of infrastructure development, they require ample mentoring and molding so that organized and beautiful cities are developed in due course of time. This will only be possible if and only if these rural municipalities can create planned transport network. Therefore, present environment is conducive for development of appropriate and implementable transport framework for these rural municipalities.

In this context, this Terms of Reference (ToR) is prepared to hire consultants to prepare Rural Municipality Transport Master Plan (RMTMP). The ToR aptly amalgamates the framework for RMTMP preparation with responsibility of the consultant to be hired in one package. Intended RMTMP can partially fulfill lacking part of LGOA, which is objective tool for prioritizing the projects.

Objectives

The overall objective of the consulting services is to prepare the Rural Municipality Transport Master Plan (RMTMP) of Kalinchok Rural Municipality.

As part of RMTMP preparation, accessibility planning could be an effective tool to assess the existing situation of the services and facilities. The interventions derived from the accessibility planning will represent the real needs and priorities of the local people. The planning approach is participatory and bottom-up from the settlement level. The implementations of such projects will certainly be more participatory and owned by the local communities.

The RMTMP is designed to take account of the real needs of the people for infrastructure as per vision of the city development plan that will primarily be a visionary plan. Based on this visionary plan RMTMP shall be harmonized with DoLIDAR's Approach manual to maintain similarity so that rural municipal transport network can be overlaid to the respective DTMP/other MTMPs to prepare local transport network.

The specific objectives, but not necessarily limited to the following:

- Finalize vision of rural development plan
- Analyze the accessibility situation.
- Identify and priorities the interventions based on the accessibility situation.
- Prepare Indicative Developmental Potential Map (IDPM)
- Prepare the Rural Municipality Transport Network of rural roads.
- Collection of demands for new/rehabilitation transport linkages from rural Municipalities/Settlements based on city development plan.
- Prepare the Perspective Plan of transport services and facilities
- Synchronize the draft Perspective Plans of adjoining ward/Municipalities/ districts



- Develop scoring criteria and its approval from Rural Municipality.
- Prepare the five-year Rural Municipality Transport Master Plan (RMTMP)
- Prepare a realistic physical and financial implementation plan of prioritized roads for the RMTMP period.
- Prepare Rural Municipality Transport Perspective Plan (RMTPP)

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Scope of Services

The consulting shall provide high quality professional services for the preparation of RMTMP/RMTPP and visionary city development plan. The scope of services to be carried out by the Consultant shall broadly include, but not be limited to, the following:

- a) Assist the rural municipality in the entire planning, decision-making, programming etc. processes in the preparation of the RMTMP to provide support to the municipality in formulating, managing, and monitoring Rural Municipality Road Transport infrastructure policies, rules and regulations.
- b) Secondary Sources of Information and Review of the existing DTMP/RMTMP,

The consultant shall collect secondary information from the various district based line agencies, project/programmers, INGOs/NGOs, and other regional and central level organizations as required. The consultant shall review the available existing DTMP if any. All the roads identified from secondary sources shall be assessed and considered seriously for the forthcoming RMTMP. The RMTMP should be updated every 5 years.

Accessibility Data Collection and Analysis

Accessibility data shall be collected using GPS from settlement level by involving enumerator/s. Proper orientation training provided to the enumerator/s for efficient data collection within the prescribed time period

The collected information will be stored on a computer. Primary analysis will be done to find the accessibility situation of the Municipality and identify the gaps with the reference of visionary of city development plan.

c) Prepare the Indicative Municipality Development Potential Map (IDPM)

The consultant shall prepare the Indicative Rural Municipality Development Potential Map (IRDPM) according to the vision of rural development plan. The base map will be prepared on a 1:25000 scale topographical map and digitized to prepare GIS Maps. The identification and ranking process of existing/potential areas and services shall be carried. The consultant shall validate the IDPM from the MRCC and Municipality.

d) Prepare the Rural Municipality Road Networks of Rural Roads, Main Trails and Bridges.

The consultant shall prepare the detail map of the rural municipality linking to existing strategic and local road network such as national highways, trunk roads, district core road network (DRCN), main trails and main bridges, wherever pertinent and possible, by plotting on the 1:25000 topo-base maps. The consultant shall carry out, by mobilizing enumerator/s, reconnaissance/walkover surveys, shall be discussed and verified through discussion with the rural municipality technical team and finalized from the rural municipality.

e) Collection of Demands for New/Upgrading/Rehabilitation Transport Linkages from Wards/Settlements



The consultant shall collect formal requests for new construction or rehabilitation of different linkages from wards and settlements, on their need's basis. The demand shall be collected in the order of priority in case of more than one transport linkage is demanded from each ward. The collected demand shall be screened, synthesized, synchronized, and harmonized at municipality level through a workshop. Similarly, the consultant shall obtain the socio-economic data of all requested transport linkages by involving enumerator.

f) Developing Scoring Criteria and its Approval from Rural Municipality

The Consultant shall mandatorily develop weight system for the scoring and prioritization criteria for screening and prioritized demanded following guidelines annexed for all interventions. The scoring and prioritization criteria shall be approved by the municipality. All the demanded linkages shall be processed and undergo through the screening and prioritization process.

g) Road classification and nomenclature

The consultant shall prepare road classification criteria, propose metric system of road nomenclature based on local level codes, and accordingly apply the same during data collection and stock taking from field. For this, annexed guideline shall be followed.

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

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

i) Analyze Fund Availability for Roads

The internal and external financial resources available in the municipality shall be reviewed by the consultant discussing with the municipality authorities so that the financial resources available for the transport interventions during the five-year RMTMP period can be estimated. Sources of funding include annual budget allocated in the rural municipality; budget from province government and GoN & central agencies. Other possible sources of funds could be from revenues, royalties, land taxes etc. Prospects of funding from other external sources, including possible and committed funding from donors, are reviewed and shall be considered.

j) Preparation of the Rural Municipality Transport Master Plan (RMTMP)

Considering the Perspective Plan, the consultant shall prioritize the Perspective Plan Subsequently, the consultant shall prepare and/or update the five year RMTMP of the rural municipality by selecting transport interventions (maintenance, upgrading and new construction of main trails, trail bridges and roads) from among top priority in the Perspective Plan starting from first and that could be implemented in the next five years period. This shall be based on cost estimates of maintenance, upgrading, rehabilitation and new construction of main trails, bridges and roads and available financial resources. The consultant shall present the findings of the RMTMP and RMTPP to municipality in a workshop and incorporate the suggestions and recommendations from the Rural Municipality in the final report. Subsequently, the rural municipality will present the final RMTMP report to the rural municipality council for formal approval that will be approved by Rural municipality council with a strong commitment not to invest in non-RMTMP roads.

k) Prepare a Realistic Physical and Financial Implementation Plan of Prioritized Roads for the RMTMP Period



The consultant shall collect information on existing resources spent on transport infrastructure and possible available resources, and make a projection for the next five years period. From the total projected resources, the consultant shall discuss with the rural municipality to find out the appropriate proportion to be spent on on-going roads and new interventions (construction/rehabilitation/maintenance etc) proposed. Based on the five year projected funds availability the financial implementation plan shall be prepared. This step involves matching the estimated resources that are expected to be available to the municipality over the plan period, with the interventions for ongoing roads and proposed ones. The total numbers of road and interventions proposed for the RMTMP period shall match with the projected available resources and should avoid proposing a long list for the RMTMP period.

Client's Proposed Composition of Staff

The team shall consist of the following professionals and support staff for preparation of RMTMP/RMTPP. Updating shall require reduced inputs as the mapping and data collection procedures will be established already.

Key Staffs

- Team Leader/Planner
- Economist
- Sociologist
- GIS Expert
- Civil Engineer

Non-key Staffs

- Draft Person
- Enumerators

Reporting

Inception report:

The consultant shall submit two (2) copies of the inception report within two (2) weeks after signing the contract. Inception must include detail methodology for formulating rural municipality's visionary plan, collection of secondary information, work plan and activities. The forms and formats/questionnaires shall be fine-tuned and proposed appropriately if found lacking for this assignment. The formats and questionnaires shall be reviewed and approved by Rural Municipality Technical section in coordination with planning section within the rural municipality.

Draft report:

The consultant shall submit two (2) copies of the draft report after 45 days from the date of signing the contract. The report should have two volumes. Volume I should contain the main report and all GIS maps and Volume II should contain various data and detail analysis for scoring and prioritization. All maps should be multi-color.

Final report

The consultant shall submit Three copies and one soft copy of final reports two months from the date of signing of contract. Final report shall incorporate comments and suggestions received on the draft reports and also from rural municipality workshops. The report should be also be submitted in two Volumes, as mentioned in the draft report. All six (6) sets of GIS maps should fit in A3 size paper with the nearest 25,000 thousand scale (i.e, 1:200000, 1:225,000, 1:250,000, 1:275,000 etc) and required layer as described in draft report. In addition, one (1) set of the hard copy of maps should be in topographic fin map sheets.



Payment Schedule

The payment schedule will be as per the following: After approval of inception report = 20% of the total contract amount. After approval of the draft report = 60% of the total contract amount. After approval of the final report = 20% of the total contract amount.

Taxation

The consultant shall bear all the tax as per the prevailing rules of the government



