



# PROCUREMENT DOCUMENT

For Procurement of Consulting Services at Province Level

**Issued by:**

Office of Chief Minister and Council of Ministers (OCMCM)  
Gandaki Province, Pokhara

3 January 2021 (2077 Poush 19)

## SUMMARY DESCRIPTION

### 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: 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.

##### **Section 6: General Conditions of Contract and Standard Contract Agreement**

This section describes the some key provisions on Memorandum of Understanding with selected consultant/firm for the agreed services.

## **REQUEST FOR PROPOSALS**

**RFP No: OCMCM/e-GMP/QCBS-3**

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

To Procure Service for Study of **Electronic Governance Master Plan (e-GMP) in the Gandaki Province**

Office Name: *Office of the Chief Minister and Council of Ministers*

Office Address: Pokhara

**Issue Date: 3 January 2021 (2077 Poush 19)**

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## **Section 1. Letter of Invitation**

Dear Standing List Consultants,

1. The Office of the Chief Minister and Council of Ministers (OCMCM), Gandaki province, now invites proposals for **service for the study of e-Governance Master Plan in the Gandaki province.**
2. More details on the services are provided in the attached Terms of Reference.
3. Consultants will be selected under Quality Cost based Selection (QCBS) 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
  - Section 6 - General Conditions of Contract and Standard Contract Agreement
5. Interested Consultants can obtain further information from our office within office hours

Yours sincerely,

Provincial Programme Manager  
OCMCM, Gandaki Province

## Section 2. Information to Consultants

### A. INSTRUCTION TO CONSULTANTS:

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| <b>1. Introduction</b> | <p>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.</p> <p>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.</p> <p>1.3 The consultants must familiarize themselves with local conditions and take them 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.</p> <p>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.</p> <p>1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.</p> <p>1.6 GoN and Provincial Government (PG) (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.</p> <p>1.7. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:</p> <p style="margin-left: 20px;">1.7.1. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.</p> <p style="margin-left: 20px;">1.7.2. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.</p> <p style="margin-left: 20px;">1.7.3. Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or</p> |
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|                                | <p>affiliates or associates under a contract with the GoN/PGs may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.</p> <p>1.8 It is the GoN's/PG policy to require its implementing agencies, as well as consultants under GoN/PG (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:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.</p> <p>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;</p> <p>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;</p> <p>d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and</p> <p>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.</p> <p>1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).</p> <p>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.</p> |
| <p><b>2. Clarification</b></p> | <p>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</p>  |

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|  | <p>source of inquiry) to all invited consultants who intend to submit proposals.</p> <p>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.</p>   |
| <p><b>3. Preparation of Proposal</b></p> | <p>3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.</p>  |
| <p><b>Technical Proposal</b></p>         | <p>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.</p> <p>3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <p style="padding-left: 40px;">If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.</p> <p style="padding-left: 40px;">For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</p> <p style="padding-left: 40px;">Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.</p> <p>3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <p style="padding-left: 40px;">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,</p> |

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|  | <p>and consultant’s involvement.<br/>Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).</p> <p>A description of the methodology and work plan for performing the assignment (Section 3D).<br/>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).</p> <p>CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.</p> <p>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).</p> <p>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.</p> <p>Any additional information requested in the Data Sheet.</p> <p>3.5 The Technical Proposal shall not include any financial information.</p>  |
| <p><b>Financial Proposal</b></p>                     | <p>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.</p> <p>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.</p> <p>3.8 Consultants shall express the price of their services in Nepalese Rupees.</p> <p>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.</p> |
| <p><b>4. Submission, Receipt, and Opening of</b></p> | <p>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</p>   |

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| <p><b>Proposals</b></p>   | <p>must be initialled by the persons or person who sign(s) the proposals.</p> <p>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.</p> <p>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 “<b>ORIGINAL</b>” or “<b>COPY</b>” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “<b>Technical Proposal</b>,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “<b>FINANCIAL PROPOSAL</b>” and warning: “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>” 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, “<b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.</b>”</p> <p>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.</p> <p>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.</p> |
| <p><b>5. Proposal Evaluation</b></p>                                    |   |
| <p><b>General</b></p>   | <p>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.</p> <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.</p>   |
| <p><b>Evaluation of Technical Proposals (QCBS, QBS, FBS, LCBS))</b></p> | <p>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.</p> <p>5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the</p>   |

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|   | <p>Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.</p>  |
| <p><b>Public Opening and Evaluation of Financial Proposals (CBS Only)</b></p>       | <p>5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.</p>  |
| <p><b>Public Opening and Evaluation of Financial Proposals (QCBS, FBS,LCBS)</b></p> | <p>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 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.</p> <p>5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>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.</p> <p>5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.</p> <p>5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.</p> <p>5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (<math>T =</math> the weight given to the Technical Proposal; <math>P =</math> the weight given to the Financial Proposal; <math>T + P = 1</math>) indicated in the Data Sheet: <math>S = St \times T\% + Sf \times P\%</math>. The consultant achieving the highest combined technical and financial score will be invited for negotiations.</p> |
| <p><b>6. Negotiations</b></p>   | <p>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.</p> <p>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</p>   |

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|                                    | <p>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.</p> <p>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 in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.</p> <p>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.</p> <p>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.</p> |
| <p><b>7. Award of Contract</b></p> | <p>7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it’s intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>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.</p> <p>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.</p> <p>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.</p>  |

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|                                    | <p>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</p> <p>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.</p> <p>7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.</p> <p>7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>   |
| <b>8. Confidentiality</b>          | <p>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.</p>   |
| <b>9. Conduct of Consultants</b>   | <p>9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act, 2063 (including Revisions) and Regulations, 2064 (including Revisions)</p> <p>9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in participation of other prospective bidders.</li> <li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>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.</li> <li>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</li> </ul> |
| <b>10. Blacklisting Consultant</b> | <p>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:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2</li> <li>b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3</li> <li>c) if it is proved later that the bidder/contractor has committed</li> </ul>  |

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|  | <p>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</p> <ul style="list-style-type: none"><li>d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.</li><li>e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information</li><li>f) other acts mentioned in the Data Sheet or SCC</li></ul> <p>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.</p> |
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**B. DATA SHEET:**

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| 1.1 | The name of the Client is: Office of the Chief Minister and Council of Minister (OCMCM)<br>The method of selection is: QCBS  |
| 1.2 | The name, objectives, and description of the assignment are:<br>Name: To Procure the Service for Study of <b>e-Governance Master Plan</b> at Gandaki Province<br>Objectives: The overall objective of this assignment is to find the e-Governance Master Plan of Gandaki province and prepare detail report on e-Governance Master Plan study for client<br>Description: Please Refer to Terms of Reference (ToR)  |
| 1.3 | A pre-proposal conference will be held: No<br>The name (s), address(es), and telephone numbers of the Client's official (s) are:<br>Name: Office of the Chief Minister and Council of Ministers (OCMCM)<br>Province and Local Governance Support Programme<br>Address: Gandaki Province - Pokhara<br>Tel: 061-467683<br>Email: ocmcm@gandaki.gov.np, ocmcm.gandaki@gmail.com   |
| 1.4 | The Client will provide the following inputs: <ul style="list-style-type: none"> <li>• Budget for the study</li> <li>• Briefings on nature of study</li> <li>• Regular guidance and monitoring of study progress</li> <li>• Quality assurance and other coordinating support to consultants</li> </ul>   |
| 1.5 | Clarifications may be requested 7 days before the submission date<br>The address for requesting clarifications is:<br>As Indicated in 1.3 of this Data Sheet   |
| 1.6 | Proposals should be submitted in the following language(s): English or Nepali  |
| 1.7 | (i) Consultants/entity may associate with other short listed consultants:<br>No<br>(ii) The estimated number of professional<br>As per ToR<br>(iii) Available Budget NPR. 19,04,050 (Nineteen Lakh Four Thousand Fifty rupees Only) including VAT and all other applicable tax as per GoN<br>(iv) The minimum required experience of proposed professional staff is:<br>As Mentioned in ToR<br>(vi) Reports that are part of the assignment must be written in the following language(s): Nepali and English |
| 1.8 | (vii) Training is a specific component of this assignment: No<br>(viii) Additional information in the Technical Proposal includes: As Per ToR  |

| 1.9   | Proposals must remain valid 90 days after the submission date.  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
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| 1.10  | Consultants must submit 1 original and 1 additional copy of each proposal (Only hard and sealed copies of proposals are accepted)   |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| 1.11  | The proposal submission address:<br>Information on the outer envelope should also include : Same as in 1.3 of Data Sheet  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| 1.12  | Proposals must be submitted no later than: 15 Days i.e 18 January 2021 (2077 Magh 5) By 12:00 Hours of 16 <sup>th</sup> Day.  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| 1.13  | <p>The number of points to be given under each of the evaluation criteria are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of consultant related to the assignment<br/>Past experience of research/study in the same or relevant sector</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td>(ii) Understanding on ToR</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td>(iii) Data collection, adequacy of proposed methodology, indicators and innovations<br/>Work implementation Plan</td> <td style="text-align: right; vertical-align: bottom;">20</td> </tr> <tr> <td>(iii) Qualifications and competence of the key staff for the Assignment ( Team Leader and other thematic specialist/experts)</td> <td style="text-align: right; vertical-align: bottom;">60</td> </tr> <tr> <td style="text-align: right;"><b>Total Points:</b></td> <td style="text-align: right;"><b>100</b></td> </tr> </tbody> </table> <p>The percentage of points to be given under each evaluation sub criteria for qualifications of staff are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">Points</th> </tr> </thead> <tbody> <tr> <td>(a) General qualifications</td> <td style="text-align: right; vertical-align: bottom;">30</td> </tr> <tr> <td>(b) Adequacy for the project (Experience of the personnel)</td> <td style="text-align: right; vertical-align: bottom;">70</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Past experience conducting relevant study</li> <li>• Past experience exact study/research</li> <li>• Experience working at national and international level</li> </ul> <p><i>The minimum technical score required to pass is 60</i></p> |  | Points | (i) Specific experience of consultant related to the assignment<br>Past experience of research/study in the same or relevant sector | 10 | (ii) Understanding on ToR | 10 | (iii) Data collection, adequacy of proposed methodology, indicators and innovations<br>Work implementation Plan | 20 | (iii) Qualifications and competence of the key staff for the Assignment ( Team Leader and other thematic specialist/experts) | 60 | <b>Total Points:</b> | <b>100</b> |  | Points | (a) General qualifications | 30 | (b) Adequacy for the project (Experience of the personnel) | 70 |
|   | Points  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| (i) Specific experience of consultant related to the assignment<br>Past experience of research/study in the same or relevant sector | 10  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| (ii) Understanding on ToR   | 10  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| (iii) Data collection, adequacy of proposed methodology, indicators and innovations<br>Work implementation Plan                     | 20  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| (iii) Qualifications and competence of the key staff for the Assignment ( Team Leader and other thematic specialist/experts)        | 60  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| <b>Total Points:</b>  | <b>100</b>  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
|   | Points  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| (a) General qualifications  | 30  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| (b) Adequacy for the project (Experience of the personnel)  | 70  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
|   | The Budget Ceiling for the assignment is: NPR. 19,04,050.00   |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| 1.15  | The weights given to the technical and Financial Proposals are:<br>T (Technical Proposal) = 80<br>P (Financial Proposal) = 20   |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| 1.16  | The address for negotiations is: Same as in 1.3 of Data Sheet   |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |
| 1.17  | The assignment is expected to commence on : Tentatively on <b>mid of January, 2021</b>  |  |        |   |    |                           |    |   |    |  |    |                      |            |  |        |                            |    |  |    |

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### Section 3. Technical Proposal - Standard Forms

*[Location, Date]*

To:

.....  
.....

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for preparation of e-governance master plan at Gandaki province 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 study 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.

Yours sincerely,

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

### 3A. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications

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

| Relevant Assignment Name | Country | Professional Staff Provided by Consultancy /Entity(profiles) | Name of Client: Address | Start Date Month/Year | Completion Date Month/Year | Approx. Value of Services NRs | Description of Actual Services Provided by Your Staff |
|--------------------------|---------|--|-------------------------|-----------------------|----------------------------|-------------------------------|---|
|                          |         |  |                         |                       |                            |                               |   |
|                          |         |  |                         |                       |                            |                               |   |
|                          |         |  |                         |                       |                            |                               |   |
|                          |         |  |                         |                       |                            |                               |   |

Please submit proofs as specified in ToR.

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### **3B. TECHNICAL APPROACH AND METHODOLOGY OF THE STUDY**

- Understanding of ToR
  - Relevant comments upon ToR, scope of study and methodology, e-government enterprise architecture etc.
  - What are the problems and needs that should be addressed in master plan.
- Methodology for Study:
  - Study approach, methods and techniques and innovations.
  - Sampling design, data collection and analysis, findings and results and discussion.
  - Literature reviews linked with particular study.
  - Planning procedures and sub-modules and preparation of detail e-GMP.
  - Work plan with detail planning for each deliverables/activity with breakdown of given time period.

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### 3c. TEAM COMPOSITION AND TASK ASSIGNMENTS

| 1. Study Team Members |          |               |
|-----------------------|----------|---------------|
| Name                  | Position | Task and Time |
|                       |          |               |
|                       |          |               |
|                       |          |               |
|                       |          |               |
|                       |          |               |

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### 3D. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STUDY STAFF

Proposed Position: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Consultant/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

#### Key Qualifications:

*[Give an outline of staff member's experience and research on 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.]*

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#### 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.]*

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#### Research/Study and Relevent Experience:

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

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#### Languages:

*For Nepali and English language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*

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#### 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 of Consultant \_\_\_\_\_

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## Section 4. Financial Proposal - Standard Forms

[Location, Date]

To,

.....  
.....

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for preparation of e-governance master plan at Gandaki Province 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 including 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 firm:  
Address:

#### 4a. SUMMARY OF CONSULANCY COSTS

| SN        | Particulars/Description  | Unit | Persons | Days | Per unit cost | Amount in NPR. |
|-----------|--|------|---------|------|---------------|----------------|
| <b>A</b>  | <b>Remuneration of Study Team</b>                                      |      |         |      |               |                |
| A 1       | Team Leader  |      |         |      |               |                |
| A 2       | ..... Member/Expert/Specialist   |      |         |      |               |                |
| A 3       | .....Member/ Expert<br><i>.....add row as required</i>                 |      |         |      |               |                |
|           | .....  |      |         |      |               |                |
| A 4       | Data Enumerators   |      |         |      |               |                |
|           | Subtotal of A  |      |         |      |               |                |
| <b>B.</b> | <b>Workshop, Travel, DSA,<br/>Communication and Reporting<br/>Cost</b> |      |         |      |               |                |
| B 1       | Travel and DSA   |      |         |      |               |                |
| B 2       | Stationary   |      |         |      |               |                |
| B 3       | Communication  |      |         |      |               |                |
| B 4       | Reporting<br><i>..add row as required</i>                              |      |         |      |               |                |
|           | Subtotal of B  |      |         |      |               |                |
|           | Total A and B  |      |         |      |               |                |
|           | VAT @13%   |      |         |      |               |                |
| <b>C</b>  | <b>Grand Total including VAT</b>                                       |      |         |      |               |                |

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## Section 5. Terms of Reference

Provincial Government  
Office of the Chief Minister and Council of Ministers  
Provincial and Local Governance Support Programme  
Gandaki Province

### Terms of Reference (ToR) for Consulting Service Providers to Submit Technical and Financial Proposals for Developing of Electronic Governance Master Plan (e-GMP) in Gandaki Province

Nature of work: Consulting service  
Location: Pokhara  
Starting date: Mid-January, 2021  
Duration: Max. 120 days (4 months)

#### Background

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Electronic Governance Master Plan (e-GMP), an important component of good governance initiative of Gandaki province, that promises to mainstreaming information, communication and technology (ICT) in its laws, system and process. It has tremendous potential for transforming the manner in which governance is conducted and public services are provided. Hence, Office of Chief Minister and Minister of Council (OCMCM) in Gandaki province has planned to form comprehensive sub-national level e-GMP to fulfil the obligations of transparent and accountable government that has been dictated in our new constitution and different legal and legislative provisions and policies of government. e-GMP, a blueprint, probably a novel effort in harmonization and integration of information and communications technology (ICT) at provincial level in Nepal, that will be built on past lessons, growing demands and future digital transformational needs of diverse communities. In the past, the Government of Nepal (GoN) also formed twice e-GMPs (2007-2011) & e-GMP (2014-2019) with the aim of integration of digital technology in its public governance and administrative services.

Developing e-GMP is a part of Provincial Annual Strategic Implementation Plan (P-ASIP) of programme that has been designed during planning phase of Gandaki province for achieving theme on 'Prosperous Province and Happy Province People'. Thus, with special focus on Gandaki province in Nepal, this plan aims to form e-governance vision and strategic directions including framing policies and programmes, roadmap on e-GMP implementation and guidance on monitoring and costing provisions. In this regard, this ToR has been prepared to guide the service providers/consulting firms to submit technical and financial proposal for the preparation of an e-Governance Master Plan (2078-2088) - as a common framework to support ICT- blended governance, administrative and service delivery reform initiative at Gandaki province.

#### Rationale

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Over the years, a few of initiatives have been undertaken by federal government to usher in an era of e-Government, however, these are not enough to satisfy the demands of citizen for rapidly intensifying technological pace of 21<sup>st</sup> century. So, this plan would be considered as a milestone in localizing sustained electronic governance efforts at provincial level to improve delivery of public services and simplify the process of accessing them. Further, recognizing the huge opportunities of e-governance system being implemented at provincial and local level in Nepal, particularly to bring in

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efficiency and effectiveness in citizen-centric services, socio-economic transformation and creating employment opportunities, the Gandaki province considered it prudent to develop e-GMP.

As per the United Nations (UN) survey on e-Government Development Index and E-Participation Index during 2020, Nepal ranks in 132th and 137th position out of 193 countries across the world respectively. Also, the similar research of World Economic Forum's study during 2018 on Network Readiness Index (NRI) ranked Nepal as the 118th out of its 139 countries in the world. These all figures indicate that there is sufficient space to make improve the electronic governance landscape of country through planning and improvement in policies. Likewise, GoN introduced ICT Policy (2015), series of regulatory framework, Nepal e-Governance Interoperability Framework (NeGIF) - that outlined ICT intervention on many sectors and areas. And, these initiatives marked some of the foundational initiatives for enabling roll-out of citizen centric digital services and system in Nepal.

In the above backdrop, this institutionalization of planning framework at province level will promote the overall national vision on e-governance and create opportunity for replication in similar setting at national and international level as well. In the same way, government transparency is important as it allows public to be informed about what the government is working on as well as policies they are trying to implement. e-GMP will help simplify processes and makes government information more easily accessible for public sector agencies and citizens.

Besides, this plan will enable province government to recognize the areas of e-governance intervention, gaps, skills, resources and implementation modalities, leading to complex framework on use of ICT in public governance. The master plan formulation process will further review of international and national practices, undertake consultation with stakeholders, and creating linkage of informed technological practices and research in a way useful to legislatures, policy makers and government officials, academia, private and civil society and ordinary citizen as well. By itself, e-GMP will guiding document for promoting cost effective and appropriate of ICT based e-governance practices in province.

### **Objective of the Assignment**

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The overall objective of the assignment is to prepare e-Governance Master Plan (e-GMP) of Gandaki province. The specific objectives include;

- To provide strategic directions to digital Gandaki province including framing policies and implementation strategies in diverse domains of e-governance.
- Identifying and prioritizing areas of e-governance services at province level.
- To assess the current situation within the Gandaki Province, in terms of the area of ICT domain (legal status, existing plans and programs, public service delivery, infrastructure development need, Human Resource management, data and information management),
- To prepare a master plan including possible areas to be managed by e-Governance system, identification of sub-sectors, timely demand and supply analysis, financial cost projection, implementation plan;
- To encourage provincial government for efficient, effective, transparent and user friendly governance and administrative process.

### **Scope of Work**

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The e-GMP plan should be elaborated in such a way as to produce a multidimensional assessment of the public value potentially generated by e-Government, not limited to just the strictly quantitative

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financial impact, but also fully including more qualitative impacts. e-GMP would be a four prolonged approach in four dimensional access, availability, equity and democracy, and must emphasize how latest new technologies such as cloud and mobile make implementation faster and more resource efficient. Hence as a major scope, the plan must make explicit analysis and present the appropriate model as prescribes in below headings, but not limited to:

- **To conduct detail assessment of Gandaki province's e-governance capabilities of:**
  - ICT technology maturity and skill availability.
  - Change management readiness.
  - Governance and organizational maturity.
- **As-is-analysis of ICT and e-governance services of:**
  - Infrastructure and application landscape.
  - Relevant plans and policies related to IT such as: e-GMPs, digital Nepal framework (2018), IT policy (2010) and other relevant regulations and pogramme, & etc at international, regional and national and local level.
- **Design of conceptual enterprise architecture for e-governance including:**
  - Clear goals, strategies directions, guiding principles and approach of e-GMP.
  - IT policies/laws, standards, responsibility framework, e-government skills, ICT application and infrastructure initiatives.
  - Integrated and common data services, shared application and channels.
  - Ministry specific application and interoperability frameworks.
  - Empowering inclusive business digital literacy and citizen ICT awareness.
  - Change management and departure to e-governance targeted institutional reform.
- **Development of comprehensive implementation roadmap comprising:**
  - Ten year e-GMP, including concrete action plans and costing in local currency for up-to 3-years of implementation modalities, predominantly, focusing on but not limited to, Government to Citizens (G2C), Government to Business (G2B), Government to Government (G2G) projects/services and etc.
  - Recommended plan for quick wins and high-priority initiatives - such as energizing digital governance process - using new and innovative technologies: cloud computing, mobile technology and localization.
  - Human resource capacity required for implementation of e-GMP.
  - Budget required for the e governance master plan.
  - Setting benchmark for monitoring progress and measuring success on e-GMP's achievements and impact.

## **Methodology**

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Consulting firm need to present a solid e-GMP preparation method, which is based on both scientific and consultations driven approach to to shape the final e-GMP. The methodologies should include surveys, expert opinions and action-oriented literatures/desk reviews. The study will use sample size that is considered easily adequate to justify the findings. Following are key methods suggested to follow but not limited to.

- **Primary data collection, both quantitative & qualitative and observational approach could be applied using methods as:**
  - Questionnaire survey/face-to-face interview with sampled people (to be decided with consultation with clients later), including government, academia, business and non-profits officials, predominantly involved in ICT study, design and delivery of e-governance services.
  - Undertake key informant interview (nearly 200 persons), having rich understanding on ICT and e-governance process and systems in Nepal and across the world with using suitable checklist.

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- Focus group discussions (10 events with 7-10 people) with high level of familiarity towards e-government programme and projects, using suitably developed open ended group questionnaire formats.
  - Carry-out preliminary ICT stock taking survey/observation of carefully selected provincial ministries/directorates/offices (15-20 units) including 5 urban municipalities, 10 rural municipalities and 1 metropolis that are massively adopting e-governance services and using ICT infrastructure.
  - **Secondary data collection by desk review of:**
    - Relevant research studies, journals and books.
    - Review of wider available gray literatures such as IT reports, e-gov. policies and plans and websites and newspaper articles.
  - **Information processing, triangulation and analysis as:**
    - An elaborative and explanatory detailed analysis of information collected from quantitative techniques using suitable statistical software and thematic analysis of qualitative data.
    - Data triangulation for reliability and authenticity and interpretation of findings.
  - **Planning exercise for formulation of vision, mission, goals and objectives (VMGO), using of:**
    - Problem tree analysis.
    - Participatory approach such as log-frame analysis or etc.
  - **Establishment of detail e-governance implementation roadmap with:**
    - Clear quantitative and qualitative descriptions, detail implementation modalities, realistic targets, indicators, budgetary frameworks, responsibility matrix and other relevant sub-modules as deemed necessary.
    - Relevant tabulations, discussions and annexes.

## **Experiences of Consulting Firm's and Human Resources**

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The consulting firm should have the following qualifications and experiences.

- Fulfilling all the requirement of standing list as published by OCMCM in Gandaki province.
- At least 5 years' experience in the ICT domain, e-governance and relevant study at national or sub national level.
- Must be experienced in ICT related system development preferably with government.

In addition, firm requires composition of multi-disciplinary teams, involving following expertise.

- **Team Leader (One person)**
  - Having Master's degree (preferably Ph.D.) in e-governance and IT from recognized university.
  - At least five years' experience in e-Governance master plan formulation, preferably involving in data analysis of government policies and regulations as team leader.
  - Have track record of preparation of e-Gov Master plan at national or international level.
- **Legal and Governance Expert (One person)**
  - Having Master's degree in law, economics, governance or public administration from recognized university.
  - At least five years' experience in drafting legal and policy frameworks and planning, data analysis or relevant studies.
  - Have successfully involved in ICT domain at national or international level.
- **e-Governance and ICT Specialist (One person)**
  - Having Master degree in IT/e-governance from recognized university.
  - At least five years' experience in IT research and planning or relevant study
  - Have successfully involved in ICT domain or e-governance at national or international level.

- 
- **System Architect (One person)**
    - Having Master's degree in IT or computer programming from recognized university.
    - At least five years' experience in design of IT application or relevant system design.
    - Have successfully involved in analysis of ICT architecture/system at national or international level.
  - **IT Associate (One person)**
    - Having Bachelor's degree (Master's preferred) in IT application from recognized university
    - At least 3 years' experience in development of software application or relevant study
  - Consulting firms can recruit data collectors/enumerators as per the need.

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### **Duration of the Assignment**

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The duration of assignment is approximately 4 month commencing from mid-January 2021 and expected to complete by mid-May 2021.

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### **Proposed Budget**

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The proposed the budget for overall consulting service procurement for e-GMP plan development is NRs. 19, 04, 050 (Nineteen Lakh Four thousand Fifty only) including the HR remuneration, field allowances, workshops and other administrative cost. Firm should propose the detail breakdown of cost as a separate financial proposal format in request for proposal.

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### **Monitoring and Quality Assurance**

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Under the direct supervision of Province Secretary, Governance Reform and Coordination Division (GRCD) under the OCMCM, the firm will execute the duty assigned. The Policy and Planning Commission (PPC) of Gandaki province can be consulted for quality assurance of master plan. The quality assurance committee can be formed to monitor progress and provide insights on periodic basis.

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### **Dispute Management**

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Any disputes that arise between the the clients and consulting firms would be resolved jointly by OCMCM and as per the prevailing law of arbitration for consulting works.

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### **Conflict of Interest**

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OCMCM would like to prevent any type conflict of interest of any consulting firm for the study and looking for independent and qualified consulting firm to carry out the e-governance master plan of Gandaki province.

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### **Copy Right of the Report**

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The copy right of this report will be on the OCMCM, Gandaki province. The consulting firm is not authorized to publish any part or full report of this study without prior approval of the client.

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### **Deliverables, Time-frame and Payment Schedule**

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The specific deliverables, time-frame and payment schedules are outlined in table below.

| <b>S<br/>N</b> | <b>Stage of work</b>  | <b>Deliverables</b>            | <b>Time-<br/>frame</b>             | <b>Payment<br/>schedule</b> | <b>Remarks</b>                                |
|----------------|---|--------------------------------|------------------------------------|-----------------------------|---|
| 1.             | <b>Inception Report:</b> Prepare an inception report with strategies approach to be followed for comprehensive e-GMP roadmap preparation, action plan including detailed work-plan for assignment.  | Submission of inception report | Within 15 days of contract signing | 20% of total agreed budget  | Upon satisfactorily review of reports         |
| 2.             | <b>Preliminary draft e-GM Plan:</b> Preparation preliminary e-governance master plan, including detail assessment of e-governance scenarios, recommendations and implementation roadmap for e-GMP for the Gandaki province.               | Submission of draft report     | Within 2.5 months                  | 20% of total agreed budget  |   |
| 3.             | <b>Presentation of Draft e-GM Plan:</b> A one day final consultation workshop with the relevant government functionaries, experts and corporate/private sector and entrepreneurship actors of Gandaki province to receive input/feedback. | Presentation draft plan        | Within 3 months                    | No payment                  |   |
| 4.             | <b>Final e-GMP:</b> Final implementation roadmap on e-GMP with incorporating comments received from workshop, review notes of quality assurance team and OCMCM.   | Submission of final Plan       | Within 3.5 months                  | 60% of total agreed budget  | Successful completion of assignment as agreed |

The detailed e-GMP must be submitted in English with Nepali translation. Both hard and soft copies of plans and sub-modules including the supporting materials must be submitted to OCMCM. The reports, data and images must be in an editable format.

### **Coordination and Communication**

The consulting firm will coordinate and communicate with GRCD of OCMCM for any matter related to study. It is the responsibility of firms/consultants to follow the instructions given by client/OCMCM.

### **Guidelines for Submission of Proposals**

The consultant firms/service provider should submit the both technical and financial proposal in a separate sealed and stamped envelope (with clear printing of technical and financial proposal) within a single envelope. Only hard copies of proposals are accepted. Technical proposal are typed suitably in world format with clear description on background, understanding on ToR, detail methodologies, preparation of data collection tools, data analysis and reporting process. Financial proposals should be typed in excel sheet with appropriate breakdown on sub-headings. Consulting firms/ service providers are required to submit the following documents (**legal documents should be notarized**) along with technical proposal as well:

- Copy of latest firm registration and renewal certificate of 076/077.
- Copy of Statue/Constitution or Article of Association or other legal relevant document specifying organization has objectives to perform similar nature of work/study.
- Copy of VAT registration certificate and tax clearance 076/077 from IRD.

- 
- Copy of Audit Report, 076/077
  - Copies of relevant experiences letters with at least two copies of similar nature of study/research reports.
  - Max 3 page CV's of each proposed human resources with mandatorily attached evidences as mentioned above.

### **Criteria's for Proposal Evaluation and Contract Provisions**

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Proposals evaluations are made on the basis of Quality Cost Basis System (QCBS) as per the Public Procurement Act, 2063 (including amendments) and Public Procurement Regulation, 2064 (including amendments) of Nepal. Technical and financial proposal carries 80% and 20% of total weightage respectively. The firm receiving highest combined score will be awarded the consultancy and formed contract agreement for work. The major evaluation criteria considered in evaluation of technical proposal are:

- Firms experiences and qualifications- 10 marks
- Understanding on ToR - 10 marks
- Work plan, methodology, planning process- 20 marks
- HR qualifications and experiences -60 marks

*N.B. The detail guidelines on how to submit technical and financial proposal and evaluation methods can be obtained in Request for Proposal (RfP). And all other missing criteria or procedures are followed as per the Public Procurement Act, 2063 (including amendments) and Public Procurement Regulation, 2064 (including amendments) of Nepal.*

## **Consultants' Services**

### ***Consulting Services for Services of OCMCM for Study of E-Governance Master Plan***

**Issued by:**

Office of the Chief Minister and Council of Ministers  
Gandaki province

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## 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**                   The Consultant shall perform the services specified in Annex ....., "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

The Consultant shall provide the personnel listed in Annex ....., "Consultant's Personnel," to perform the Services.

The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex ..., "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 pursuant to Annex ....., 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 Nepali Currency]** upon the Client's receipt of a copy of this Contract signed by the Consultant;

**[insert amount in Nepali currency]** upon the Client's receipt of the draft report, acceptable to the Client; and

**[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 in duplicate to the Coordinator designated in paragraph 4.

- 
- 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 listed in Annex....., "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.

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**12. Law Governing Contract and Language**

The Contract shall be governed by the laws of Nepal and the language of the Contract shall be Nepali

**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: \_\_\_\_\_

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**मुख्यमन्त्री तथा मन्त्रिपरिषद् कार्यालय, गण्डकी प्रदेश, पोखरा .....परामर्शदाता बीच गरिने द्विपक्षीय  
करार सम्झौताको नमुना**

यस मुख्यमन्त्री तथा मन्त्रिपरिषद् कार्यालय (यसपछि पहिलो पक्ष भनिने) र.....फर्म वा कम्पनी वा परामर्शदाता वा संस्था (यस पछि दोश्रो पक्ष भनिने) बीच यस प्रदेशको.....अध्ययन गर्न देहायमा उल्लेखित शर्तहरूको पालना गरी आज मिति ..... साल .....महिना..... गते यो द्विपक्षीय सम्झौता गरि एक एक प्रति लियो दियो ।

**मुख्यमन्त्री तथा मन्त्रिपरिषद् कार्यालय (पहिलो पक्ष)..... को जिम्मेवारी:**

१. दोश्रो पक्षलाई कार्यक्षेत्रगत शर्त बमोजिमका आवधिक योजना तयार गरे वापत भ्याट सहित कुल जम्मा रु.....तलको किस्ता बमोजिम उपलब्ध गराउने ।

प्रथम किस्ता रु .....

दोश्रो किस्ता रु .....

अन्तिम किस्ता रु .....

२. दोश्रो पक्षले पहिलो किस्ता रकम निकाशा माग गर्न शुरुवाती प्रतिवेदन, दोश्रो किस्ताका लागि मस्यौदा प्रतिवेदन र अन्तिम किस्ताका लागि सम्पूर्ण कार्य सम्पन्न गरेको प्रतिवेदन सहिततोकएको ढाँचामा खर्चको बिल भरपाई समेत पेश गर्नुपर्नेछ ।

३. दोश्रो पक्षलाई कार्यशाला, गोष्टि गर्न आवश्यक सहयोग, सल्लाह, सुझाव र निर्देशन दिने ।

४. अध्ययनको सिलसिलामा परामर्शदातालाई आवश्यक पर्ने सुझाव प्रदान गर्ने ।

५. समन्वयात्मक रूपमा काम गर्न आवश्यक सहजिकरण गर्ने ।

६. अध्ययनको गुणस्तरका लागि सुझाव तथा पृष्ठपोषण दिने ।

**परामर्शदाता.....(दोश्रो पक्ष) को जिम्मेवारी:**

१. कार्यक्षेत्रगत शर्तमा उल्लेख भएका कार्य जिम्मेवारी र प्रकृयाका आधारमा तोकिएको समयमा.....अध्ययन तथा गुरु योजना पुरा गरि प्रतिवेदन र आवश्यक कागजातहरू पेश गर्ने ।

२. अध्ययनका लागि अनिवार्य रूपमा प्रस्ताव गरिएका कर्मचारी वा परामर्शदाता टोलीलाई सक्रिय रूपमा सहभागी गराउने ।

३. कार्यदिशा प्राप्त भएपछि काम शुरु गर्ने र तोकिएको समयभित्र तोकिए अनुसार शुरुवाती प्रतिवेदन पेश गर्ने ।

४. कार्यक्षेत्रगत शर्त र प्राविधिक प्रस्तावमा उल्लेख भए बमोजिम डाटा संकलकहरू नियुक्त गर्ने र तालीम पश्चात कार्यक्षेत्रमा खटाउने ।

५. कार्यक्रम कार्यान्वयन गर्नका लागि नियमित रूपमा प्राविधिक टोलीलाई आवश्यक सहयोग उपलब्ध गराउने ।

६. अध्ययनको सिलसिलामा आवश्यक पर्ने तथ्याड लगायत अन्य आवश्यक सुचना संकलनका लागि सम्बन्धित स्थानीय तह, स्थानीय जानकारहरू, संघ, प्रदेश र स्थानीय सरकार, सम्बन्धित मंत्रालय, इकाई, गैर सरकारी निकायहरू लगायत अन्य सम्बन्धित सहकारी, वित्तीय तथा निजी संस्थाहरूसँग कार्यगत समन्वय र साझेदारीता विकास गर्ने ।

७. अध्ययनका लागि प्राप्त सुचनाहरूको प्रशोधन, विश्लेषण गरि, उपयुक्त सूचक र स्कोरिंग गरि मस्यौदा प्रतिवेदन तयार गरि पहिलो पक्षलाई उपलब्ध गराउने ।

८. नियमित रूपमा परामर्शदाताहरूको कार्यको अनुगमन गरी स्थानगत रूपमै सल्लाह, सुझाव र पृष्ठपोषण दिने ।

९. पहिलो पक्षबाट माग गरिएका अध्ययनसंग सम्बन्धित विवरण तथा तथ्यांकहरू उपलब्ध गराउने ।

१०. प्रदेश सरकार, मुख्यमन्त्री तथा मन्त्रपरिषद् कार्यालय, निती तथा योजना आयोगबाट प्राप्त सुझाव तथा पृष्ठपोषणहरूको पालना गर्ने ।

**अन्य:**

१. यो द्विपक्षीय सम्झौताको अवधि .....देखि .....सम्म हुनेछ । यस अवधि भित्र दोश्रो पक्षले कार्य सम्पन्न गरि सक्नु पर्नेछ ।

माथि उल्लेखित सेवा र शर्तहरूको अधिनमा रही .....कार्यक्रम सञ्चालन गर्न गराउन हाम्रो मञ्जुरी छ ।

| प्रथम पक्षका तर्फबाट | दोस्रो पक्षका तर्फबाट |
|----------------------|-----------------------|
| हस्ताक्षर:.....      | हस्ताक्षर:.....       |
| नाम.....             | नाम.....              |
| पद .....             | पद .....              |
| मिति .....           | मिति .....            |

साक्षी (पहिलो पक्षका तर्फबाट)

हस्ताक्षर:..... नाम ..... पद ..... मिति .....

साक्षी (दोस्रो पक्षका तर्फबाट)

हस्ताक्षर:..... नाम ..... पद ..... मिति .....

**करार सम्झौताको अंगकै रूपमा रहने अनुसूचीहरूको सूची**

अनुसूची क: कार्यक्षेत्रगत शर्त

अनुसूची ख: फर्मको अध्ययनकर्ता परामर्शदाताहरूको विवरण (फर्मको प्राविधिक प्रस्तावमा उल्लेख भए वमोजिम)

अनुसूची ग: फर्मको अध्ययन प्रतिवेदन दिने दायित्व/कर्तव्य (कार्यक्षेत्रगत शर्तमा उल्लेख भए वमोजिम )

अनुसूची घ: सम्झौता गरेको रकम र भुक्तानी तालिका (आर्थिक प्रस्तावमा उल्लेख भए वमोजिम )

अनुसूची ङ: भुक्तानी तालिका (कार्यक्षेत्रगत शर्तमा उल्लेख भए वमोजिम)

अनुसूची च: पेशकी ग्यारेन्टीको नमुना