

Government of Nepal Ministry of Education, Science and Technology (MoEST) Support to Knowledge and Lifelong Learning SKills (SKILLS) Programme

Date: 13 September 2018

REQUEST FORPROPOSAL (RFP)

Consultancy service for up-gradation of existing Web based National TVET Management Information System (MIS)

Reference No.: MoEST/SKILLS/001/2018

Dear Proposers,

We kindly request you to submit your proposal for "Consultancy service for up-gradation of existing Web based National TVET MIS"

Please be guided by the form attached here in the annexes in preparing the proposal.

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)

 Youroffercomprisingofbothatechnicalproposalandafinancialproposal,inaseparatesealed envelopes, should reach the following address no later than Wednesday, 3 October 2018, 1700 hrs (Nepal time) and via courier mail or hand to the address below

The National Programme Manager Support to Knowledge and Lifelong Learning SKills (SKILLS) Tara House, Sanepa, Lalitpur, Nepal

Tel: (977-1)5013054/56, 5528018 Fax: (977-1) 5013055.

Website: http://www.skills.gov.np

Email: info@skills.gov.np

3. Proposals that are received by MoEST/SKILLS Programme 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.

MoEST/SKILLS Programme looks forward to receiving your proposal and thanks you in advance for your interest in MoEST/SKILLS Programme procurement opportunities.

urs sincerely,

Dr. Mukunda Mani Khanal

National Programme Manager (NPM)

Annex 1

INSTRUCTIONS TO PROPOSERS

A. Introduction

Definitions

- a. "Contract" refers to the agreement that will be signed by and between the MoEST/SKILLS Programme 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 MoEST/SKILLS Programme through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by MoEST/SKILLS Programme 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 MoEST/SKILLS Programme under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by MoEST/SKILLS Programme 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.

1. General

MoEST/SKILLS Programme aims to initiate a programme to support TVET policy coherence involving public, private sector, organizations/donors in the reform of TVET Policy 2012 and to design monitoring and evaluation system for the quality assurance and knowledge management of TVET programmes.

MoEST/SKILLS Programme is soliciting proposal from interested firms/companies to provide the service of: Up-gradation of existing Web based National TVET MIS

2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, MoEST/SKILLS Programme 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 entity MoEST/SKILLS programme in writing at the organisation's mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only): MoEST/SKILLS programme, **Procurement Unit**, Email: <u>info@skills.gov.np</u>

Subject line of Email: "Consultancy Service for up-gradation of existing Web based National TVET MIS"

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on (20 September). MoEST/SKILLS programme shall upload the response of inquiries in the website by (25 September 2018).

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

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

Note: This email address is officially designated by MoEST/SKILLS Programme. The subject line of the email for query should be same as mentioned above.

MoEST/SKILLS programme shall have no obligation to respond nor can MoEST/SKILLS Programme confirm that the query was officially received;

- When inquiries are sent with the different subject line even to the designated email address.
- When inquiries are sent to other person/s or address/es, even if they are MoEST/SKILLS Programme staff.
- For 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 entity MoEST/SKILLS Programme 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 entity MoEST/SKILLS Programme 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 entity MoEST/SKILLS Programme may 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 firm registration certificate
- d) VAT registration 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 entity MoEST/SKILLS Programme.

(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 entity Programme, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring entity MoEST/SKILLS Programme on the grounds that it is non-responsive.

In exceptional circumstances, the MoEST/SKILLS Programme 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

MoEST/SKILLS Programmes hall make payments to the Contractor after acceptance by MoEST/SKILLS Programme of the invoices submitted by the contractor, upon achievement of the corresponding milestones. The tax will be deducted at source as per prevailing tax rule of the government

D. Submission of Proposal

14. Sealing and marking of proposal

The party shall seal (lahachhap) the proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

Addressed to:

The National Programme Manager

Support to Knowledge and Lifelong Learning SKills (SKILLS)

Tara House, Sanepa, Lalitpur, Nepal

Tel: (977-1)5013054/56, 5528018 Fax: (977-1) 5013055.

Website: http://www.skills.gov.np

Email: info@skills.gov.np

And,

Marked with: "Consultancy service for up-gradation of existing Web based

National TVET MIS"

(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 MoEST/SKILLS Programme 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 MoEST/SKILLS Programme, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of Programme.

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 MoEST/SKILLS Programme.

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 MoEST/SKILLS Programme as the most responsive Proposal that offers the best value for money, MoEST/SKILLS Programme 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 MoEST/SKILLS Programme entity at the address specified under clause *Sealing and marking of Proposals* no later than 25 September 2018, 5:00PM 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 MoEST/SKILLS Programme 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 MoEST/SKILLS Programme 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 MoEST/SKILLS Programme 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 entity MoEST/SKILLS Programme 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 entity MoEST/SKILLS Programme.

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.

a) Technical Proposal (70%)

- · Experience and capability of the service provider
- Work plan incorporating the proposed technology, approach and methodology proposed by the service provider Qualification of key personnel involved, consisting of work experience in similar assignment or relevant assignment.

b) Financial Proposal (30%)

In the Second Stage, the price proposal of all Proposers that have attained minimum 70% score in the technical evaluation will be compared. The Financial Proposal carries a total score of 300 points. The points for the Financial Proposal will be allocated as per the following formula:

Total Score (100%) = Technical Evaluation (70%) + Financial Evaluation (30%)

Maximum Total Score=1000

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

Criteria for contract award shall be "Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)"

Technical Evaluation Criteria

Summary of technical proposal evaluation form	Score Weight	Point Obtainable
Expertise of the firm submitting proposal	20%	140
Methodology, its appropriateness to the ToR, and timeliness of the implementation plan	60%	420
Qualification and experience of key personnel	20%	140
Total	\overline{O}	700

Evaluation forms for technical proposals follow on the next 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

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 (Team Leader and professional staff) 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/ organisation submitting proposal:

S.No.	Description	Maximum Obtainable Mark	
1	Reputation of Organization and management(size of the firm, strength of project management)		
2	Litigation and Arbitration history	10	
3	Demonstrated ability to perform the task with adequate number of staff (Competence/Reliability)	30	
4	Relevance of : specialized knowledge Prior relevant experience and on similar programmes/projects Working experience with Ministry of Education, Science and Technology, CTEVT and UNDP	80	
5	Quality assurance procedures, warranty	10	
	Total	140	

4.2 Scoring for proposed methodology, approach and implementation:

S.No.	Description	Maximum Obtainable Marks
1	Presentation of conceptual framework in the proposal is appropriate.	10
2	Understanding of assignment, methodology proposed for the activity (clarity and completeness)	40
3	The scope of the task is well defined corresponding with the ToR.	150
4	Evidences that the proposal has been prepared based on an indepth understanding and prior knowledge of the project environment.	90
5	Important aspects of the task has been addressed in sufficient detail	80
6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project	50
	Total /	420

4.3 Scoring for management structure and key personnel:

S.No	Position	Criteria	Maximum
			Obtainable Marks
1	Team Leader/ Analyst(1)	At least Bachelors in any field of IT or computer science, preferably with a masters degree in IT or equivalent.	20
		At least 5 years of general experience in IT and shall have specific experience as a team leader in at least 3 National level MIS	20
2	Database Expert-DBA (1)	At least Bachelors in any field of IT or computer science, preferably with a masters degree in IT or equivalent.	20
		At least 5 years of Experience in IT, shall have experience on at least two similar applications as a DBA.	20
3	Programmers(3)	At least Bachelors in any field of IT or computer science.	20
		At least 5 years of Experience in IT, shall have experience on at least two similar applications as a developer/programmer	10
4	Quality Analyst/ Assurance(1)	At least Bachelors in any field of IT or computer science.	20
		5 years of Experience in IT, shall have specific experience in design and implementation of QA standards for at least two similar applications	10
		Sub-Total	140



23. Award criteria, award of contract

The MoEST/SKILLS Programme 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.

TERMS OF REFERENCE (TOR)

I. Position Information Title: Consultancy Service Firm for upgrading of existing Web based National TVET MIS Purpose: Assess existing TVET MIS Database system and upgrade MIS software package for national TVET database of MOEST and CTEVT to be able to accept data from different projects and entities. Reports to: National Programme Director, SKILLS Programme **Duty Stations:** Anywhere in Kathmandu Duration of Assignment: Till December 25, 2018 starting from the date of agreement for this assignment **Expected Places of Travel:** Within Kathmandu Valley **Provision of Support Services:** Yes 🗹 No □ Office space Equipment (laptop etc.) No 🗹 Yes 🗔 Yes 🗆 No Secretarial Services Other Assisting Researcher/s Yes No ☑

II. Background Information

Background and Rationale:

Signature of the Budget Owner:

Nepal has reasonably a long history of implementation of TVET interventions. A large number of TVET programmes and services interventions are managed by different organizations – government, semi government and donors agencies under different modalities. Significant amount of resources are invested every year in TVET sector for skills development and gainful employment of Nepali youths and adults. However, coordination and collaboration among skill training providers is to be improved.

Support to Knowledge and Lifelong Learning Skills (SKILLS) programme is supporting to reform/upgrade TVET policy of 2012 through a comprehensive dialogue processes involving multiple stakeholders both in federal and state level. Under the leadership of the Ministry of Education, the dialogue is designed as a tool to review of policy with the aim of gathering the views of a wide range of stakeholders. These include apex and line ministries, public organisations, private sectors, development partners and social organizations at districts, state and at national level. Engaging the private sector in TVET remains a priority, with the private sector taking multiple roles – in provision of training, as an employer of TVET graduates, but also in TVET policy, planning and management and strengthening capacity of Government of Nepal through development of web-based national TVET management information system for monitoring and evaluation system for TVET Programmes and services.

National web based TVET MIS has been first time developed in 2016 and endorsed from TVET Policy Coordination Committee which was also upgraded later in 2017. To make the system enable to incorporate all skills training related data under different projects under MoEST and CTEVT, as well

as the existing system needs to be upgraded so as to make it compatible to synchronize the training related data of under other line ministries/agencies. Further, the capacity enhancement of database officials from MoEST, CTEVT, NSTB is necessary. This assignment will cover both the upgrading of the database system and capacity development of the related officials.

III. Purpose and Objectives of the Assignment

The main objective of the assignment is to upgrade the existing TVET MIS system so as to make it able to accept relevant data across different projects, thus, allowing national TVET MIS to produce uniform reports and information on national level.

The specific objectives of this assignment are to:

- Make necessary updates in the existing TVET MIS system to be able to accept data from different software being used by Projects such as SDP, EVENTS, EF and NSTB and the Ministry of Labour, Employment and Social Security (MoLESS).
- Make necessary updates in the system to allow CTEVT to work on this system and have its projects, or training providers to work on this central system and update MIS related Database.

Scope of the Task

The consulting firm with the task teams will have liberty to choose appropriate methodology to accomplish the objectives. However, the following activities are recommended:

- Review the existing TVET MIS
- Update the centrally managed database management system hosted and maintained by Council for Technical Education and Vocational Training (CTEVT). This system will also be a repository/mediating system that will produce reports in National level as well as in various disaggregated form including gender, social status, district and state and other geographical locations, occupations, ethnicity, training duration based on the data received.
- Data Coding, Data exchange standards formatting, Developer Support for Coding Implementation and Uniform Coding/guidelines has to be implemented to maintain data uniformity and same recognition across different databases.
- Compatibility: the system must be updated retaining existing coding standards and culture.
- Data Synchronization: An API has to be built so that the data can be reflected to central server
 in real time without hampering data-information at Project level. Trainee Information,
 Training Information and Placement Information, has to be synced from different projects
 such as SDP, Events, EF, NSTB/CTEVT and MoLESS.
- Change the existing features of Report mode so as to provide open access of basic training related information to all users.
- Add features to allow Admin/MOEST to work on this system and have its projects, or training providers to work on this central system and update MIS related Database.
- Develop operational manual and handover to the MoEST/SKILLS
- Provide necessary technical support to help other projects for data transfer.
- Recommend MOESTST for other MIS features that might be required in future.
- Work in close coordination with the independent consultant assigned by SKILLS.
- Provide maintenance and operational service without any additional fees/charge until October 2019.

V. Milestones and Deliverables

The consulting firm/experts shall deliver the following as integral part of this assignment:

- a. Upgrade national 'TVET MIS database management system' with envisioned scope of the work.
- b. Provide guidelines for different entities on what changes on their software have to be made at their end to meet the objectives.
- c. Submit operational manual to the MoEST/SKILLS
- d. Capacity development for MOESTST/CTEVT personnel (5-10 persons) to effectively operate the national TVET MIS,
- e. Mid-term presentation of the assignment.
- f. Submission of well structured 'final report' of the assignment.
- g. Submission of source code of software and user manual.

VI. Consultant Inputs and Time frame

This assignment has to be completed by December 25, 2018 effective from the date of agreement. The

proposed time frame for each of the activities of the assignment is as follows.

S.N	Activities	Time Line
1	Prepare and submit/share work-plan of the assignment	Within 5 days of contract signi
2	Review existing TVET information management system and submit Inception report	Within 15 days of contract signing
3	Design ,develop and upgrade existing national TVET MIS database and submit draft report and demonstrate the system	Within 45 days of submitting t inception report
4	Share stage-wise development of TVET MIS software package, with primary stakeholders (MoEST/CTEVT/UNDP)	Within 5 days of completion o each activity
5	Submit final report and demonstrate final products (hard copies 3, soft copies 1)	Within 15 days of submitting t draft report
	Whole assignment	December 25, 2018

Team Composition:

S.N.	Position	Minimum Qualifications/Experience
1	Team Leader/Analyst (1 Person) (25 Person Days)	Deck along in any Sold of IT an account
2	Database Expert (1Person)(20 Person Days)	Bachelors in any field of IT or comput
3	Programmers (3 Persons) (27 Person Days)	science. 5 years of Experience
4	Quality Analyst/Assurance(1 Person)(13 Person Days)	5 years of Experience

Mode of Payment to the Expert*:

Upon submission and approval of conceptual work-plan 30%
Upon submission and sharing/presentation of draft report 30%
Upon submission and approval of final report and final products** 40%

*Tax/vat will apply as per rules of Government of Nepal.

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^{**} This instalment will be released after receiving recommendation from the third-party quality assurance

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:

(Insert assignment name),

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 page)

iii) Organization's Experience

Provide 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.

(Insert assignment name),

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.

A. Cost Breakdown per Deliverables Refer to the scope of works and deliverables in detail ToRs.

Pric	ce Schedule for:				
Red	quest for Proposals for Services				
	Description of Activity/Item	Number	Number of	Unit Price/	Total
(Ba	ased on Scope of Works or deliverables described	of persons	days needed	Daily rate	Amount
	in different ToR)		to deliver	(C)	(AXBXC)
		deliver (A)	(B)		
1	Professional Service charges				
	a) Team Leader/Analyst	1	25		
	b) Database Expert	1	20		
	c) Programmers	3	9		
	D) Quality Analyst/Assurance	1	13		
3	Other Cost (Please provide details)				
	TOTAL COST				
	VAT 13%				
	GRAND TOTAL				

(Amount in Word:	
LAMBOUIL III WOLU.	

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 MoEST/SKILLS Programme 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 on 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 (insert project name) 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 MoEST/SKILLS Programme 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 MoEST/SKILLS Programme.

6. Party's General Responsibilities

The party shall carryout services under this contract with due diligence and efficiency and in conformity with the highest standards of professionals and ethical competence and integrity.

- a) The party shall act at all times so as to protect, and not be in conflict with the interests of Government of Nepal.
- b) The party shall be responsible for the professional and technical services provided by him/her in the implementation of this task.

7. Workmen's compensation and other insurance

The party shall provide and there after maintain insurance against all risk in respect of its property and any equipment used for the execution of this contract. The party shall make his/her own arrangements regarding insurance for the medical expenses and for an accident, death and permanent disability for the period of this contract. 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 MoEST/SKILLS Programme 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 MoEST/SKILLS Programme in respect of this project.

10. Officials not to benefit

The party warrants that no UNDP or MoEST/SKILLS Programme 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 MoEST/SKILLS Programme.

12. Records, Accounts, Information and Audit

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to MoEST/SKILLS Programme and UNDP any records or information, oral or written, which (insert project name) may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow MoEST/SKILLS Programme 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 MoEST/SKILLS Programme 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 MoEST/SKILLS Programme, 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 MoEST/SKILLS Programme 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 amend only in writing signed by both parties to this task or their duly authorized representatives.

16. Obligation to inform MoEST/SKILLS Programme of changes in conditions

The party shall promptly and fully notify MoEST/SKILLS Programme 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, MoEST/SKILLS Programme 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 MoEST/SKILLS Programme

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, (insert project name) 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:

a. Procure all or part of the services from other sources, in which event MoEST/SKILLS Programme may hold the party responsible for any excess cost occasioned thereby.

- b. Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of MoEST/SKILLS Programme.

19. Software Ownership

MoEST will have full ownership of the system including all the subsequent modifications done within the service period. MoEST will have the full and sole authority to license, copyright, modify, and reengineer the system without binding any obligation to any other institution.

20. 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 MoEST/SKILLS Programme 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 <u>Force Majeure</u>), if reasonably so requested by MoEST/SKILLS Programme.

21. 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.
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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:	Minimum90 days	
CURRENCY OF PRICES	Must be in Nepalese Rupees.	

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Submitted by:			
Name:			
Organization:			
Designation:			
Address			
Telephone:			
Email:			
Web Portal:		. ^	
Date:			Organization Seal:
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