

REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF CONSULTANT (ENGINEER) FOR
MACHHAPUCHCHHRE BANK LIMITED (MBL)

HEAD OFFICE

General Administration & Projects Department

MBL Tower, Lazimpat, Kathmandu

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JUNE 2018

Note: While submitting Bid document, please ensure sign & stamp on every page.





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**SECTION I: REQUEST FOR PROPOSAL FOR EMPANELLEMENT OF CONSULTANT.**

1. Interested eligible Interior/Exterior Engineering Consultancy Firms, based in Nepal, may in response to this “Request for Proposal (RFP)” against payment of NPR 1,000 (non-refundable) in the form of Cash/ Draft and submit their proposal for Layout Designing, BOQ Preparation, Cost Analysis, Supervision and Verification of bills and such other related activities to the following address

New Project Unit

General Administration & Procurement Department

Lazimpat, Kathmandu, Nepal

Phone No: 977-1- 4428556 Extension: 132/106

Contact Person: Madhab Thapa/ Samir Jung Rayamajhi

SECTION II: ELIGIBILITY FOR EMPANELMENT

1. Firm/Company must be registered in appropriate government organization.
2. Promoter(s) must be holding a minimum of bachelor's degree in Civil Engineering or Architecture Engineering (as applicable) from recognized university.
3. Firm/Company should not have violated any rules and regulations as per prevailing laws of Nepal.
4. Firm/Company must have at least 3 years working experience as a listed consultant in Commercial Banks.
5. Firm/Company must have adequate skilled manpower and sound infrastructure.

SECTION III: DOCUMENTS REQUIREMENT FOR EMPANELMENT OF CONSULTANTS

- a. Application for empanelment of Consultant.
- b. Company profile
- c. Up to date/Renewed copy of Registration & PAN/VAT
- d. Tax clearance certificate for FY 073/74
- e. Partnership Deed in case of Partnership firm and Article/Memorandum of Association in case of Private Limited Company.
- f. Resolution of the Board of Directors of the Company / Partners of the Firm for enlistment with the Bank with authorization to sign papers / documents, indemnity, agreement, report/certificate etc. on behalf of the Company/Firm.
- g. Latest record of shareholders certified by company registrar office, in case of private limited company
- h. Quality and Strength of the Promoter/Staff of the firm and details of the Team.
- i. Bio-data of promoter and key staff.
- j. Copy of Certificate Nepal Engineering Council and other Academic certificates.
- k. Copy of citizenship of all promoters and regular key staffs.
- l. Copy of current involvement/ past involvement in other organizations/Banks (Agreement) or Reference letter.
- m. Separate sealed envelope for Technical and Financial Proposals.

SECTION IV: FORMAT OF THE SERVICE AGREEMENT

CONSULTANCY SERVICE AGREEMENT

Between

MACHHAPUCHCHHRE BANK LTD.

AND

.....(*the listed Consultant*)

This Consultancy Service Agreement (the “Agreement”) is made and entered into this (*insert date*) by and between Machhapuchchhre Bank Ltd., a public limited company incorporated and operating under the laws of Nepal, with its registered address at, Lazimpat, Kathmandu, Nepal (hereinafter referred as the "Bank") and (*insert name of the Consultant*) having Registration No., Registered Date & PAN No. registered under the laws of Nepal, with its registered address at (*insert address*) (which shall include its lawful successors, hereinafter called the "Consultant") (hereinafter referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, the Bank is in the business of Banking;

WHEREAS, the Consultant has expertise in the area of Interior/Exterior Construction;

WHEREAS, the Bank desires to engage the Consultant to provide certain services in the area of Consultant’s expertise and the Consultant is willing to provide such services to the Bank;

NOW, THEREFORE, the parties hereby agree as follows:

Article I – Services:

Upon the issuance of Letter of Engagement (LOE) by the Bank, the Consultant agrees to provide Interior/Exterior Layout Designing/ BOQ Preparation/ Cost Analysis/ Project Site Supervision/ Final bill verification and such other activities in accordance with the conditions of this Agreement. All required supporting documents of the assets for consultation purpose as mentioned in LOE shall be provided to the Consultant through the Bank.

The scope of works shall cover the following:

1. Site visit for measurement, construction, structure design and conceptualization
2. Preparation of detailed layout designs, drawings
3. Preparation of Bill of Quantities and Cost Estimate
4. Preparation of bidding documents
5. Assist in selection of contractor and contract management
6. Periodic site visits for inspection & monitoring of project(s) to check quality of the jobs done
7. Regular consultation/advise on problems that may arise during the project period
8. Bill checking & recommendation for releasing of interim payments (running bill payment) to contractor(s)
9. Final measurement at site to check quantity & quality of the jobs done
10. Recommendation for releasing of final payment
11. Tracking on projects until completion of rectification works.

12. Such other activities as required from time to time.

Article II: General Terms and Conditions of CONTRACT AGREEMENT

- 1. Staff:** Staff assigned by the consultant virtue of this Contract, or of any sub Contract agreed on in accordance with paragraph hereof (Hereinafter referred as Staff), shall in no case be assimilated to the Banks officials nor will they be subject to the Banks staff regulation. Accordingly, the consultant(s) will be responsible for all employment and payment of all kind due to them and all travel required for the implementation of the project.
- 2. Report:** The consultant(s) shall immediately report to the Bank abnormal circumstances that might endanger the safety of the works being carried out or the completed works.
- 3. General:** The consultant(s) will take care that his staff takes no action, which will reflect, adversely on the Bank or in its relation with government and other institutions concerned.
- 4. Termination:** The Bank may without prejudice to any other remedy for, breach of Contract, by written notice of default sent to the consultant, terminate the Contract in whole or in part. If the Contract is terminated, the consultants shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible

5. Payment:

- a) The Bank shall pay the fees to the consultant as per agreed/negotiated price on financial proposal. The mode of payment of remuneration shall be as follows;

1 st Installment	: 20% down payment on the date of signing of contract.
2 nd Installment	: 20% after submission of first intermediary visit report.
3 rd Installment	: 20% after submission of second intermediary visit report.
4 th Installment	: 40% after verification of the final bill and issuing of PCC.

- b) In case of other related services such as renovation and repair & maintenance etc. remuneration shall be finalized on mutual understanding based on size and scope of the work.

- c) TDS shall be deducted as per applicable rate.

6. Settlement of Losses:

In the event of any financial losses to the Bank due to wrongful act and /or late delivery on the part of the Service Provider or any other individual or company engaged by the Service Provider, it shall be the responsibility of the Service Provider to compensate the Bank to the extent of the loss incurred by the Bank.

The bank reserves all rights to settle all such losses against the monthly bill submitted for the payment.

7. Settlement of Disputes:

In event of any differences or dispute in connection with this agreement over the rights or obligations of the parties, the courts of Nepal alone would have the jurisdiction to entertain such dispute for final settlement.

8. Confidentiality:

The Service Provider, and its employee/s shall maintain strict confidentiality in respect of any information relating to the Bank, which may be known to them or, which they may come across in course of providing the services under this contract or otherwise and that such confidentiality shall be maintained even after the expiry or termination of this contract.

In case of failing to maintain the confidentiality in respect of information relating to the Bank, by the Service Provider and its employee/s, as a result if the Bank faces any losses, the Service Provider will be liable to compensate the Bank equivalent to losses faced by the Bank.

9. Amendment of Contract:

This Contract may be amended by mutual agreement in writing between the Service Provider and the Bank.

10. Period of Performance and Renewal:

The contract shall be effective from July 16, 2018 to July 15, 2019 (Ashad end 2076).

If any terms and conditions are not specifically mentioned herein, it shall be governed by the prevailing Contract Act 2056 (1999).

11. Force Majeure:

In no event shall the either be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control including, without limitations, strikes, work stoppages, accident, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of god, and interruption, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the consultant shall use reasonable efforts which are consistent with accepted practices in the Banking industry to resume performance as soon as practicable under the circumstances.

12. Turn Around Time:

The selected consultant(s) shall require furnishing all the related works under the scope of consultancy services as per following time schedule.

Site visit for measurement of the	Within 7 days from the date of written information from the Bank
Layout designing	Within 7 days from the date of site visit
Layout Revision/ Update	Within 3 days from the date of information
BoQ and detail drawing	Within 7 days from the date of layout approval
Contractor's running bill recommendation	Within 15 days from the date of receipt of running bill
Supervision visits	At least two times during the construction: 1) Two weeks from the starting of construction works. 2)Two weeks from the first inspection.
Final bill verification	Within 21 days from the date of submission of final bill of contractor(s) from the Bank

*Additional visits, if required during construction on mutual discussion.

A separate log will be maintained for tracking of the each steps and process. Any delay in the part of project consultant Bank shall reserve right to terminate the consultancy contract.

13. Notice or Requests

Any notice or requests shall be deemed to be duly given or made when it shall have been delivered by hand, postal mail, courier, cable or fax to the party to which it is required to be given or made at such party's address specified below or at such other address as either party may specify & communicate to other party in writing.

MACHHAPUCHCHHRE BANK - REQUEST FOR PROPOSAL

<u>On behalf of Bank</u>	<u>On Behalf of Consultant</u>
Name:	Name:
Address:	Address:
Email:	Email:
Contact:	Contact:

Name:	Name:
Address:	Address:
Email:	Email:
Contact:	Contact:

IN WITNESS WHEREOF, duly authorized representatives of both the parties, verification of which has been waived hereby, have signed and executed this contract on the date mentioned hereinabove in the presence of the witnesses appearing hereunder at the office of the Bank.

On behalf of the Bank

On behalf of the Consultant

Name:
Designation:

Name:
Designation:

Witness:

Witness:

Name:
Address:

Name:
Address:

Article III: Proposal Forms

2. Letter of Application

[Letterhead of the consultant(s)]

[date]

Title: Consultancy Services for Interior/ Exterior Construction of Proposed Branch Offices, Provincial Office and such other construction (Layout Designing, BOQ Preparation, Monitoring/ Supervision & Bill verification)

To: *The General Administration & Project Department,
Machhapuchchhre Bank Limited,
Lazimpat, Kathmandu*

Having examined the RFP document and confirming due acceptance of all the terms and conditions, we hereby submit proposal for extending Consultancy Services in accordance with the conditions of contract accompanying this document.

This Proposal and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Proposal you receive.

Our proposal shall be valid for a period of one year from the last date of proposal submission in accordance with the bid document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

If our proposal is accepted, we commit to submit a performance security in accordance with the bid document.

We hereby confirm that this Proposal complies with the validity and as required by this Documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Article IV: Proposal Format

SCHEDULE A	Past work experience of the Firm
SCHEDULE B	Work experience of the promoter/ proprietor of the Firm
SCHEDULE C	Technical Team proposed for the Bank
SCHEDULE D	CV of the promoter/proprietor of the Firm
SCHEDULE E	List of Ongoing Projects
SCHEDULE F	Turnover
SCHEDULE G	Financial Proposal
SCHEDULE H	Declaration Form
SCHEDULE I	Company Profile (Free format)

SCHEDULE A: Past work experience of the Firm

Form: EXP-1

Consultancy Service in Last Five Years						
S. No	Name of Institution	Branch	Area In Sq. Feet	Service Start Date	Service Completion Date	Number Of Staff Deputed
Service-1						
Service-2						
Service-3						
Service-4						
Service-5						
Service-6						
Service-N						

Note:

1. It is mandatory to fill work experience in prescribed format only.
2. Mention work experience of related works only.
3. Submit letter from the respective institutions.

SCHEDULE B: Work experience of the Promoter/Proprietor of the Firm

Form: EXP-1

Consultancy Service in Last Five Years						
S. No	Name of Institution	Branch	Area In Sq. Feet	Service Start Date	Service Completion Date	Remarks
Project-1						
Project -2						
Project -3						
Project -4						
Project -5						
Project -6						
Project - N						

SCHEDULE C: Technical Team proposed for the Bank

Forms: TTP-1

S. No	Name or Proposed Personnel	Designation	Qualification	Years of Experience with the consultant(s)	Total Years of Experience in Related Field
1.					
2.					
3.					
4.					
5.					
6.					
8.					

Note:

- The CVs for each of the proposed personnel are to be attached mandatorily. The CVs should bear original signature of the proposed personnel agreeing to commit themselves for the project during the proposed timeframe.
- Alteration of technical team will not be acceptable.

SCHEDULE D: CV of the Promoter/Proprietor of the Firm

(CV required for all the Team Member)

Forms: PER-2

Name of Firm / Company:

Position		
Personnel information	Name	Date of birth
	Professional Qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone /Mobile	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience. Indicate particular technical and managerial experience relevant to the proposed consultancy service.

From	To	Company / Project / Position / Relevant technical and management experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes me, my qualifications and my experience and that I agree to commit for the project during the proposed timeframe if the contract is awarded to this firm / company.

Signature of Staff Member

Date:

SCHEDULE E: List of Ongoing Project

Service provider should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Form: LOP-1

Name of contract	Employer, Contact Address / Telephone / Fax	Contract expiry date
1.		
2.		
3.		
4.		
5.		
etc.		

SCHEDULE F: Turnover

Service provider should provide information on their turnover of last five year along with tax paid certificates.

Form: TO-1

S. No	Fiscal Year	Turnover (NPR)
1.		
2.		
3.		
4.		
5.		
etc.		

SCHEDULE G: Financial Proposal

(To be printed and submitted on letter head in separate sealed envelope as part of **Financial Proposal**)

Date:

The New Project Unit
General Administration & Procurement Department
Machhapuchchhre Bank Limited
Lazimpat, Kathmandu

We hereby offer to submit our request for empanelment of Consultant of MBL for FY 075/76 as per the Request for Proposal for Empanelment of Consultant (Engineer). We have read, understood the content of RFP. We unconditionally accept & abide by the terms & conditions specified therein.

We would like to place an attractive price-offer for consultancy services to your esteemed company as follows;

S. No	Particular	Fee Per branch including VAT	Remarks
1.	Up to 1,000 Sq. ft.		
2.	From 1,000 Sq. ft. to 2,500 Sq. ft.		
3.	Above 2,500 Sq. ft.		

Other cost, if any:

Authorized Signature: _____

Name and Title of Signatory: _____

SCHEDULE H: Declaration of the firm
(to be printed and submitted in letterhead of the Consultant)

Declaration form

This is to declare that we (name of firm/Company) have not been blacklisted/fined or otherwise involved in any controversy relating to any of the assignment which may create negative impression on the firm's capability. If any of such issue (not declared by us) comes to the notice of the Bank during the processing of selection as Consultancy Services or even after selection, the bank may forfeit the deposit as well as cancel the service agreement.

We also understand that performance under this contract shall be reviewed on an annual basis and any discrepancy may cause cancelling of the service agreement without any recourse on our part.

Authorized Signature(s)

Stamp (as applicable)

SCHEDULE I: Company Profile

FREE FORMAT