



Government of Nepal

Form: 3.2

Date:

Request for Proposal (RFP)

Reference No.: Local Governance and Community Development Program (LGCDP-II) /TSNGP

Dear Proposers,

You are requested to submit a proposal for undertaking:

For Design and development of websites for provincial government, as per the enclosed Terms of Reference (TOR).

1. To enable you to submit a proposal, attached are:
 - i. Instructions to Proposers (Annex I)
 - ii. Terms of References (TORs) (Annex II)
 - iii. Proposal Submission Form (Annex III)
 - iv. Technical Proposal Format (Annex IV)
 - v. Price Schedule (Annex V)
 - vi. General Condition (Annex VI)
 - vii. Statement of Compliance with terms and conditions (Annex VII)

2. Your offer comprising of technical and financial proposals for task, in two **separate sealed envelopes**, should reach the following address no later than **05:00 PM NST on (19 April, 2018)** to the Project Coordination Unit.

National Project Manager
Local Governance and Community Development Program (LGCDP)
Singh Durbar, Kathmandu
Tel: 01-4257363

3. Proposals that are received by LGCDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Should you require further clarifications, kindly communicate with the contact person identified in the RFP document as the focal point for queries on this RFP. Local Governance and Community Development Program (LGCDP) looks forward to receiving your proposal and thanks you in advance for your interest in LGCDP procurement opportunities.

Yours sincerely,

Resham Lal Kandel
National Project Manager

Annex I

INSTRUCTIONS TO PROPOSERS

A. Introduction

1. Definitions

- a. "Contract" refers to the agreement that will be signed by and between the Local Governance and Community Development Program (LGCDP) and the successful proposer, all the attached documents thereto, including the General Terms and conditions and the appendices.
- b. "Day" refers to calendar day.
- c. "Government" refers to the Government of Nepal that will be receiving the services provided/rendered specified under the contract.
- d. "Instructions to Proposers" (Annex I of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.
- e. "Proposal" refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- f. "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by LGCDP through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by LGCDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- h. "Services" refers to the entire scope of tasks and deliverables requested by LGCDP under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by LGCDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- j. "Terms of Reference" (ToR) refers to the document included in this RFP as Annex II which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and service expected of the successful proposer.

Background

ICT team at Ministry of Federal Affairs and General Administration (MOFAGA), (the then Ministry of Federal Affairs and Local Development- MOFALD) has been providing technical support to local government units since 2014. Although the support is in all area of e-governance promotion, major contribution is in the domain of website- development, configuration, support, and training. Apart from this, ICT team members working at ministry and province level are also providing day to day back stopping support, providing necessary assistance and ICT coordination to local level.

As per the 'Nepal Gazette' notification, the Government of Nepal (GON) has declared 753 local level units in that consist of 460 rural municipalities, 276 municipalities, 11 sub-metropolitan and 6 metropolitan cities, where personnel are already elected at local, provincial units and federal government.

With new federal structure and personnel in place, establishing official website has become obviously important, which demands domain registration, development of website and hosting them.

With successful technical support by ICT team in website for local units, similar support has been requested from provincial government units. MOFAGA/ LGCDP has considered it as an opportunity to contribute in e-governance adoption, and therefore has decided to support requesting provincial office in development of website, facilitating in domain registration and hosting.

a. Scope of work

Following is the scope of work to be performed under this support

- . Consult with MoFALD/ LGCDP and provincial officials for requirement of websites.
- i. Register domain name and provide hosting environment in coordination with provincial level offices, National IT Center, Department of IT.
- ii. Design and development of 10 websites for provincial government as prescribed in detailed ToR.

2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, *LGCDP* will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposal must offer services for the each requirement. Proposal offering only part of the requirement will be accepted. The Proposer is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring *LGCDP* entity in writing at the organisation's mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only):

To: Local Governance and Community Development Program (LGCDP), Procurement Unit,

Email: nageshbadu@gmail.com

Subject line of Email: Design and development of websites for provincial government.

Website: www.lgcdp.gov.np

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on (19 April, 2018). LGCDP shall upload the response of inquiries (if any) in the website by (19 April 2018).

Inquiries received after the above date and time shall not be entertained.

Any delay in LGCDP response shall be not used as a reason for extending the deadline for submission, unless LGCDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Note: This email address is officially designated by (*Local Governance and Community Development Program (LGCDP)*). The subject line of the email for query should be same as mentioned above.

LGCDP shall have no obligation to respond nor can LGCDP confirm that the query was officially received, for:

- Inquiries that are sent with the different subject line even to the designated email address.
- Inquiries that are sent to other person/s or address/es, even if they are LGCDP staff.
- Queries for which information is already available in the bidding document.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring LGCDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment.

In order to afford prospective Proposers reasonable time in which to take the amendments into account in preparing their offers, the procuring LGCDP entity may, at its discretion, extend the deadline for the submission of Proposals.

All amendments to the Solicitation Documents, if any will be uploaded in the website mentioned above.

C. Preparation of Proposals

6. Language of the proposal

The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and the procuring LGCDP entity shall be written in English language, in case and otherwise prescribed in the ToR. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization, including organizational structure and policies
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed CVs of the proposed team
- g) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- h) Price schedule, completed in accordance with clauses 8 and 9,

8. Proposal form

The Proposer shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Proposer's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Proposer should comment on its experience in similar projects and identify the person(s) representing the Proposer in any future dealing with the procuring LGCDP entity.

(b) Resource plan

This should fully explain the Proposer's resources in terms of personnel (Team Leader and Experts) and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal **should not contain any financial pricing information** whatsoever on the services offered. Financial information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Proposer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Proposer considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Proposer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in **NPR** (Nepalese Rupee).

11. Period of validity of proposal

Proposals shall remain valid for **ninety (90) days** after the date of Proposal submission prescribed by the procuring LGCDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring LGCDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring LGCDP entity may solicit the Proposer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposal

Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorised to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

LGCDP shall make payments to the Contractor after acceptance by LGCDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposal

14. Sealing and marking of proposal

(a) The outer envelope shall be:

Addressed to:

National Project Manager

Local Governance and Community Development Program (LGCDP),

Singh Durbar, Kathmandu, Nepal

Marked with Task: Design and development of websites for provincial government

(b) The proposal shall contain the information specified in Clause 8 (*Proposal form*) above. The inner envelope shall include the price schedule duly identified as such.

15. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- (i) They have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and
- (ii) If they are awarded the contract, the contract shall be entered into, by and between *LGCDP* and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to (*Local Governance and Community Development Program (LGCDP)*), the lead entity identified to represent the joint venture shall not be altered without the prior written consent of (*Local Governance and Community Development Program (LGCDP)*).

Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by *LGCDP*.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

In the joint venture, consortium or association, the organization strengths and or eligibility criteria shall be counted from the lead organization only. Failure to present eligibility criteria by the lead organization will subject to disqualification of the proposal.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by LGCDP as the most responsive Proposal that offers the best value for money, LGCDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

16. Deadline for submission of proposal

Proposals must be received by the procuring LGCDP entity at the address specified under clause *Sealing and marking of Proposals* no later than (19 April 2018), 5:00 PM Nepal Standard Time (NST). If the deadline for proposal submission fall under public holiday, then the next working day will be added up.

The procuring LGCDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring LGCDP entity and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposal

Any Proposal received by the procuring LGCDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

18. Modification and withdrawal of Proposal

The Proposer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring LGCDP entity prior to the deadline prescribed for submission of Proposal.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposal and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form.

E. Opening and Evaluation of Proposal

19. Opening of proposal

The procuring entity will open the Proposal in the presence of a Committee formed by the Head of the procuring LGCDP entity.

20. Clarification of proposal

To assist in the examination, evaluation and comparison of Proposal, the Purchaser may at its discretion, ask the Proposer for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary examination

The Purchaser will examine the Proposal to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

22. Evaluation and comparison of proposal

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal of the Proposal will be opened only for submissions that passed the minimum technical score of 70% (490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and RFP.

In the Second Stage, the price proposal of all Proposers that have attained minimum 70% score in the technical evaluation will be compared. The points for the Financial Proposal will be allocated as per the following formula:

$$(\text{Lowest Bid Offered/ Bid of the firm/ proposer}) \times \text{Weightage}$$

Note: "Lowest Bid Offered" refers to the lowest price offered by Proposers scoring at least 70% points in technical evaluation.

Technical Evaluation Criteria

SN	Summary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
1	Expertise of Firm/ Organization	30%	210
2	Proposed Methodology, Approach and Implementation	30%	210
3	Management Structure and Key Personnel	40%	280
		Total	700

Evaluation forms for technical proposals are explained in following two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

- The minimum experience of the firm/expert should be as described in the detail ToR.

Form 2: Proposed methodology, approach and implementation

- Please provide a detailed description of the methodology for how the organisation/firm/expert will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.
- The methodology shall also include details of the Proposer’s data gap analysis, data collection tools, techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.
- The Proposer shall submit Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timings.

Form 3: Management structure and key personnel (team leader, web designers and web developers)

- Describe the overall management approach and structure toward planning and implementing this activity.
- Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement.
- Provide the CVs for key personnel that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.
- Key position of technical personnel for package and the expected qualifications are described in the detail ToR.

Form 4: Scoring System of Technical Proposal:

4.1 Scoring for expertise of Firm/ organization submitting proposal:		
SN	Description	Maximum Obtainable Marks
1	Demonstrated ability to perform the task with adequate number of staffs	50
2	Prior relevant experience in design and development of CMS based websites	100
3	Working experience with Government of Nepal (Federal/ Provincial/ Local)	60
	Total	210

4.2 Scoring for proposed methodology, approach and implementation:		
S.N.	Description	Maximum Obtainable Marks
1	Organization and management	50
2	Presentation in the documents	50
3	Understanding of assignment, methodology proposed for the activity (clarity and completeness) and presentation	60
3.1	Understanding of the assignment	30

3.2	Methodology clearance	30
4	Providing working schedule in chronological order	50
	Total	210

4.3 Scoring for management structure and key personnel:		
Project Staff Proposal Evaluation		Points Available
Team Leader (1)		
4.3.1	Indicators	Maximum Obtainable Marks
1	Masters in Information and Communication Technology (ICT) or Computer Engineering or Information Systems or in similar discipline	30
2	At least ten years of experience in project management, system/ software development, preferably web development, through understanding of the Software Development Lifecycle.	40
3	Experience working with government agencies (preferably local government units)	30
	Sub Total	100
Web Designer (2)		
4.3.2	Indicators	Maximum Obtainable Marks
	Bachelor's in any discipline, preferably in Information and Communication Technology (ICT) or Computer Engineering or Information Systems or in similar discipline	30
	At least 5 years' experience in front end web designing, user interface/ user experience (UI/UX), theme development.	40
	Knowledge on web designing / theme development tools	20
	Sub Total	90
Web Developer (2)		
4.3.3	Indicators	Maximum Obtainable Marks
1	Bachelor's in any discipline, preferably in Information and Communication Technology (ICT) or Computer Engineering or Information Systems or in similar discipline	30
2	At least 5 years' experience in back end web development, CMS based website (preferably on Drupal Framework), LAMP (Linux, Apache, MySQL or alternative, PHP or alternative), theme functions and layer, custom module development	40
3	Knowledge on web development tools, CMS, Security Principles, Multimedia Content Development, API's, SEO coding best practices	20
	Sub Total	90
	Total	280

23. Award criteria, award of contract

The procuring LGCDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Proposer shall sign and date the contract and return it to the Purchaser.

Annex II

TERMS OF REFERENCE (TOR)

Ministry of Federal Affairs and General Administration
Local Governance and Community Development Program/ TSNGP

Terms of Reference (TOR) for Design and Development of websites for provincial government

1. Background

ICT team at Ministry of Federal Affairs and General Administration (MOFAGA), (the then Ministry of Federal Affairs and Local Development- MOFALD) has been providing technical support to local government units since 2014. Although the support is in all area of e-governance promotion, major contribution is in the domain of website- development, configuration, support, and training. Apart from this, ICT team members working at ministry and province level are also providing day to day back stopping support, providing necessary assistance and ICT coordination to local level.

As per the 'Nepal Gazette' notification, the Government of Nepal (GON) has declared 753 local level units in that consist of 460 rural municipalities, 276 municipalities, 11 sub-metropolitan and 6 metropolitan cities, where personnel are already elected at local, provincial units and federal government.

With new federal structure and personnel in place, establishing official website has become obviously important, which demands domain registration, development of website and hosting them.

With successful technical support by ICT team in website for local units, similar support has been requested from provincial government units. MOFAGA/ LGCDP has considered it as an opportunity to contribute in e-governance adoption, and therefore has decided to support requesting provincial office in development of website, facilitating in domain registration and hosting.

2. Scope of work

Following is the scope of work to be performed under this support

- i. Consult with MoFALD/ LGCDP and provincial officials for requirement of websites.
- ii. Register domain name and provide hosting environment in coordination with provincial level offices, National IT Center, Department of IT.
- iii. Design and development of 10 websites for provincial government as prescribed in detailed ToR.

Proposal for Domain Registration (Examples)

	Option 1	Option 2	Option 3
Province Portal	karnali.gov.np	karnaliprovince.gov.np	karnaliprov.gov.np

Office of Provincial Assembly	pa.karnali.gov.np	pa.karnaliprovince.gov.np	pa.karnaliprov.gov.np
Office of Provincial Chief	pc.karnali.gov.np	pc.karnaliprovince.gov.np	pc.karnaliprov.gov.np
Office of Chief Minister	ocmcm.karnali.gov.np	ocmcm.karnaliprovince.gov.np	ocmcm.karnaliprov.gov.np
Provincial Ministries, e.g. Ministry of Social Development	mosd.karnali.gov.np	mosd.karnaliprovince.gov.np	mosd.karnaliprov.gov.np
NOTE: Sub-domain is proposed for website of provincial ministries to overcome confusion and technical complexity of having same domain name for ministries with same name at federal and provincial level.			

In support of consulting firm, develop websites (preferably 10 Drupal based CMS websites) including basic features mentioned in requirements collected and as listed in section below.

10 Websites and their purposes:

<p><u>Provincial Portal (1)</u> Similar to national portal, nepal.gov.np, this web portal will be have all information about the province, including links to website. All information will be grouped and categorised into generic domain like education, health, agriculture etc., so that citizen can find required information from single stop.</p>
<p><u>Office of Provincial Assembly (1)</u> Similar to website of federal parliament of government of Nepal (http://parliament.gov.np/), this portal will have all details of provincial assembly.</p>
<p><u>Office of Provincial Chief (1)</u> Similar to website of office of president of Nepal (www.presidentofnepal.gov.np), this website will have all detail and information about the office of provincial chief.</p>
<p><u>Office of Chief Minister and Council of Ministers (OCMCM)- (1)</u> Similar to website of the office of prime minister and council of ministers of government of Nepal (www.opmcm.gov.np), this website will have all information of the office of chief minister and council of ministers.</p>
<p><u>Provincial Ministries (6)</u> These website will serve as the website for all respective ministries under OCMCM.</p>

- iv. Develop admin manual and user manuals in Nepali language for smooth operation and support of website.
- v. Provide technical training to provincial staffs on usage of website
- vi. Handover websites including source code to respective provincial offices.
- vii. Provide guideline and facilitation support to provincial offices, if needed.
- viii. Complete the mentioned assignment in 2 months' time frame.

3. Website Requirements

1. Content Management System based
2. Theme changing mechanism
3. Web forms for grievance handling / Form submissions to email
4. Google map
5. Social media linkage

6. Multi user / Roles and permissions based
7. Password recovery mechanism
8. In-site Search
9. Clean URL
10. PDF embedding
11. Dynamic block placement
12. Photo gallery slideshow
13. Each navigation should have maximum 3 -levels (max 3 clicks or hovers).
14. Secondary menu (footer options)
15. File browser
16. Multi language.
17. Accessibility features

The websites should be accessible to people with disabilities. For this websites should have following accessibility features:

1. HTML Semantics
2. Link titles
3. Form validation
4. Accessible captcha
5. Keyboard navigation (no keyboard traps)
6. Text alternative
7. Font size manipulation
8. Responsive / Mobile friendly/compatibility
9. Color contrast
10. Skip to content link
11. Seizure avoidance

4. Support/ maintenance contract

Upon successful completion of websites, websites shall be handed over to respective provincial offices and ministries. The consulting firm shall provide training to staffs of respective organization, and provide setup and configuration support (intermittent and on demand support) for maximum 2 months from the date of formal launching of website.

Respective provincial government units shall be responsible for long term support or Annual Maintenance Contract of their websites.

5. Delivery requirement

The designer/developer should deliver:

- fully tested website within the agreed timeframe
- source of code and content of website to respective provincial offices and LGCDP

6. Consulting firm criteria

The consulting firm to be selected through the procurement procedure should meet following criteria:

- Consulting firm must be a legal entity registered in Nepal.
- Consulting firm must have tax clearance up to the fiscal year, according to Government of Nepal.
- Consulting firm company must not be blacklisted by any agencies of Government of Nepal.
- Consulting firm must have at least of 3 years of experience in the web development, preferably on Drupal framework

- Consulting firm must have developed similar project for Government of Nepal agencies, preferably in Drupal framework
- Consulting firm must have solid knowledge on system security and system hosting service
- Consulting firm must provide user manual and training documents in English and Nepali.
- Consulting firm should provide a concept note with brief implementation plan, including following:
 - GANTT chart for all development activities.
 - Staff portfolio
 - Training Plan
 - Proposed budget along with the quotation in template provided by MOFALD/ LGCDP
 - Quotation of maintenance service for at least 2 months starting from date of system operation

7. Key Personnel

Following Key Personnel are expected to complete the assigned task:

- Team Leader- 1 personnel
- Web Designer- 2 personnel
- Web Developer- 2 personnel

Experts Title	Minimum Qualifications & Skills	Minimum Experience
Team Leader (1)	<ul style="list-style-type: none"> • Masters in Information and Communication Technology (ICT) or Computer Engineering or Information Systems or in similar discipline • Through understanding of the Software Development Lifecycle. 	<ul style="list-style-type: none"> • At least ten years of experience in project management, system/ software development, preferably web development. • Experience working with government agencies (preferably local government units)
Web Designer (2)	<ul style="list-style-type: none"> • Bachelor's in any discipline, preferably in Information and Communication Technology (ICT) or Computer Engineering or Information Systems or in similar discipline • Knowledge on web designing / theme development tools 	<ul style="list-style-type: none"> • At least 5 years' experience in front end web designing, user interface/ user experience (UI/UX), theme development.
Web Developer (2)	<ul style="list-style-type: none"> • Bachelor's in any discipline, preferably in Information and Communication Technology (ICT) or Computer Engineering or Information Systems or in similar discipline • Knowledge on web development tools, CMS, Security Principles, Multimedia Content Development, API's, SEO coding best practices 	<ul style="list-style-type: none"> • At least 5 years' experience in back end web development, CMS based website • Preferably on Drupal Framework, LAMP (Linux, Apache, MySQL or alternative, PHP or alternative), theme functions and layer, custom module development.

8. Working Arrangements

The assignment will be contracted by LGCDP, MOFAGA. The consulting firm will be selected based on the CVs of designated professionals, qualifications, experience in the related field, and institutional experience, quality of the proposal, credibility of the agency/firm as submitted for Expression of Interest (EoI).

The selected consulting firm will then be asked to submit the technical as well as financial proposals as per the Terms of Reference (ToR) made for the purpose. Based on the evaluation of result of both technical and financial proposals, the final selection of the consulting firm will be made and accordingly the contract will be awarded.

In overall guidance of National Program Director (NPD) and supervision of National Program Manager (NPM), the consulting firm will be working closely with Deputy NPM and Capacity Development (DNPM cum CD) Specialist and e-governance specialist along with LGCDP in planning, execution and monitoring of the production of printing and audio-visual materials and different activities carried out and progress made in time to time.

All activities mentioned in this ToR are the responsibility of consulting firm. All types of logistics and field visits needed for carrying out activities mentioned in this contract is the sole responsibility of the Consulting Firm itself. The consulting firm is also responsible for monitoring cost of MoFAGA's personnel, if any.

9. Duration

The duration for completing and handing over the documentary for dissemination will be of maximum 2 months commencing from the date of signing of the contract.

10. Payment Schedule

Payment will be made in following four installments:

S.N.	Stages	Payment
1.	After receipt of inception report	20 (%) Percent of Contract Amount
2.	Upon submission of draft web templates	50 (%) Percent of Contract Amount
3.	After completion of development of tasks as mentioned (10 websites)	30 (%) Percent of Contract Amount

11. For Information and Contact:

E-Governance Specialist

Local Governance and Community Development Program (LGCDP-II) / TSNP
Ministry of Federal Affairs and General Administration,
Babarmahal, Kathmandu

Annex III

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month _____ of year _____

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

Annex IV

TECHNICAL PROPOSAL FORMAT

i) RFP Information

RFP Title: **For Design and development of websites for provincial government**

Basic Organization Information

Name of the organization:

Contact person's name:

Contact details:

Telephone:

E-mail:

Address:

ii) Organizational Profile:

Provide brief information on the structure of your organization and the field(s) and location(s) in which your organization operates. (Maximum of one pages)

iii) Organization's Experience

Provide a detailed information on organizational expertise and previous work your organization has undertaken in the field of similar baseline survey. (Maximum of two pages)

iv) Technical Proposal

Provide a detailed description of how your organization proposes to implement the above ToR. (Maximum of five pages) Please include the following:

- A) A detailed implementation schedule (work plan), manpower schedule, and narrative on how you would approach/ intend to meet the deliverables mentioned in the TOR.*
- B) A detailed outline of the approach taken to supervise and monitor the project to ensure all components can be delivered on time and to a high quality.*
- C) Identification of any risks and/or obstacles your organization may encounter while undertaking this project, how they may impact your ability to meet the deliverables, and how you might address these to ensure successful delivery.*

v) Human Resources

Provide details of the human resources of your organization that will be employed to undertake this task. Submission of CVs of all members of proposed team is highly recommended. (Including signed CVs of expert)

Annex V

PRICE SCHEDULE

The Proposer is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14(b) of the Instruction to Proposers.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The specification has been developed for different packages. The name and number of package shall be clearly mentioned in the proposal cover page, cover letter and inside proposal. **For Design and development of websites for provincial government**

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Cost Breakdown per Deliverables

Refer to the scope of works and deliverables in detail ToRs.

Price Schedule for: _____					
Request for Proposals for Services					
Cost Detail	Input/ Days/ Lump sum	Personnel Required	Rate	Total	Remarks
Design and development of website					
Team Lead					
Web Designers					
Web Developers					
Resource Person (for documentation and training)					<i>For Admin and User Manuals (in Nepali Language) and RPs for at least 3 days training</i>
Email Service					
Email service at official domain					<i>for at least 1 email for each domain</i>
Support					
for 2 months (configuration, setup and backstopping)					
Total before tax					
13% tax					
Total Estimated Budget (NPR, after tax)					

(Amount in Word:)

N.B. Administrative and all other associated costs need to be built into the respective line items proportionately. Number of lines may be added as per the requirement.

Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline is allowed.

Annex VI

GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK

1. Force Majeure

Without prejudice to their rights the LGCDP and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event or during such event the rights and obligations of either party shall automatically be suspended.

2. Arbitration

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

3. Termination

Either party may terminate this contract at any time by giving the other party fourteen (14) days' notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by LGCDP on a pro rata basis.

4. Law Applicable

This contract shall be governed by the law of Government of Nepal and project guidelines.

5. Independent Relationship

Nothing contained in the contract shall be construed as establishing or creating between LGCDP and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis LGCDP.

6. Party's General Responsibilities

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.

7. Workmen's compensation and other insurance

The party shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of the task. All costs involved will be borne by the party.

8. Source of Instruction

The party shall neither seek nor accept instructions from any authority other than LGCDP and UNDP's authorized agent in connection with the work under the contract.

9. Prohibition on conflicting activities

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of LGCDP in respect of this project.

10. Officials not to benefit

The party warrants that no UNDP or *LGCDP* official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

11. Assignment

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of *LGCDP*.

12. Records, Accounts, Information and Audit

- c. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- d. The party shall furnish, compile or make available at all times to LGCDP and UNDP any records or information, oral or written, which LGCDP may reasonably request for in respect of the work to be performed under this task.
- e. The party shall allow LGCDP and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

13. Language

Unless otherwise specified in the task, English language shall be used by the party in all written communications to *LGCDP* with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

14. Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of *LGCDP*, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of *LGCDP* and UNDP. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

15. Amendments

The terms and conditions of this task may amended only in writing signed by both parties to this task or their duly authorized representatives.

16. Obligation to inform LGCDP of changes in conditions

The party shall promptly and fully notify *LGCDP* in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, *LGCDP* shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

17. Taxation

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at source.

18. Right of LGCDP

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, *LGCDP* may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- f. Procure all or part of the services from other sources, in which event *LGCDP* may hold the party responsible for any excess cost occasioned thereby.
- g. Refuse to accept delivery of all or part of the services.
- h. Cancel the contract without any liability for termination charges or any other liability of any kind of *LGCDP*.

19. Late Delivery

Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with *LGCDP* to determine the most expeditious means for delivering the services and (ii) use

an expedited means of delivery, at the party's cost (unless the delay is due to Force Majeure), if reasonably so requested by *LGCDP*.

20. Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination or invalidity thereof.

Annex VII

STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
CONDITIONS:	Instruction to Proposers – Annex I	
	Terms of Reference (ToR) – Annex II	
	Proposal Submission Form – Annex III	
	Technical Proposal Format – Annex IV	
	Price Schedule – Annex V	
	General Terms and Conditions in Execution of the Task – Annex VI	
	Statement of Compliance with Terms and Condition – Annex VII	
TIMELINE:	Refer to detail ToR	
PAYMENT TERMS:	Refer to detail ToR	
VALIDITY OF PROPOSAL:	<u>Minimum</u> 90 days	
CURRENCY OF PRICES	<u>Must</u> be in Nepalese Rupees.	

Submitted by:

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: