



Kathmandu Institute of Child Health (KIOCH)

Budhanilkantha-7, Hepali Height, Kathmandu

**RFP Document of
Consulting Services
for
Development of E-Learning Platform
(ID: 4-2081/2082)**

Instructions to Consultant

A. Introduction

1. General

Kathmandu Institute of Child Health (KIOCH) working to build and operate Children's Hospital Network in Nepal with its vision to make pediatric care available, accessible, and affordable and on prevention and control of Non-Communicable disease among children and adolescent plans to develop an E-Learning Platform. The institute requests proposal from legally registered, experienced, capacitated and interested company/ firm or individual Nepali citizen for the aforementioned task.

2. Cost of proposal

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

B. Proposal Document

3. Contents of Proposal Document

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Consultant is expected to examine all corresponding instructions, forms, terms and specifications contained in the Request For Proposal Document. Failure to comply with these documents will be at the Consultant's risk and may affect the evaluation of the Proposal.

4. Clarification of Request For Proposal Document

A prospective Consultant requiring any clarification of the Request For Proposal Document may notify the Admin Section of KIOCH in writing at info@kioch.org.np. KIOCH will respond in writing to any request for clarification of the Request For Proposal Document that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Consultant that has received the Request For Proposal Document.

5. Amendments of Request For Proposal Document

At any time prior to the deadline for submission of Proposals, KIOCH may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant, modify the Request For Proposal Document by amendment. All prospective Consultant that have received the Request For Proposal Document will be notified in writing of all amendments to the Request For Proposal Document.

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

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Consultant and all correspondence and documents relating to the Proposal exchanged by the Consultant and KIOCH shall be written in the English language. Any printed literature furnished by the Consultant 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 the following components:

- a) Proposal submission form;
- b) Portfolio of the organization/ individual
- c) Valid registration certificate for organization / citizenship for individual
- d) VAT/PAN certificate
- e) Tax Clearance certificate of Fiscal Year 2079/80 for company
- f) Signed CVs and commitment of the suggested personnel
- g) Self-declaration of the consultant stating the company / person is eligible for participating in the RFP
- h) Operational and technical part of the Proposal, including documentation to demonstrate that the Consultant meets all requirements
- i) Time schedule of the project
- j) Price schedule

8. Formats

(a) Time Schedule

The Consultant should propose a time schedule in the format below. (*the numbers in the first row indicate week)

| S N | Tasks/ Milestone | 1 | 2 | 3 | 4 | 5 | 6 |
|------------|-------------------------|----------|----------|----------|----------|----------|----------|
| 1 | | | | | | | |
| | | | | | | | |

(b) Prices Schedule

The Consultant shall indicate on an appropriate Price Schedule, in example format given below, the prices of services it proposes to supply under the contract.

| S N | Task Group / Tasks | Unit | Rate | Cost |
|------------|---------------------------|-------------|-------------|-------------|
| A | Human Resource | | | |
| 1 | | | | |
| .. | | | | |

9. Proposal currencies

All prices shall be quoted in NPR.

10. Period of validity of proposals

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

11. Format and signing of proposals

The Proposal shall be typed or written in indelible ink and shall be signed by the Consultant or a person or persons duly authorized to bind the Consultant to the contract. The latter of authorization shall be indicated by written power-of-attorney accompanying the Proposal.

12. Payment

KIOCH shall effect payments to the Consultant as per the schedule given in TOR.

D. Submission of Proposals

13. Sealing and marking of proposals

The Consultant shall seal the Proposal in an envelope as detailed below.

- addressed to –
Admin Section
Kathmandu Institute of Child Health
Budhanilkantha-7, Hekali Height, Kathmandu

- marked with –
RFP Document of E-Learning Platform
(ID: 4-2081/2082)

The envelope shall indicate the name and address of the Consultant.

14. Deadline for submission of proposals

Proposals must be received by KIOCH at the address specified under clause *Sealing and marking of Proposals* no later than **1500 hours of 5 September 2012**, local time.

KIOCH may, at its own discretion extend this deadline for the submission of Proposals by amending the Request For Proposal Document in accordance with clause *Amendments of Request For Proposal Document*, in which case all rights and obligations of KIOCH and Consultant previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Proposals

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

E. Award of Contract

16. Award criteria, award of contract

KIOCH 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 Consultant or any obligation to inform the affected Consultant or Consultant of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, KIOCH will award the contract to the qualified Consultant whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

17. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

18. Signing of the contract

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

General Conditions of Contract

1. LEGAL STATUS

The Consultant shall be considered as having the legal status of an independent Consultant vis-à-vis KIOCH. The Consultant's personnel and Sub-Contractor shall not be considered in any respect as being the employees or agents of KIOCH.

2. SOURCE OF INSTRUCTIONS

The Consultant shall neither seek nor accept instructions from any authority external to KIOCH in connection with the performance of its services under this Contract. The Consultant shall refrain from any action which may adversely affect KIOCH and shall fulfil its commitments with the fullest regard to the interests of KIOCH.

3. CONSULTANT'S RESPONSIBILITY FOR EMPLOYEES

The Consultant shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Consultant's rights, claims or obligations under this Contract except with the prior written consent of KIOCH.

5. SUB-CONTRACTING

Sub-Contracting is not allowed.

6. OFFICIALS NOT TO BENEFIT

The Consultant warrants that no official of KIOCH has received or will be offered by the Consultant any direct or indirect benefit arising from this Contract or the award thereof. The Consultant agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Consultant shall indemnify, hold and save harmless, and defend, at its own expense, KIOCH, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Consultant, or the Consultant's employees, officers, agents or Sub-Contractor, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consultant, its employees, officers, agents, servants or Sub-Contractor. The obligations under this Article do not lapse upon termination of this Contract.

8. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by KIOCH shall rest with KIOCH and any such equipment shall be returned to KIOCH at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to KIOCH, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The Consultant shall be liable to compensate KIOCH for equipment determined to be damaged or degraded beyond normal wear and tear.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

KIOCH shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the KIOCH's request, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to KIOCH in compliance with the requirements of the applicable law.

10. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF KIOCH

The Consultant shall not advertise or otherwise make public the fact that it is a Consultant with KIOCH, nor shall the Consultant, in any manner whatsoever use the name, emblem or official seal of KIOCH, or any abbreviation of the name of KIOCH in connection with its business or otherwise.

11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 11.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Consultant under this Contract shall be the property of KIOCH, shall be treated as confidential and shall be delivered only to KIOCH authorized officials on completion of work under this Contract.
- 11.2 The Consultant may not communicate at any time to any other person, Government or authority external to KIOCH, any information known to it by reason of its association with KIOCH which has not been made public except with the authorization of KIOCH; nor shall the Consultant at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 12.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 12.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consultant shall give notice and full particulars in writing to KIOCH, of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Consultant shall also notify KIOCH of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Consultant to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, KIOCH shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Consultant of a reasonable extension of time in which to perform its obligations under this Contract.
- 12.3 If the Consultant is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, KIOCH shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

13. TERMINATION

- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon 35 days' notice, in writing, to the other party. The initiation of arbitral proceedings

in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

- 13.2 KIOCH reserves the right to terminate without cause this Contract at any time upon 15 days' prior written notice to the Consultant, in which case KIOCH shall reimburse the Consultant for all reasonable costs incurred by the Consultant prior to receipt of the notice of termination.
- 13.3 In the event of any termination by KIOCH under this Article, no payment shall be due from KIOCH to the Consultant except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Consultant shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 13.4 Should the Consultant be adjudged bankrupt, or be liquidated or become insolvent, or should the Consultant make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Consultant, KIOCH may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Consultant shall immediately inform KIOCH of the occurrence of any of the above events.

14. SETTLEMENT OF DISPUTES

14.1 Amicable Settlement

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

14.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to the provisions on applicable law.

15. CHILD LABOUR

- 15.1 The Consultant represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

15.2 Any breach of this representation and warranty shall entitle KIOCH to terminate this Contract immediately upon notice to the Consultant, at no cost to KIOCH.

16. CHILD RIGHTS AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE

16.1 The Consultant represents and warrants that it, employees, partners, any of its suppliers will comply with the Child Rights policy and Protection from Sexual Exploitation and Abuse policy of KIOCH available in its website: <https://kioch.org.np/kioch-policies-and-guidelines> .

17. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Consultant shall be valid and enforceable against KIOCH unless provided by an amendment to this Contract signed by the authorized official of KIOCH.

Terms of Reference (TOR) for Development of E-Learning Platform

A. Project Overview

The objective of this project is to develop a modern, secure, and user-friendly E-Learning platform that will be hosted on a subdomain of the KIOCH website. The platform will provide a robust and interactive learning environment, allowing users to access high-quality video content, complete course modules, and undergo assessments for certification.

B. Scope of Work

The contractor shall deliver a fully functional E-Learning platform with the following key features:

1. User Interface and Experience:

- The design should be intuitive, visually appealing, and easy to navigate.
- The user interface must be modern, attractive, and aligned with current design trends.
- The platform should be responsive and provide a seamless experience across devices (desktop, tablet, and mobile).
- Third party themes are not allowed

2. Performance:

- The platform must load smoothly and quickly, with optimizations for high performance.
- The application should handle high-quality video uploads without compromising speed or performance.
- The platform must be able to support a large number of concurrent users without degradation in service.

3. Technology Stack:

- Backend: Python based framework (for security, scalability, and reliability).
- Frontend: Java Script based framework (for a modern, responsive, and user-friendly interface).

4. Security:

- The platform must prioritize security, ensuring the protection of user data and course content.
- Regular security assessments and updates must be integrated for any third party module to prevent vulnerabilities.

5. Course and Module Management:

- The platform must support the creation and management of courses, each consisting of multiple modules.
- Each module should include content in the form of text, images, and videos.

6. Assessments:

- At the end of each module, there must be an automated assessment.
- The platform should grade assessments automatically, with no manual intervention required.
- Users must achieve a passing grade on an assessment to proceed to subsequent modules.
- Users must engage with all required content (readings/videos) before attempting assessments. Implement a time tracking mechanism to ensure compliance.

7. Certification:

- Upon successful completion of the course, the platform should generate and issue an auto-generated certificate of completion to the user.

C. Deliverables

1. Fully functional E-Learning platform meeting all specified requirements.
2. Detailed documentation covering the platform architecture, user guides, and maintenance instructions.
3. Security protocols and procedures document.
4. Deployment of the platform on the designated KIOCH subdomain.

D. Payment

Payment shall be made in the following schedule after deducting the applicable tax

1. 25% of the agreed cost upon submission of prototype
2. 50% of the agreed cost upon submission of final product
3. 25% of the agreed cost upon testing by the purchaser's evaluation team

E. Evaluation Criteria

The Consultant will be evaluated based on:

- Demonstrated experience in Python and Java Script framework.
- Proven track record in developing secure and user-friendly web applications.
- Ability to meet deadlines and deliver high-quality work.

F. Terms and Conditions

- All intellectual property developed under this project shall belong to KIOCH.
- The Consultant must ensure the confidentiality of all KIOCH data and content.
- Regular updates and reviews with the KIOCH project team are mandatory.

G. Submission Requirements

- Project must be completed in 35 days from the date of signing the agreement

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Request For Proposal Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services for the aforementioned project 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.

Date:

Signature

Title:

PRICE BID

| SN | Particulars- | Quantity | Rate | | Amount | Remarks |
|----|--|----------|--------|-------|--------|---------|
| | | | Figure | Words | | |
| 1 | Development of E-Learning Platform (Complete Package as per the TOR and specification) including tax | 1 | | | | |

Name of the Bidder:-

Name of Authorized person:-

Address:-

Telephone Number:-

Office Stamp:-