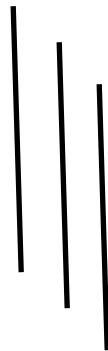


Temal Rural Municipality
Office of the Rural Municipal Executive
Pokhari Narayansthan, Kavrepalanchowk
3 N0. Province, Nepal

Request for Proposal (RFP) For



Preparation of Building By-Laws of Temal Rural Municipality .



RFP No. 2075-6

November, 2018

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Section 1. Letter of Invitation

	Temal Rural Municipality Office of the Rural Municipal Executive Pokharinarayansthan Kavrepalanchowk 3 NO. Province Nepal		०९९ ६९९९४९ www.temalmun.gov.np temalmun2@gmail.com	
	Invitation for Expression of Interest (EoI) for Consultancy Services (Date of First Publication 2075/07/18)			
1. Temal Rural Municipality Office of the Rural Municipal Executive, Pokhari Narayansthan, Kavrepalanchowk is planning to construct following buildings, entrance gates and prepare building bylaws. So it calls for the Expression of Interest (EOI) from interested and eligible competent consulting firms registered in Nepal under GON rules and regulations for the preparation of Detail Architectural and Engineering Design, Cost Estimate and Bidding Document for the purpose.				
S.N	Project Name	No.	EOI NO.	Allocated Amount in Rs.
01	Rural Municipality Building	1	(EOI No.075-1)	300,000
02	Ward Office Building	8	(EOI No.075-2)	100,000
03	Electricity Office Building	1	(EOI No.075-3)	100,000
04	Paryetan Smarika Park Gate	2	(EOI No.075-4)	75,000
05	Rural Municipality Entrance Gate	2		
06	Tamang Cultural Museum	1	(EOI No.075-5)	125,000
07	Building By-Laws	1	(EOI No.075-6)	300,000
2. The Request for proposal (RFP) document for each EoI can be obtained free of cost during office hours on all government working days within 15th day of first date of publication of this notice from Temal Rural Municipality, Office of the Rural Municipal Executive, Pokhari Narayansthan, Kavrepalanchok. 3. Duly completed RFP with Technical and Financial Proposal in separate envelopes must be submitted for each Job separately to Temal Rural Municipality, Office of the Rural Municipal Executive, Pokharinarayansthan, Kavrepalanchowk before 12 Noon (NST-Nepal Standard Time) within 16th day of first publication of this notice. 4. If the deadline specified here in falls on a government holiday, the deadline shall be extended automatically to the next working day at the same hour. 5. The completed RFP documents received by the due date and within the specified time shall be opened at 14:00 (NST) on the 16th day of first date of publication of this notice in the presence of the applicants or their authorized representative who wish to attend. Absence of the applicant or their authorized representatives, however, shall not prevent the opening of the RFP in any way. 6. The Request for proposal (RFP) shall be evaluated with regard to the firm's experience, quality, methodology and work plan, competent professionals and cost. Financial Proposals of only those parties whose Technical Proposal is successful will be opened. 7. Temal Rural Municipality, Office of the Rural Municipal Executive reserves the right to accept or reject any or all RFP with or without giving any reasons. Further information on this EoI can be obtained from Temal Rural Municipality, Office of the Rural municipal Executive during office hours in all working days prior to the deadline of submission of RFP. <p style="text-align: right;">Chief Administrative Officer</p>				

1. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Format of Curriculum Vitae (CV) for Proposed Professional Staff/Technical Proposal

Section 3 - Financial Proposal - Standard Forms

Section 4 - Terms of Reference

Section 5 - Standard Form of Contract.

2. Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal

Yours sincerely,

.....
Sharmila Lamichhane
Chief Administrative Officer

Section 2.Format of Curriculum Vitae/Technical Proposal

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

Seal / Stamp of the Consultant/Firm:

[Consultants shall prepare a brief technical proposal .The technical proposal shall include

- a. Consultant's Organization and Experience*
- b. Comments and /or Suggestions on the Terms of reference*
- c. Description of proposed approach, proposed methodology*
- d. Detailed work plan and timeline (keeping within the overall timeline as specified).*
- e. Team Composition and Task Assingment*
- f. Curriculum Vitae (CV) for Proposed Professional Staff*
- g. Staffing Schedule*
- h. Considerations of scope and data collection methodology .*
- i. Brief explanation of the required analysis and report/output writing.]*

Section 3. Financial Proposal Submission Form

[Letterhead of Consultant in case of a Firm]

To: [Name and address of Client]

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. Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the applicable local taxes(excluding Value Added Tax).

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:

[The financial proposal shall include

- a. Financial Proposal Submission Form
- b. Summary of Costs
- c. Breakdown of Cost by Activity]

Financial Proposal Form

Summary of Costs

	Costs				
Items					
Total Costs of Financial Proposal					

Breakdown of Cost by Activity

S.N	Description	Unit of Measure	Unit Cost	Quantity	Total Cost
1	Remuneration to complete deliverables as per ToR				
2	Reimbursable Costs(Breakdown if necessary)				
3	Other Costs (if applicable) (To be specified)				
4	Taxes				
	Total in Rs				

[The Proposals (Technical Proposal Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.]

Section 4. Terms of Reference

a. Background,

Temal Rural Municipality, Office of the Rural Municipal Executive Kathmandu (herein after referred as "the TRM"), intends to utilize services of engineering consulting firms for preparing Building By-laws that will guide the building constructions within Temal Rural Municipality. .

b. Objectives,

Objective of this job is to prepare a suitable building By-laws for regulation of building construction works within TRM .

c. Scope of the Services,

The firm shall carry out the necessary field works along the alignment. The firm shall be responsible for accuracy, interpretation, analysis of all data received and for the conclusion and recommendations in their report. The scope of work to be carried out by the firm shall include but may not be limited to the following:

1 Desk Study

A desk study shall be carried out, collecting necessary information relevant to preparation of Building By-laws.

2 Preliminary Site Visit

The firm can schedule preliminary visit to TRM get information about :

o Culture of local people, Existing Traditional Building Designs.

o Landscape of TRM, Road standards to prepare and existing road conditions.

d. Training (when appropriate),

The Consultants shall present the design report in specified format and defend it to the TRM audience prior to the submission of the final report. They shall review the issues raised during the presentation while finalizing the report and make necessary amendments/corrections if needed. The date and venue of the presentation shall be determined by mutual agreement between the TRM and the consultants. The cost of such presentation shall be borne by the consultants. The consultants need to submit two copies of draft report to TRM within 15 days of assignment of Job.

e. Reports and Time Schedule, and

The firm shall submit reports in English within 20 days of the assignment of the Job after necessary corrections and suggestions issued by the TRM. Five hard copies of final report with original designs, photos and maps all coloured along with a soft copy need to be submitted .

f. Data, Local Services, and Facilities to be provided by the Client

TRM will assist the consulting firm in interacting with the local people . TRM will not provide any necessary equipments and other benefits to the consulting firm. The cost of all the facilities required by the consultant to carry out the assignment shall be included in the consultant's proposal. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals.

Section 5:

STANDARD FORM OF CONTRACT

Title of Consulting Services *[Preparation of Building By-Laws of Temal Rural Municipality .]*

Project Name: *[Preparation of Building By-Laws of Temal Rural Municipality.]*

Office Name: *[Temal Rural Municipality,Office of the Rural Municipal Executive]*

Office Address: *[Pokhari Narayansthan,Kavrepalanchowk]*

CONTRACT

THIS CONTRACT ("**Contract**") is entered into this **[insert starting date of assignment]**, by and between **[insert Client's name]** ("**the Client**") having its principal place of business at **[insert Client's address]**, and **[insert Consultant's name]** ("**the Consultant**") having its principal office located at **[insert Consultant's address]**.

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - a. The Consultant shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - b. The Consultant shall provide the personnel listed in, "Consultant's Personnel," to perform the Services.
 - c. The Consultant shall submit to the Client the reports in the specified form and within the time periods specified in, "Consultant's Reporting Obligations."

- 2. Term**

The Consultant shall perform the Services during the period commencing **[insert starting date]** and continuing through **[insert completion date]**, or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
 - A. Ceiling

For Services rendered , the Client shall pay the Consultant an amount not to exceed **[insert amount]**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. Schedule of Payments

The schedule of payments is specified below:

[insert amount in Nepali currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total:

- C. Payment Conditions

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices .

- 4. Project Administration**
 - A. Coordinator.

The Client designates Mr. /Ms. **[insert name]** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client

and for receiving and approving invoices for the payment.

B. Reports.

The reports as per "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

- | | |
|--|---|
| 5. Performance Standards | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. |
| 6. Confidentiality | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 7. Ownership of Material | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. |
| 8. Consultant Not to be Engaged in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| 9. Responsibility | The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations. |
| 10. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| 11. Assignment | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. |
| 12. Law Governing Contract and Language | The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English. |
| 12. Dispute Resolution | Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication. |

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

List of Annexes

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations.

Annex A - Terms of Reference

[Terms of Reference normally contain the following sections:

Background,

Objectives,

Scope of the Services,

Staff inputs

Training (when appropriate),

Reports and Time Schedule, and

Data, Local Services, and Facilities to be provided by the Client.

[As per Terms of Reference]

Annex B – Consultant's Personnel

Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work and staff-months for each.

[As per Technical Proposal]

Annex C – Consultant's Reporting Obligation

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

[Shall be provided only to successful applicants after contract is awarded.]