

Nepal Bank Limited

Procurement of Consulting Services

Title of service: Procurement of legal consultancy service for "Evaluation of Proposals"

RFP NO: NBL/RFP07/C080/81

Date: 25 April, 2024



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Section 1. Letter of Invitation

Nepal Bank Limited,
Bhugolpark, Kathmandu

Date: 16 May, 2024

Name of Project: "Supply, Installation and Commissioning of Centralized Web Based Core Banking Solution"

Name of Contract: Legal Consultancy service for Evaluation of proposals received.

1. Nepal Bank Limited invites proposal from legal consultants/experts to provide the following consulting services: Evaluation of proposals received on procurement process of "Supply, Installation and Commissioning of Centralized Web Based Core Banking Solution". More details on the services are provided in the attached Terms of Reference (TOR).
2. The consultants/experts shall be selected and engaged on the basis of required experience and qualifications specified in the TOR.
3. Consultants/Experts are invited to submit a Proposal for the services under the TOR to :Nepal Bank limited, General service Department, Bhugolpark, Kathmandu or shall submit via email at following address: cbstender@nepalbank.com.np
4. Proposal should be submitted within 24 May, 2024, on or before 11:30 AM
5. Clarification on the RFP may be obtained from: Nepal Bank limited, General service Department, Bhugolpark, Kathmandu, Chief Manager Mr. Dipendra Raj Kafle, Mobile No: 9851120022, contact no:01- 5971222, Ext no: 230/235
6. Proposal must remain valid 90 days after the submission date.
7. The assignment is expected to commence on 3 June,2024 at Head office, Bhugolpark, Kathmandu.
8. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Format of Curriculum Vitae (CV) for Proposed Professional Staff
 - Section 3 - Financial Proposal - Standard Forms
 - Section 4 - Terms of Reference
 - Section 5 - Standard Form of Contract.
9. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal

Yours sincerely,


Dipendra Raj Kafle,
Chief Manager,
General Service Department



Section 2.Format of Curriculum Vitae

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

Seal / Stamp of the Consultant/Firm:



Section 3. Financial Proposal Submission Form

[Letterhead of Consultant in case of a Firm]

To: [Name and address of Client]

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the applicable local taxes(excluding Value Added Tax).

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

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

We remain,

Yours sincerely,

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



Section 4. Terms of Reference

Terms of Reference (TOR) for CBS Legal Expert

Assignment purpose

Nepal Bank Limited is in the process of procuring of Centralized Web Based Core Banking System (CBS) and have received the proposals from the firm/company which has been shortlisted via EOI process. In order to carry out the proposal evaluation, The Bank is seeking experienced person/expert to assist, evaluate and recommend in vendor due diligence of proposals submitted by the bidders.

Scope

Expert will be part of evaluation committee. In this process the expert shall guide, assist, support and execute the evaluation of the RFP submitted by the firms. Consultant remain as the member of Evaluation Committee. Evaluation Committee shall prepare and submit Technical/Financial evaluation report of the proposals. Evaluation shall be based on pre-approved eligibility and evaluation criteria. Evaluation committee recommend substantially responsive firm on the basis of evaluation criteria.

Job Duties

- Advise on issues raised while evaluating the proposals.
- Undertake evaluation of RFP as per the evaluation criteria
- Evaluate submitted proposals on the basis of Procurement Act and Regulations, RFP document and Procurement Bylaw of the bank.
- Suggest for Risk mitigation while evaluating the proposals.
- Support with negotiations and finalization of contract/agreement paper with the selected vendor.
- Assist in producing required reports in relation to the CBS project.
 - In conjunction with the evaluation committee, the evaluation report in prescribed form shall be prepared and provide recommendation for selection of the firm.

Job, knowledge and skills

- Knowledge on Banking applications/consulting or IT services procurement process.
- Analytical skills on evaluation of proposals.
- Understanding of Public Procurement Act and Regulations, industry best practices and vendor management.

Qualification and Experience

- Qualification – Minimum Bachelor's Degree in legal discipline. Preference will be given to Master's Degree on the related field.
- Experience- Minimum 10 years' experience in legal profession.
- Preference shall be given for Specific Experience
 - a) experience in Public procurement
 - b) experience in banking Law
 - c) experience and knowledge in IT management/software



Duration

Initially for 2 months which can be extended with approval of management. Attendance and minute of meeting shall be prepared each day of meeting. Evaluation committee shall finalize the work plan for evaluation of proposals which further describe about the timing and engagement of experts.

Remuneration

Not exceeding Rs.2,50,000.00 per month. Bank can negotiate the remuneration amount at the time of selection of experts.

Process of Application for Request for Proposal and Selection of Consultant.

- Consultant are required to submit separately sealed comprehensive technical proposal and financial proposal.
- The Request for Proposal will be assessed based on pre-defined selection criteria.
- Consultant obtaining 40% of total marks shall be called for interview.
- Selected Eligible consultant shall be invited for further negotiations regarding the financial proposal.
- Final selection of the organization will be carried out following bank's procedure and agreement shall be done accordingly.
- The evaluation criteria of the bank, based on proposal will be as follows:

S.No.	Description	Score
1	Academic Qualification	5
2	Experience	10
3	Specific Experience	15
4	Interview/Methodology	20
Total		50



Section 5:

STANDARD FORM OF CONTRACT

Consultants' Services (Direct Purchase)

Title of Consulting Services *[insert: title]*

Project Name: *[insert: project name]*

Office Name: *[insert: Office Name]*

Office Address: *[insert: Office Address]*



Sample Contract for Consulting Services
Direct Purchase Assignments
Lump-Sum Payments

CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

[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:

¹ Modify, in order to reflect the output required, as described in Annex C.



- 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 C, "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.²
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.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

12. Law Governing Contract and Language

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

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

List of Annexes

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel
- Annex C: Consultant's Reporting Obligations



Outline of the proposal

Annex A - Terms of Reference

1. General Background and context.
(Describe the background and context in which the project will be completed.)
2. Rationale of submitting Request of Proposal
(Describe the purpose and rationale of submitting proposal.)
3. Understanding of the TOR
(Outline key activities, anticipated results, methodologies, risk mitigation measures)
4. Technical and Financial proposal.
5. Reports and Time Schedule,
6. Local Services and facilities to be provided by the client.
7. Attachments with proposals
 - Citizenship. (authorized identity card/certificate in case of International experts)
 - Pan card
 - Tax clearance for the year 2079/80. (for Nepalese citizens only)
 - Self-declaration of not being blacklisted by CIC or if was blacklisted shall have crossed 3 years of being delisted from the same.
 - Self-declaration of not being involved/engaged in Bank's CBS procurement process and no conflict of interest with RFP submitted firm/company in bank.
 - Detailed curriculum vitae.
 - Relevant experience letter.
 - Workplan/Methodology
 - Expected Remuneration per month/package.
8. Non-Nepalese citizen shall submit work permission from GON. (if selected)
9. Approval from concerned authority, if has been working/engaged in any govt organization/entity or in any other organization. (if selected)
10. Consultant and any member of his family shall not be involved in contract with bank or shall not be involved in dealing of movable- immovable property of the bank or has no personal interest of doing business with bank and shall not have unsettled personal dues.

Annex B – Consultant's Personnel

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

1. Personal details
 - Name:
 - Address:
 - Contact No:
 - PAN no:
2. Academic Qualification:
3. Experience:
4. Specific Experience
(Experience mentioned in TOR and also for that has been preferred in TOR)

CV along with academic and training certificate and attached another document need to be duly signed



Annex C – Consultant’s Reporting Obligation

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

