



**Government of Nepal  
Sabhapokhari Rural Municipality Office**

**REQUEST FOR PROPOSALS**

**RFP No.: RFP/SPRM/DPR/01/079/80**

**Selection of Consulting Services for:  
Preparation of Detailed Project Report of Administrative Building, Health Post, School  
Building, Road, Park, Picnic Spot & Tourism Area**

**Government Of Nepal  
Sabhapokhari Rural Municipality  
Office of The Rural Municipal Executive  
Barhabise, Sankhuwasabha**

**Financing Agency: Sabhapokhari Rural Municipality**

**Issued on: 2079/09/03**

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## PART I

### Section 1. Letter of Invitation

RFP No.:- RFP/SPRM/DPR/01/079/80

Date :- 2079/09/03

- BDA – QUEST - DRMS JV, Buddhanagar, Kathmandu
- D.B. Multi – RIMC - BDEC JV, Mahadevsthan
- ED Consult - GES JV, Jwagal
- GALAXY – ENGINEERKOGHAR - RIPPLE JV, Bhaktapur
- GEC – MALLA - CLEC JV, Mid Baneshwor, Kathmandu
- GEOCOM – KIRU - CANVAS JV, Dhobighat
- GLOBAL – NPES - PNet JV, Kathmandu
- GRID – TEAM - CEA JV, Hattishar
- MOONLIGHT – BHUGOL - RELIANCE JV, Chakupat, Patan, Lalitpur
- MULTI – HARMONIC - DRS JV, Kupandole, Lalitpur
- NREC – TEC – AEC JV,
- PARAGON – BMS JV, Bakhundole, Lalitpur
- RAAS – GOEC – GIDAN JV, Bishalnagar
- Unite – Karma JV, Sanepa

Dear Mr./Ms.:

1. Sabhapokhari Rural Municipality, Office of The Rural Municipal Executive, Barhabise, Sankhuwasabha has allocated fund and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **“Preparation of Detailed Project Report of Administrative Building, Health Post, School Building, Road, Park, Picnic Spot & Tourism Area”**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants: BDA – QUEST - DRMS JV, Buddhanagar, Kathmandu, D.B. Multi – RIMC - BDEC JV, Mahadevsthan, ED Consult - GES JV, Jwagal, GALAXY – ENGINEERKOGHAR - RIPPLE JV, Bhaktapur, GEC – MALLA - CLEC JV, Mid Baneshwor, Kathmandu, GEOCOM – KIRU - CANVAS JV, Dhobighat, GLOBAL – NPES - PNet JV, Kathmandu, GRID – TEAM - CEA JV, Hattishar, MOONLIGHT – BHUGOL - RELIANCE JV, Chakupat, Patan, Lalitpur, MULTI – HARMONIC - DRS JV, Kupandole, Lalitpur, NREC – TEC – AEC JV, PARAGON – BMS JV, Bakhundole, Lalitpur, RAAS – GOEC – GIDAN JV, Bishalnagar & Unite – Karma JV, Sanepa.
4. It is not permissible to transfer this invitation to any other firm, such as Consultant’s parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client’s prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under **Quality and Cost based selection (QCBS)** and procedures described in this RFP.
6. The RFP includes the following documents:

*[Signature]*  
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- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract


7. Please inform us by **2079/09/11**, in writing at **Sabhapokhari Rural Municipality Office, Barhabise, Ssankhuwasabha, Province No. 1, Nepal.**

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

Buku Prasad Acharya  
Chief Administrative Officer

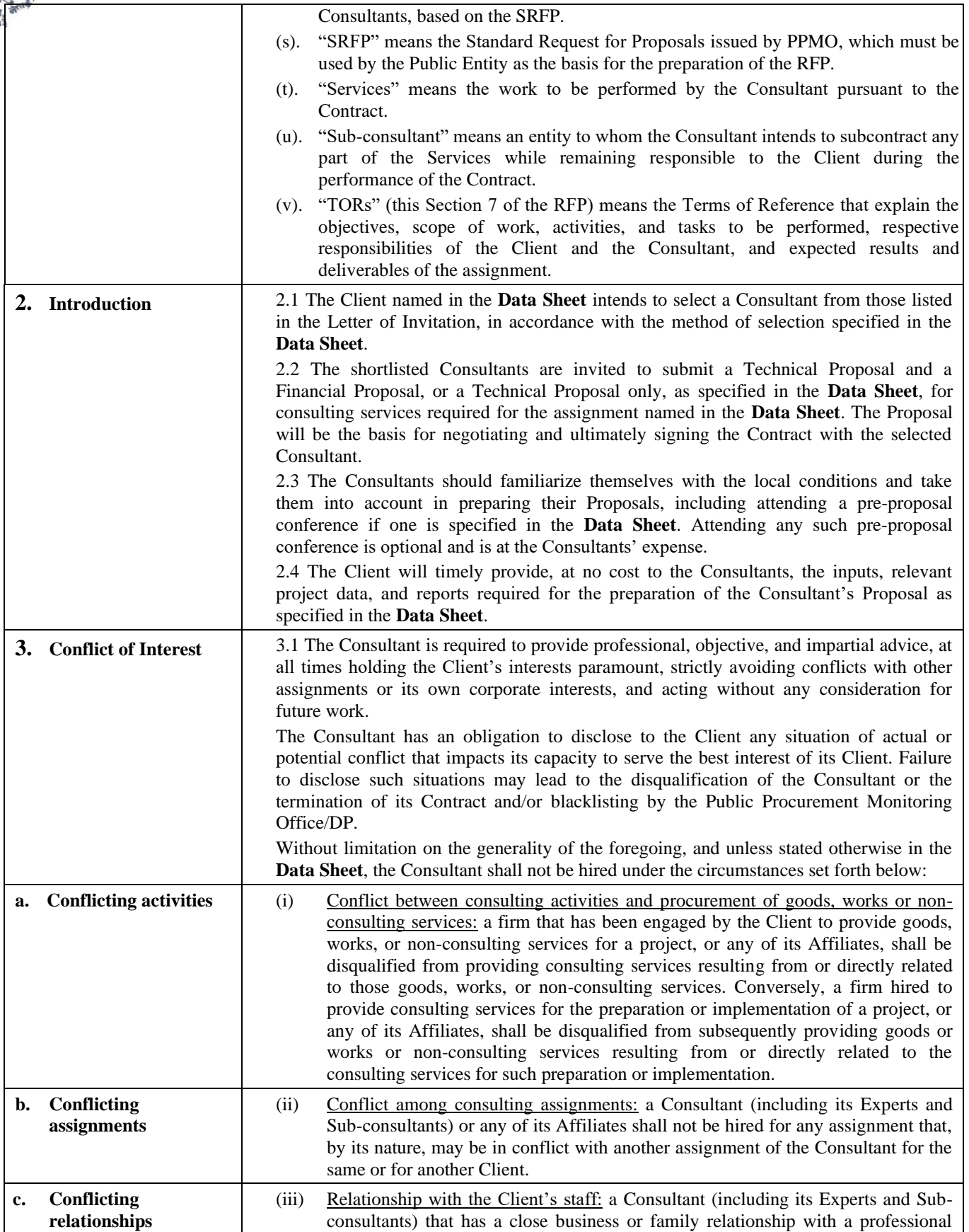
  
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## Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

### A. General Provisions

<b>1. Definitions</b>	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of</p>
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	staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<b>6. Eligibility</b>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in <b>Data sheet</b>.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<b>a. Sanctions</b>	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b> .
<b>b. Prohibitions</b>	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
<b>c. Restrictions for public employees</b>	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).

## B. Preparation of Proposals

<b>7. General Considerations</b>	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>8. Cost of Preparation of Proposal</b>	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
<b>10. Documents Comprising the Proposal</b>	10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
<b>11. Only One Proposal</b>	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .
<b>12. Proposal Validity</b>	12.1 The <b>Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
<b>a. Extension of Validity Period</b>	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. <b>The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</b> 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
<b>b. Substitution of Key Experts at Validity Extension</b>	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

	12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
<b>c. Sub-Contracting</b>	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b> .
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the <b>Data Sheet</b>. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<b>15. Technical Proposal</b>	15.1 The Technical Proposal shall not include any financial information. A Technical

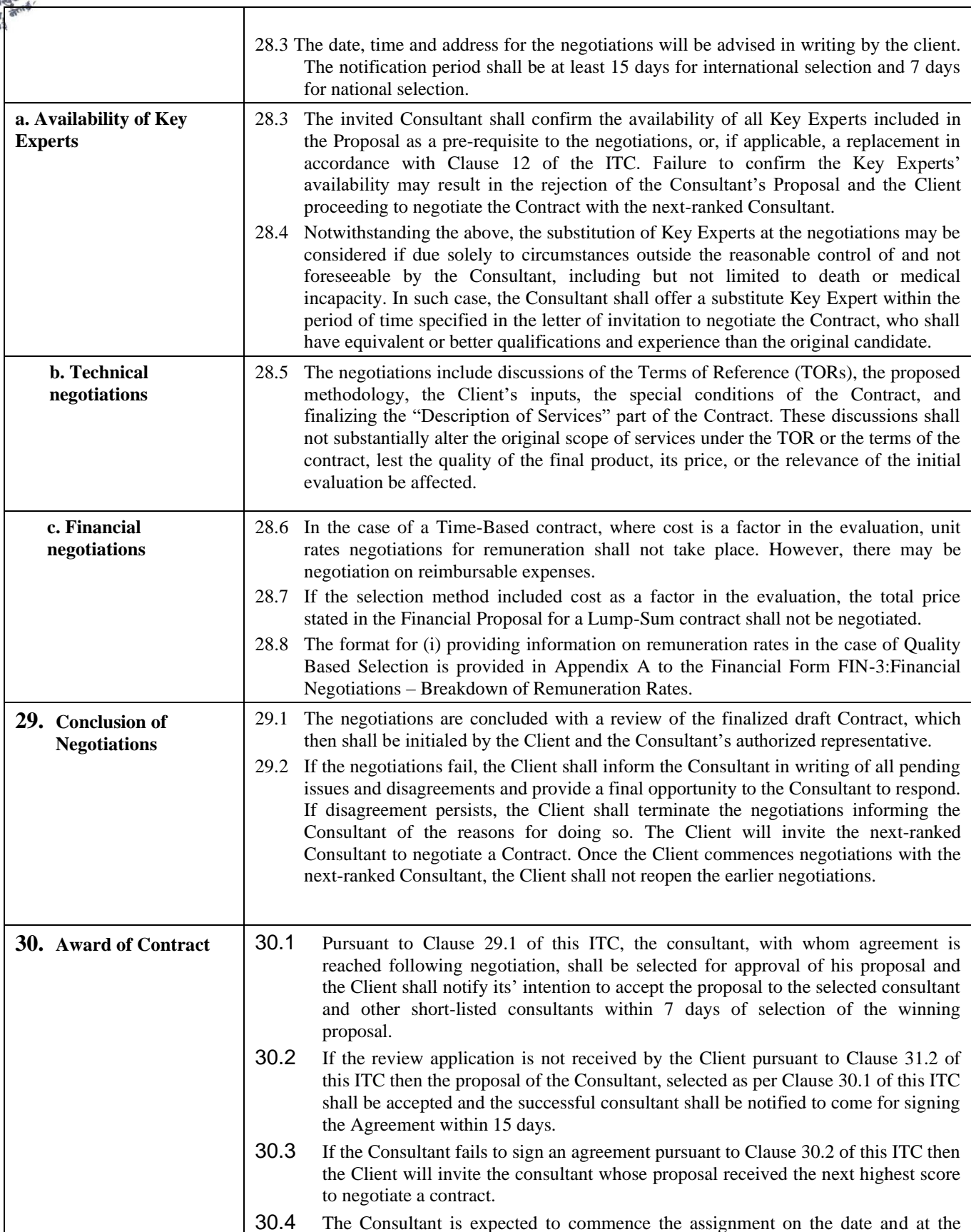
<b>Format and Content</b>	<p>Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
<b>16. Financial Proposal</b>	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the <b>Data Sheet</b> .
<b>a. Price Adjustment</b>	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .
<b>b. Taxes</b>	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
<b>d. Currency of Payment</b>	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL</b>", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]</b>."</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL</b>."</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "<b>DO NOT OPEN BEFORE [insert</b></p>

	<p>the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<b>18. Confidentiality</b>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO’s blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<b>19. Opening of Technical Proposals</b>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend. The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p>
<b>20. Proposals Evaluation</b>	<p><b>20.1</b> Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its “no objection”, if applicable.</p> <p><b>20.2</b> The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<b>21. Evaluation of Technical Proposals</b>	<p>21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p> <p>21.2 Proposed experts, involved in the firms’ work in hand will not be considered for</p>



	<p>evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>22. Financial Proposals for QBS</b></p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <p>(a) Name and address ,</p> <p>(b) Proposed service charge,</p> <p>(c) Discount offered, if any;</p> <p>(d) Description of the discrepancies, if any, between figure and words,</p> <p>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</p> <p>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives</p>

instruction from Government of Nepal.	
<b>24. Correction of Errors</b>	<b>24.1</b> Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
<b>a. Time-Based Contracts</b>	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-Sum Contracts</b>	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>25. Taxes</b>	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
<b>26. Conversion to Single Currency</b>	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
<b>c. Least-Cost Selection (LCS)</b>	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.





	<p>location specified in the <b>Data Sheet</b>.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>31. Request for Information/ Complaints</b></p>	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p><b>32. Conduct of Consultants</b></p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ol style="list-style-type: none"> <li>give or propose improper inducement directly or indirectly,</li> <li>distortion or misrepresentation of facts</li> <li>engaging or being involved in corrupt or fraudulent practice</li> </ol>

	<ul style="list-style-type: none"> <li>d. interference in</li> <li>e. participation of other prospective bidders.</li> <li>f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.</li> <li>h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract</li> </ul>
<b>33. Blacklisting</b>	<p><b>33.1</b> Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,</li> <li>b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,</li> <li>c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract,</li> <li>d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</li> <li>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</li> <li>f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</li> </ul> <p><b>33.2</b> A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the <b>Data Sheet</b>.</p>



	<p>(1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 AND <b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by: • Certificate of incorporation.</p>
<b>11.1</b>	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible :- Yes
<b>12.1</b>	Proposals must remain valid for <b>90 days</b> calendar days after the proposal submission deadline.
<b>12.9</b>	Sub-contracting is allowed for the proposed assignment:- No
<b>13.1</b>	<p><b>Clarifications may be requested no later than 7 days prior to the submission deadline.</b> The contact information for requesting clarifications is: Chief Administrative Officer E-mail: savapokharimun@gmail.com</p>
<b>14.1.1</b>	<p><b>Shortlisted Consultants may associate with</b>  (a) non-shortlisted consultant(s): Yes</p>
<b>14.1.2</b>	Not applicable
<b>14.1.3</b> for time-based contracts only	Not applicable
<b>14.1.4 and 27.2</b> use for Fixed Budget method	<b>The total available budget for this Fixed-Budget assignment is: Not Applicable</b>
<b>16.1</b>	<p>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.] (1) a per diem allowance, including hotel, for experts for every day of absence from the home office</p>

	<p>for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable</p> <p>[insert other relevant type of expenses, if/as applicable]</p> <p>Only for Time-Based Contracts:</p> <p>Provisional sums [insert amount, provide breakdown]</p>
16.2	<b>A price adjustment provision applies to remuneration rates:</b> No
16.3	<b>“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: <a href="http://www.ird.gov.np">www.ird.gov.np</a>.”</b>
16.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p><b>The Financial Proposal should state local costs in Nepalese Rupees</b></p>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<b>The Consultants shall not have the option of submitting their Proposals electronically.</b>
17.5	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and</p> <p>(b) <b>Financial Proposal:</b> one (1) original.</p>
17.8	<p><b>The Proposals must be received at the address below no later than:</b></p> <p><b>Date: 2079/09/11</b></p> <p><b>Time: 12:00 PM</b></p> <p><b>The Proposal submission address is: Sabhapokhari Rural Municipality, Barhabise, Sankhuwasabha, Province No.1, Nepal</b></p>
19.1	<p><b>An online option of the opening of the Technical Proposals is offered:</b> No</p> <p><b>The opening shall take place at:</b></p> <p><b>Date: 2079/09/11.</b></p> <p><b>Time: 1:00 PM</b></p>
19.2	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals :</b></p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p> <p>[State what additional information will be read out and recorded in the opening minutes]</p>

21.1

The evaluation criteria, sub-criteria, and point system for the evaluation are:

Points

Qualification :-

sn	Criteria	Minimum Requirement	Score(out of 100%)
1	Qualification of key experts	1. Team leader/Urban Planner/Senior Structure Engineer/Senior Architect-1 Nos (As per TOR) 2. Structural Engineer-2 Nos (As per TOR) 3. Architect-2 (As per TOR) 4. Geologist/ Geotechnical Engineer-2 Nos (As per TOR) 5. Electrical Engineer-1 Nos (As per TOR) 6. Civil Engineer-2 Nos (As per TOR)	Mark allocated 40
2	Experience of key experts	7. Highway/Transportation Engineer-1 Nos (As per TOR) 8. Hydrologist-1 Nos (As per TOR) 9. Socio-Economist-1 Nos (As per TOR) 10. Environmentalist/ Environment Engineer-1 Nos (As per TOR) 11. Sub Engineer/ Draft Person -4 Nos (As per TOR) 12. Surveyor-3 Nos (As per TOR) 13. Supporting Staff/ Computer Operator/ Helper/ Camp Worker - 4 (As per TOR)	
SN.	Criteria	Minimum Requirement	Score (Out of 100 %)
1.	General Experience of the Consulting Firm	Experience in Preparation of any engineering consultancy service successfully completed within last 7 years.	Mark Allocated 45
2.	Specific Experience of the consulting Firm	Experience in Detailed Engineering Survey Design/ DPR of Administrative Buildings/ Hospital Buildings/ School Buildings/ Park/ Picnic Spot/ Tourism Area within last 7 years.	

3.	Similar Geographical Experience of the consulting Firm.	Experience in Preparation of any engineering consultancy service successfully completed within last 7 years in the Similar Geographic Region.	
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### B. Capacity

SN.	Criteria	Minimum Requirement	Score (Out of 100 %)
1.	Financial Capacity	Minimum Average annual turnover of best three year = 44,00,000.00 (4.4 Mil) of last seven years.	Mark Allocated 15
2.	Infrastructure/equipment related to the proposed assignment	Office Spaces, Survey Equipment, Geotechnical investigation Equipment, Vehicles, software, etc.	

**Total marks: 100 Marks**

**Pass Mark: 70 Marks**

Note: In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV Expression of Interest (EoI) shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.

23.1	<b>An online option of the opening of the Financial Proposals is offered: No.</b>
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is Nepali</b>
27.1 [a. QCBS only]	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p>T = 80%, and</p>



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### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### FORM TECH-1

#### TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Sabhapokhari Rural Municipality  
Office Of The Rural Municipal Executive  
Barhabise, Sankhuwasabha  
Province No.1, Nepal

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- We meet the eligibility requirements as stated in ITC 6.
- Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than



those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_


Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

  
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Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :( Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: \_\_\_\_\_

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### FORM TECH-3

#### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

#### A - On the Terms of Reference

{improvements to the Terms of Reference, if any }

#### B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any }

## FORM TECH-4

### DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff. }

## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N <sup>o</sup>	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.










**FORM TECH-6**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N <sup>o</sup>	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1		D-2		D-3	.....	D-...		Home	Field	Total
<b>KEY EXPERTS</b>														
<b>International</b>														
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]						
			[Field]	[0.5 m]		[2.5]		[0]						
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}													
K-3														
<b>National</b>														
n														
										<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>														
N-1			[Home]											
			[Field]											
N-2														
n														
										<b>Subtotal</b>				
										<b>Total</b>				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. 3 “Home” means work in the office in the expert’s place of residence. “Field” work means work carried out in the site.

 Full time input  
 Part time input

  
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## FORM TECH-7

## CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	{ e.g., K-1, TEAM LEADER }
<b>Name of Firm</b>	<i>Insert name of firm proposing the expert</i>
<b>Name of Expert:</b>	{ Insert full name }
<b>Date of Birth:</b>	{ day/month/year }
<b>Citizenship</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

*[Signature]*  
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I, the undersigned, certify to the best of my knowledge and belief that

(i) *This CV correctly describes my qualifications and experience*

(ii) *I am not a current employee of the GoN*

(iii) *In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*

(iv) *I was not part of the team who wrote the terms of reference for this consulting services assignment*

(v) *I am not currently debarred by a multilateral development bank (In case of DP funded project)*

(vi) *I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

(vii) *I declare that Corruption Case is not filed against me.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of expert] Date: \_\_\_\_\_  
Day/Month/Year

\_\_\_\_\_  
[Signature of authorized representative of the firm] Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

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#### Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration
FIN-4	Other Expenses, Provisional Sums

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**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

To: [Name and address of Client] {Location, Date}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

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**FORM FIN-2 SUMMARY OF COSTSS**  
**Sabhapokhari Rural Municipality**  
**Office of The Rural Municipal Executive**  
**Barhabise, Sankhuwasabha**  
**Province No. 1, Nepal**  
**BILL OF QUANTITY**

**Name of Project: Preparation of Detailed Project Report of Administrative Building, Health Post, School Building, Road, Park, Picnic Spot & Tourism Area**

**Location: Sabhapokhari Rural Municipality, Sankhuwasabha**

S.N.	Description of Works	Unit	Quantity	Rate (NRs)		Amount (NRs)	Remarks
				In figure	In words		
1.	Preparation of Masterplan, Detailed Engineering Survey, Soil Investigation, Detail Design, Cost Estimate and Detailed Project Report of Sabhapokhari Rural Municipality Administrative Building, Dhupu Health Post & Janajyoti Ma.Bi. School Building	Job	1.00				
2.	Preparation of Detailed Project Report of Dumsikut Picnic Spot, Boula Thumka Paryatakiya Chhetra Tatha Sahid Smriti Park, Silsile Park & Pawa Bastola Gufa Danda Paryatakiya Chhetra Nirman	Job	1.00				
3.	Detailed Engineering Survey, Design, Cost Estimate & Report Preparation (DPR) of Barhabise to Dake Zero Point Blacktopped Road	Km	11.00				
Sub Total							
VAT 13%							
Grand Total Cost							

**Name of The Firm :-**

Authorized Person :-

Sign and Seal :-

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Date of Submission :-

### FORM FIN-3 BREAKDOWN OF REMUNERATION <sup>1</sup>

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{ Currency 1- as in FIN-2 }	{ Currency 2- as in FIN-2 }	{ Currency 3- as in FIN-2 }	{ Local Currency- as in FIN-2 }
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
<b>KEY EXPERTS (International)<sup>2</sup></b>									
1.									
2.									
<b>Sub-Total Costs</b>									
<b>KEY EXPERTS (National)</b>									
1.									
2.									
<b>Sub-Total Costs</b>									
<b>Total Costs: Key Experts (International and National)</b>									
<b>NON-KEY EXPERTS/SUPPORT STAFF</b>									
1.									
2.									
<b>Total Costs: Non-Key Experts/Support Staff</b>									
<b>TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF</b>									

<sup>1</sup> In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

<sup>2</sup> As identified in the Summary and Personnel Evaluation Sheet.

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**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**  
**(EXPANDED FORM TO FIN-3 – QBS)**

(EXPRESSED IN [INSERT NAME OF CURRENCY\*])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client's Country									

\* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1
2. Expressed as percentage of 4

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## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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### FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Reimbursable Expenses</b>								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{e.g., reproduction of reports}								
{e.g., Office rent}								
<b>Sub-Total: Reimbursable Expenses</b>								
<b>Provisional Sums</b>								
Item 1								
Item 2								
<b>Sub-Total: Provisional Sums</b>								
<b>Total: Reimbursable Expenses + Provisional Sums</b>								

\* Provisional Sums must be expressed in the currency indicated in the data sheet.

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## Section 5. Eligible Countries

[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

For GoN funded: For the purpose of National shortlisting: **“Nepal”**

  
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## Section 6. Corrupt and Fraudulent Practices

[“Notes to the Client”: The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP’s policy on corrupt and fraudulent practices]

It is the GoN’s policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - (iv) “obstructive practice” means:
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

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## Section 7. Terms of Reference



**Sabhapokhari Rural Municipality**  
**OFFICE OF THE RURAL MUNICIPAL EXECUTIVE**  
**Barhabise, Sankhuwasabha**  
**Province No 1, Nepal**

### Terms of Reference (ToR)

**For**

**Master Plan, Detailed Engineering Survey, Soil Investigation, Detailed Design, Cost Estimate & Detailed Project Report (DPR) of Sabhapokhari Rural Municipality Administrative Building, Dhupu Health Post & Janajyoti Ma.Bi. School Building at Sabhapokhari Rural Municipality**

## Section 7. Terms of Reference



### 1.0 BACKGROUND

The Sabhapokhari Rural Municipality has decided to provide a consulting services for the “Master Plan, Detailed Engineering Survey, Soil Investigation, Detailed Design, Cost Estimate & Detailed Project Report (DPR) of Sabhapokhari Rural Municipality Administrative Building, Dhupu Health Post & Janajyoti Ma.Bi. School Building at Sabhapokhari Rural Municipality, Sankhuwasabha.” within the rural municipal. This task is being undertaken by Sabhapokhari Rural Municipality. In the above context, Sabhapokhari Rural Municipality intends to hire national consulting firms to carrying out Detailed Project Report for the proposed consulting jobs as per the TOR. The construction site will be in Sabhapokhari Rural Municipality, Barhabise, Sankhuwasabha.

### 2.0 OBJECTIVES OF THE WORK

The main objective of this study project is to design the structure which is safe against earthquake, economical, aesthetical, affordable and enviromental friendly.

**The Specific Objectives are:**

- To Carry out **Master Plan, Detailed Engineering Survey, Soil Investigation, Detailed Design, Cost Estimate & Detailed Project Report (DPR) of Sabhapokhari Rural Municipality Administrative Building, Dhupu Health Post & Janajyoti Ma.Bi. School Building at Sabhapokhari Rural Municipality, Sankhuwasabha.**

### 3.0 SCOPE OF WORK


The Consultant shall, under these terms of reference (TOR) carry out activities and deliver services and documents as follows:

The Sabhapokhari Rural Municipality will provide the feasibility report of the public and Sabhapokhari Rural Municipal stakeholders carried out by the Sabhapokhari Rural Municipality. The consultant shall study the report in detail and incorporate the recommendations in the architectural design.

Conduct meeting with the Sabhapokhari Rural Municipality and related stakeholder and if recommended modify the requirement spelled out in the feasibility report.

Carry out detailed topographical survey of the construction site.

- ✓ To study, review and analyze the preliminary design provided in the feasibility report and prepare the detailed architectural design.
- ✓ Detailed Landscape design of the Building premises.
- ✓ To prepare the detailed structural, electrical and sanitary design of the building and any other proposed structures.
- ✓ To prepare tender ready drawings comprising of architectural, landscape, structural, electrical and sanitary designs that shall be approved by the Sabhapokhari Rural Municipality.
- ✓ To prepare the detailed quantity and cost estimate comprising of Architectural, Landscape, structural, electrical and sanitary systems of the administrative building as well as other infrastructures.
- ✓ Consultant can choose any international building codes,. However, all the design work shall comply with the Nepal National Building Code requirements.

  
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<b>Building Details</b> <b>Administrative Building</b> <b>Building</b>	<b>Block</b> <b>Main Building</b> <b>Other Building</b> <b>Canteen</b>
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#### 4. Expected Output:

It is expected to prepare and submit clear and concise study report which includes, but not limited to the followings:-

##### 4.1 Topographical Survey

The topographical survey of the area should cover entire area with an offset of 5m in all the direction from the either sides of the proposed construction site. The Topographic map should show the following :

- Contours at 0.5m. intervals in hilly area and at 0.2 m in plain area.
- Clear demarcation of boundary walls
- Lines with spot levels along which the slope of the ground level.
- Lines along which cross section of the land
- Govt. and/or public establishments
- Traverse lines, benchmarks reference lines and/or points with respect to which the present topo map is prepared.
- The Names of the nearest identifiable villages/towns etc. beyond the boundary.
- Other information relevant to design, construction and/or maintenance of these structures.

##### 4.2 Geotechnical Investigation

To assure the type of foundation we need to do the geotechnical investigation of the ground and assure the soil property of the terrain.

###### i. Test pits and auguring

Test pits and auger-holes in the riverbed to a depth as mentioned in the BOQ for determining the mean particle size of riverbed materials in each layer.

###### ii. Bore-holes, field tests and laboratory tests

The properties of the underlying soil are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as mentioned in the next section and/or the Bill of Quantities. As far as possible, the locations of the boreholes shall be under each abutment and piers. Generally the following tests are conducted for determination of soil properties:

S.N.	Type of test	Frequency
------	--------------	-----------

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1	Undisturbed Soil Sampling	at least 2 at each borehole
2	Standard Penetration Test	as required but the interval not less than 1.5 m and every change of soil strata
3	Grain size analysis	at least 2 at each borehole
4	Hydrometer analysis	at least 2 at each borehole
5	Moisture content	at least 2 at each borehole
6	Bulk and dry density	at least 2 at each borehole
7	Unconfined compression test	at least 2 at each borehole
8	Consolidation test	at least 2 at each borehole
9	Direct shear test	at least 2 at each borehole

If required by the field condition, the Consultant shall conduct other types of tests. Similarly the frequency of the above tests can be increased if required. The cost of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.

**iii. Depth of soil exploration`**

The depth of soil exploration from ground level shall be as follows:

SN	Type of soil	Governing depth
1	Silty, sandy, clayey soil	1.5 times the least dimension of the foundation footing, or 16 m, whichever is maximum
2	Granular soil (gravels, boulders)	1.5 times the least dimension of the foundation footing, or 12 m, whichever is maximum
3	Rocks (soft or hard)	Not exceeding 8 m.

The abovementioned depths are indicative. The Consultant shall decide the actual required depth of soil investigation according to the field condition and design parameters. But in any case the Consultant shall be paid only up to the depth mentioned in the Bill of Quantities. If rock is found at the beginning or at mid-depth then the drilling works shall not exceed the depth as mentioned in the table above. In such case the payment shall be made only for the actual depth.

For example, if rock is found at a depth of 12 m. and if the maximum required depth is 16 m, then drilling shall continue only for further 4 m., and the payment shall be done for 16 m. If rock is exposed on the surface then drilling shall be done up to a depth of 8 m., and the payment shall be done for 8 m. But if the thickness of rock at the surface is 6 m then the drilling shall continue further to the required maximum depth.

**iv. Changes in soil strata**

N/A

**v. Soil exploration works to be certified**

The Project, if required, may ask the Consultant to submit the soil/rock samples obtained from the drilling works in core boxes and/or a bore-log certified by the concerned Municipality Office /Project Office or movie clips.

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vi. **Other information**

Availability of construction materials like, sand gravel boulders, timber, etc. with their engineering properties, quantities and lead up to the Tower site, quarry site of materials with their available quantities should be shown on a sketch plan with reference to Tower site.

**4.3 Detailed Architectural and Engineering Drawings and Landscaping works**

During the process of the detailed design work, the consultant shall incorporate all the comments from Sabhapokhari Rural Municipality and its Technical Division. The consultant shall perform detailed tender ready drawing and have an sample discussion with the client before submitting the final report. The consultant shall prepare the detailed architectural & engineering drawing and show the landscaping works in the construction site. The consultant will also show the 3D version of the construction site and the building to be made.

**4.4 Detailed Structural Design and Structural Drawings**

The consultant shall develop a 3D analytical model for the purpose of analysis, using any of the international standard finite element software. Real and accidental torsional effects must be considered for all structures. Structural system proposed by the consultant shall be able to resist effectively the gravity as well as lateral loading induced by both earthquake and wind. Consultant is free to choose any international building codes however; the minimum criteria of NBC 105 shall strictly be incorporated. Consultant shall submit soft copy of analytical model.

The consultant shall perform detailed structural design and prepare structural drawings showing all necessary structural details and shall follow the requirements for the ductile detailing. The detailing shall comply with the requirements of IS13920 or any other relevant ductile detailing code. The consultant shall submit soft copy of analytical model and both hard copy and soft copy of structural design and detailing.

**4.5 Electrical Design and Drawings**

The consultant shall carry out detailed electrical design with Standard Practice and Codes for public buildings and shall comply with NBC 207:2003. The Consultant shall prepare electrical drawings showing necessary details required for electrification and submit in both digital and printed form.

**4.6 Sanitary Design and Working Drawings**

The consultant shall carry out detailed water supply and sanitation design and drawings along with the storm water drainage, fire fighting systems, showing necessary details required for construction. The Consultant shall prepare drawings showing all necessary details required for the system and submit in both soft and hard copy. They shall comply with relevant international code as well as with NBC.

**4.7 Detailed Topographical survey and Drawings**

The consultant shall carry out detailed topographical survey of the given site at 0.5m contour interval and prepare contour drawings and submit in both soft and hard copy.

**4.8 Prepare Quantity & Cost Estimate, Specifications**

Prepare the Quantity & Cost Estimate, Specifications as per Public Procurement Act 2063, Public Procurement Regulation 2064 and Public Procurement Monitoring Office Directive. Consultant shall submit the cost and quantity estimate, detailed specifications and bidding document in both soft and hard copy.

  
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## 5 Reporting Requirements:

The Consultant shall prepare and submit the reports as specified below. Computer Software should be used to prepare all drawings. All reporting shall be in English and in the SI unit. Inception, draft and final reports should be submitted to Sabhapokhari Rural Municipality as specified below. Reports shall be submitted in digital copy as well as in 3 printed form in A4 size paper. Similarly, all the drawings shall also be submitted in digital as well as in 3 printed form. The drawing shall not be in less than A3 size of papers.

### 5.1 Inception/ Field Report:

The consultant should submit two sets of inception report to the Sabhapokhari Rural Municipality within **1 weeks from the date of Work Order**. The inception report shall clearly specify review of architectural design and preliminary structural analysis and design, including minutes of meetings with the concerned personnel and representatives of Sabhapokhari Rural Municipality.

### 5.2 Draft Report:

Draft final report shall contain all the working drawings (structural, electrical, acoustic, water supply, sanitary, storm water drainage), geotechnical investigation report and relevant details including design calculation. The consultant should submit two sets of the report **within Six (6) weeks after acceptance of Inception report**. This report is to be presented in Sabhapokhari Rural Municipality in presence of professional and concerned officials comprising experts for discussion, comments and suggestions. Date and time of presentation shall be mutually finalized by Sabhapokhari Rural Municipality and the Consultant.

### 5.3 Final Report:

The final report should incorporate comments and suggestions on the draft report. The consultant should also submit two sets of CDs with final report including aforementioned drawings. The final report should be submitted in two sets **within 1 weeks after the acceptance of draft final report**. The consultant should also produce other relevant reports to the Sabhapokhari Rural Municipality as and when necessary.


### 5.4 Soft copy (electronic copy) of the design

Apart from the bound report the consultants shall submit soft copies (electronic copies) of the final report as specified in the checklist.

## 6.0 TIME SCHEDULE

Unless and otherwise mentioned in the contract agreement, the work shall be completed within 2 (Two) months from the date of agreement. The consultant should complete the assignment as per the work schedule given below.

S.No.	Work Description	No. of days
1	Desk study, preparation of secondary data collection, preparation of check list and submission of inception report.	10
2	Detail Master Plan, detail engineering survey, geological, environment and social data collection	20
3	Preparation and submission of draft report (design, Drawings, BOQ, Cost estimate all complete)	20
4	Submission of final report (After receiving comments on Draft Report)	10

  
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## 7.0 WORKING TEAM


The working team for field and office works should necessarily consist of the following Key Personnel together with adequate supporting manpower.

S. No.	Proposed Personnel	Qualification & Work Experience
1	Team Leader-1 (Structural Engineer)	Master's degree in Structure Engineering with Minimum experience of 10 years from Master's degree in relevant field.
2	Architect-1	Bachelor degree in Architect with minimum 5 years' experience after Bachelor Degree
3	Geologist/Eng. Geologist/Geo-technical Engineer-1	Must be a Master degree in geotechnical Engineering with minimum 5 years of working experience in the relevant field.
4	Electrical Engineer-1	Bachelor degree in Electrical Engineering with minimum 5 years' experience in relevant field
5	Civil/Geomatics Engineer/Senior Surveyer-1	Bachelor degree in Civil/Geomatics Engineering with Minimum 3 years' experience after Bachelor degree

## 7.0 Payment Schedule

Payments will be made upon the submission of Consultant's invoices according to the following schedule:

Progress Stage	Payment to be made
Upon the completion of Design Phase (Draft Report submission)	60% of the Total amount
Upon the submission of Final Report	40% of the Total amount

  
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## **TERMS OF REFERENCE (TOR)**

**For**

### **Detail Engineering Survey, Design and Report Preparation (DPR) of Road**

#### **Section A: Terms of Reference (DPR)**

#### **1.0 BACKGROUND**

The Sabhapokhari Rural Municipality (herein after referred as "the client" or as "the Office"), intends to utilize services of engineering consulting firms well experienced in the fields of survey and design of roads, bridge engineering, river training works, environment aspects etc. for providing engineering consulting services for detailed project report preparation of proposed roads including cost estimation.

The physical parameters of the Road shall be determined in accordance with the category of the road and/or any other specialties of the project.

#### **2.0 OBJECTIVES OF THE WORK**

The main objectives of the consulting services are:

- to perform detail feasibility study
- to perform alignment detailed survey and design
- to perform socio-economic and traffic study
- to suggest option of upgrading and design accordingly
- to prepare detailed report of the stated road(s) based on sound techno-economical approach.
- to develop project implementation plan

#### **3.0 SCOPE OF WORK**

The firm shall carry out the necessary field works along the alignment. The firm shall be responsible for accuracy, interpretation, analysis of all data received and for the conclusion and recommendations in their report. The scope of work to be carried out by the firm shall include but may not be limited to the following:

##### **Phase A**

##### **3.1 Desk Study**

A desk study shall be carried out, collecting all data, political & geological map, hazard map, road network map, map of earthquake zoning, land use map, aerial photo and information relevant to survey and design of the road and reviewing for planning of field survey and investigation works. After the desk study, the firm shall submit the inception report.


##### **3.2 Preliminary Site Visit**

The firm shall perform preliminary site visit by a walk-over survey to get information about:

- Existing Road Condition
- Tentative road length as new road section


##### **3.3 Socio-economic studies of influence area with maps and sketches**

- Demographic picture:
  - (a) Influenced population/economic activity of influenced population

  
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- (b) Structure of population
  - (c) Nature of migration and outside influx etc.
- Land use pattern:
  - (a) Wild life sanctuary
  - (b) Forest
  - (c) Production in influenced area and surplus in influenced area
  - (d) Settlement pattern etc.
- Trade, Industry and Commerce (existing & planned):
  - (a) Local produces and other resources
  - (b) Export and import
  - (c) Major industries and cottage industries
  - (d) Market development
  - (e) Tourism potential etc.
  - (f) Major development works (hydro power project, irrigation project, other governmental/no-governmental development programs etc.)
- Health (existing & planned):
  - (a) Hospital
  - (b) Health post
  - (c) Ayurvedic clinic etc.
- Education (existing & planned):
  - (a) Primary schools
  - (b) Secondary schools
  - (c) High schools
  - (d) Colleges/institutions etc.
  - (e) Universities
- Transport and communications network (existing & planned):
  - (a) Trail network and trail bridges
  - (b) Airport, STOL strips, helipad etc.
  - (c) Water transport
  - (d) Rope-ways
  - (e) Road network
  - (f) Telecommunication, postal service & other communication networks etc.
- Administration facilities:
  - (a) Government offices
  - (b) Co-operation offices

  
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- (c) Banks etc.
- (d) Police station

### 3.4 Traffic Study

To determine the type and volume of future traffic for the proposed roads, the firm shall analyze all existing statistical data affecting traffic within influence area. The firm shall carry out traffic counts and origin/destination surveys or any other surveys as necessary to determine the nature of traffic and the present volume of goods, animal and pedestrian movements (motorized as well as non-motorized traffic) within the influence area. Traffic data shall be co-related to the influenced population (or economically active population) and production (surplus or deficit in agriculture/industry etc.)

Threshold traffic value for construction and upgrading of the road, for the reduction of total transport cost, judgment shall be applied considering all possible method.

In broad terms, the firm shall also identify, describe and quantify existing and probable future traffic generating sources, based on the probable future development of the influence area on relevant factors, such as;

- (a) Population growth and changes in population distribution.
- (b) Regional economic growth.
- (c) Development of agriculture, forestry, mineral and other resources.

Anticipated domestic trade in agriculture and non-agriculture commodities. A second traffic forecast shall be made assuming that an appropriate accelerated development program within the zone of influence is undertaken by the Government.

Traffic study should include the detail study of normal, diverted and generated traffic.


### 3.5 Feasibility Study of New Road Section

The preliminary engineering design shall establish the technical feasibility and initial cost estimate of viable alternatives. The following guidelines apply:

- Plans of each alternative may be expanded to show all the key components and their connections with one another.
- Typical cross-sections and details may be developed to demonstrate the technical feasibility of the project component and to enable a quick estimate of quantities.
- Key engineering calculations shall be carried out to prove technical feasibility.
- Any deviations from standards shall be identified. The implications and effects shall be discussed and agreed with stakeholders while comparing alternatives.
- The preliminary engineering design shall be in sufficient detail to permit costs to be estimated +/-25%.
- The preliminary engineering shall identify sources, suitability and costs of materials for construction. As a minimum it shall include a survey of materials sources in the project vicinity.

Preliminary cost estimates shall be prepared based on the following:

- The quantities of the civil works shall be computed on the basis of the schematic plan, profiles and typical sections following standard methods of measurement.
- The rate analysis for civil engineering items shall follow the norms and market prices of construction materials, labor and equipment hiring rates.
- The rate analysis for civil engineering items may be verified using the mean rates from contracts in the last 5 years as much possible.

  
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- The costs shall be broken down into local and foreign currency components, direct cost, overheads, taxes, physical and price contingencies.

The cost components shall be:

#### Construction

Each alternative alignment shall be included in the cost estimate. If necessary the cost of a road system which will be necessary to connect existing population concentrations and develop the economic potential of the region, preliminary cost estimate may be based on typical construction cost of road, highway and bridge etc. recently constructed by the Department of Roads but shall take into account recent increases in the cost of construction, materials and labor prevalent in the districts. Cost estimate for stage construction shall be considered possibility starting with a low cost solution with initially a dry season road. Estimate of the local and foreign cost components, if applicable shall also be made.

#### Maintenance

The cost of maintenance of road for design period shall also be considered. The Firm shall have to analyze and suggest the sources of income and the possibilities in which funds for the maintenance could be mobilized viz.: from local levels, toll taxes, vehicle registration fees or fines and transport equipment and spare parts taxes or through Road Board.

#### Road user cost

Cost of vehicle operating cost, accident cost etc. shall be included in existing & proposed conditions. Vehicle operating cost of the proposed road shall be mentioned in terms of roughness verses required pavement cost, which is dominating cost of vehicle operation.


#### Comparison

Comparison shall be made between different alignments taking into consideration of construction, maintenance, road user costs and other costs into consideration. While recommending the most feasible alignment in terms of construction cost, comparison shall be made with the operating cost as well as to determine the period during which the extra construction cost will be compensated. The ranking of alternatives shall be as recommendations given in manual of mountain risk engineering (MRE).

The following guidelines shall be applied:

- The life of the proposed works, and the residual value at the end of the life, shall be determined.
- The economic and financial analyses shall compare the benefits and costs of the project alternatives (the “with project” case) over the project life against projected conditions if no project were implemented (the “without project” case). Careful analysis is needed to define both cases.
- For economic analysis, nominal costs and benefits shall be converted to an economic basis by removing taxes and duties and applying shadow prices where appropriate.
- The construction cost, O&M cost, safety cost etc. shall be calculated over the construction and operating life of the project to generate the cost stream.
- Benefits shall be calculated over the operating life of the project to generate the benefit stream.
- Both cost and benefit streams shall be discounted and converted into present values using the discount rate specified by GoN.
- The economic indicators normally used to evaluate and compare alternatives shall be economic internal rate of return (EIRR), benefit-cost ratio (B/C), net present value (NPV) and incremental NPV.
- Where there shall be uncertainty on cost and benefit streams, sensitivity analyses shall be carried out for 25% increase in construction costs, 100% increase in maintenance cost, 20% reduction in user costs, 30% reduction in growth of benefits

#### Economic and Financial Analyses

  
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The following guidelines shall be applied:

- The life of the proposed works, and the residual value at the end of the life, shall be determined.
- The economic and financial analyses shall compare the benefits and costs of the project alternatives (the “with project” case) over the project life against projected conditions if no project were implemented (the “without project” case). Careful analysis is needed to define both cases.
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- Both cost and benefit streams shall be discounted and converted into present values using the discount rate specified by GoN.
- The economic indicators normally used to evaluate and compare alternatives shall be economic internal rate of return (EIRR), benefit-cost ratio (B/C), net present value (NPV) and incremental NPV.

### 3.6 Report submission of Phase A

The consultant shall have to submit a report covering socio-economic study, traffic study and feasibility study along with **KMZ file** of the Road. After necessary correction and suggestions issued by the Unit, the firm shall start phase B.

### Phase B

#### 3.7 Detailed Engineering Study

The consultant shall coordinate with the respective Road Division/Project and Shadananda Municipality offices prior to commencement of Detail survey. In addition, after completion of the detail survey, the consultant shall request the respective Shadananda Municipality office for certification regarding completion of survey works.

##### 3.7.1 Topography Survey

The detailed Topographic survey of road corridor covering a width of 25m on either side of centreline will be carried out. The density of survey points will be at least 1 point per 25 square metres. Topographic map in 1:1000 should contain details of Survey control points. Settlement with starting and end points, Landslide/Slope instabilities, natural stream and structures.

For existing & new road section, the firm shall perform the task as below, but may not be limited to the following:

- Fixing of road alignment by setting out intersection point (IP) and intermediates points.
- Establishment of Bench Marks (BM):- BM should be established at spacing shouldn't be greater than 500 m interval along the road alignment with RCC pillar post of size 15cm\*15cm\*50cm with M20 or equivalent concrete, nails embedded flushed with top surface and 5cm above the natural ground level. All the reference point and control point should be established on the permanent structure.
- Cross Section shall be taken at LS 15-25 m interval depending upon the terrain and 2.5m interval across the alignment, minimum 25 m both side from the centreline.
- Topographical survey of road in minimum 25m wide strip on either side of the centre line.
- During construction layout, if BM coordinates, reference point and D-card details are deviate from design, the consultant must be liable to layout these details.

##### 3.7.2 Engineering Study and Inventory Survey

- Road Inventory Survey

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- + Sub grade Condition Survey (Visual Survey)
  - + Existing structure Survey
  - + Side drains requirements Survey (L-drain, catch drain, intercepting drain etc.)
  - + Cross drainage requirements Survey (Culverts, bridge, aqueducts etc.)
  - + Retaining and protection work requirements Survey (retaining wall, breast wall, drops, cascade, benching etc.)
  - + Land use Survey
  - + The locations of settlements off the road structures electric poles, streams, and water taps within the area of the plan.
  - Construction Materials Survey
    - + Identification of potential sources (quarry sites, min 2 site)
    - + Investigation of existing road materials on sites.
- The firm shall perform the 2 set of Los Angeles Abrasion Test and Impact value test (in authorised lab) of the potential quarry material proposed for sub-base, base and chips.
- Geological and Geotechnical Survey
  - + General geology of the region, project area and the proposed road corridor shall be described and a geological map of the area be presented along with identification of major features, pertinent to the project.
  - + Nature, type and structure and surface soil of the area need to be clearly identified and further required investigations listed.
  - + Whenever applicable, slope stability analyses of the representative site need to be carried out and the finding and recommendation be given
  - + The location of debris flow and other possible obstruction to the road alignment.
  - + For existing road section, the firm shall perform DCP test of existing subgrade at 500m interval and conformity CBR should be conducted in laboratory.
- Hydrological and Meteorological Studies
  - + All relevant meteorological (Rainfall and Temperature) data and recommendation shall be presented.
  - + Study of the river and river system: The river system of the area shall be described in the report. Preferably a river system map of the catchment's area and beyond (whenever applicable) shall be produced.
  - + At least one cross-section of river at each crossing shall be produced. In the cross section all bed and bank characteristics shall be mentioned.
  - + Assessment of flood pattern and preliminary estimation of discharges shall be carried out. Similarly, expected HFL shall be fixed as far as applicable
  - + Information necessary for the design of the side drain and protection works as well as preliminary design of cross drainage structure shall be produced.

### 3.7.3 Design and Drawings

The design standard to be adopted for the detailed design shall be "Nepal Road Standard (2070) "& based on traffic volume and possible network importance but for minimum two lane standard. The design standard shall be finalized in close coordination with the Unit.

  
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## Design of Road

- Calculate and plot the reduced ground level of longitudinal and cross section.
- Design the most economical road profile by balancing the volume of cut and fill to the nearest. (mass haul diagram)
- Design Horizontal and Vertical Curves.
- Design of grade and geometry of existing road that needed to be improved
- Design of sub-base for earthen road section based on DCP value.
- Appropriate Design of Pavement layer as per site condition, availability of material and equipment using minimum three standard methods and recommendation can be done for any other special condition if required.
- Design of appropriate road side structures and facilities
- Design of road safety facilities and structures.
- Design of the retaining structure (retaining wall, breast wall, Rcc wall etc. according to site condition)
- Design of drainage (side drain, drop, cascade etc.) and minor cross-drainage structure (Hume pipe culvert, slab culvert etc.)

## Engineering Drawings Details

The firm will prepare the following plans and working drawings on suitable reports material using the format and title sheets as required by the engineer in charge.

- + Locality map (sometimes called a “key map”) showing the location of the works in relation to the region/district/municipality/VDC commonly at a scale of 1:2,500,000.
- + Site plan (sometimes called "index map") showing the project and its immediate neighborhood including the important physical features such as hills, rivers, tracks, etc. It may be to a scale of 1:50,000. The locality map and site plan are commonly drawn on a single sheet.
- + Map showing complete alignment with Kilometre, names of area, land use, village, VDC, municipalities, name of natural drainage etc.
- + Location Map showing linkage of the road with surrounding road network.
- + Map showing survey and design status of the complete road, intersection points, Benchmarks and other references points.
- + Plan with Topographical Map, Profile (Longitudinal Section) and Cross- Section in the following Scale.
  - ☐ Plan - 1:1000
  - ☐ Horizontal Profile - 1:1000
  - ☐ Vertical Profile - 1:200
  - ☐ Cross Section - 1: 200
- + Plans and profile of the road shall contain contour along with details of geometry viz. horizontal alignment with coordinates of IP, deflection angle, IP to IP distances, Chainage of IP, curve data etc. names of VDC or municipalities, forest, land use pattern, cross drainage structure, retaining and protection structure required or as directed by Engineer in charge.

  
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- + Standard charts of mentioned cross drainage structures, retaining/Brest wall and protection works, side drain, typical cross section of the road according to types of soil, passing zone(if provided), hairpin bend (If provided)
- + D-card, Topo-Map (all coloured), legend of drawings, KMZ files etc. directed by Engineer in charge.

### 3.7.4 Preparation of Engineering Cost Estimate

- o The quantities of the civil works shall be computed on the basis of the detailed plan, design profiles and cross-sections following the standard methods of measurement.
- o The rate analysis for the civil engineering items will be made following the unified norms and market prices of construction materials, labor and equipment hiring rates.
- o The cost shall also incorporate the cost for implementation of Environmental Mitigation Measures.
- o The rates for civil engineering items shall be verified with the mean rates of prevailing contract prices of the last 5 years in the sector and geographical region.
- o The costs will be broken down into local and foreign currency components. It will also be further broken down into direct cost, taxes, physical and price contingencies.
- o The work may require a range of skills and expertise that a single contractor may not have.
- o The firm and implementing agency shall consider all practical combinations of contract packages and decide the preferred combination based on their expert judgment and consideration of supervision and administration costs.

### 3.7.5 Bill of Quantities (BOQ)

Each item shall be clearly described and corresponding clauses of the standard and special specifications shall be referenced to allow the contractor to easily find the corresponding specification. The BOQ may be broken down into different types of works and shall clearly provide for VAT and contingencies.

### 3.7.6 Preparation of the Programme

The programme shall include the duration of activities and critical milestones on the following activities:

- o Pre-construction activities of the implementing agency
- o Consultancy services
- o Construction of works.

For each construction package, detailed work schedules shall be developed which shall include the durations and milestones for the following activities.

Depending on the number of work packages, there may exist a number of parallel activities to be undertaken simultaneously and hence a critical path network may be developed which will include the following aspects:

- o Definition of tasks/activities and their types
- o Estimated duration of each of the task/activity
- o Definition of task dependency relations
- o Assignment of lead and lags on such dependencies
- o Built in slack
- o Identification of critical and near-critical paths.

The critical path network shall be drawn indicating all the tasks along with their durations and floats and highlighting the critical path.

  
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### 3.7.7 Development of Project Objectives and Scope

The development of the project objectives shall be based on the sector policies of GoN requirements. Usually a single principal objective shall be stated with a number of specific sub-objectives. A logical framework approach shall be used to develop the goals and objectives for the project. While developing the objectives of the project, it is useful to refer to ex-post evaluation reports of similar projects in order to benefit from the lessons learned and recommendations coming out of earlier projects. The policy statement of the NPC states that “all proposals for all new development projects funded by foreign donor agencies and all central level development projects funded by GoN shall include a logical framework from the beginning of fiscal year 2000/2001”. An example of the proposed logical framework is presented below:

Project Title			
Narrative Summary	Indicators (OVI)	Means of Verification (MOV)	Key Assumptions
Goal :			
Purpose :			
Outputs :			
Activities :			
Inputs:			

The key elements of the logical framework approach are briefly discussed below:

**Goal:** The ultimate goal or rationale of the project to which the specific project will contribute. The goal may be sectoral or area specific.

**Purpose:** The immediate objectives of the project. It is recommended that each project component shall have only one primary objective.

**Outputs:** The specific result to be produced by each project component i.e. the project “deliverables”.

**Activities:** The activities that have to be undertaken by the project in order to produce the outputs.


**Inputs:** The resources needed to implement activities. The inputs of a project are people, budget, materials and information.

**Objectively Verifiable Indicators (OVI):** A set of criteria presented in terms of quantity, quality, time and cost which will indicate in concrete terms that the expected results are achieved. The indicators shall be presented in measurable terms stating baseline and target values as well as the time frame for their achievement.

**Means of Verification (MOV):** The monitoring mechanism in a project such as specific reports and site visits by the Project Manager, donor or other monitoring agencies.

**Key Assumptions:** External conditions that could affect the progress or success of the project and which are outside of the control of the project. If these conditions change, they may adversely affect the delivery of project objectives. They shall be considered as the risk associated with the project and shall be evaluated separately.

### 3.7.8 Submission of Detailed Report

  
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The firm shall submit draft report covering the entire task performed in details. The minimum volume of the report shall be:

- Volume 1 : Main Report
- Volume 2 : Drawing

All the photograph of BM, IP references, specific features shall be clearly mentioned in the report.

The Firms shall present the report, prior to the submission of the final report. They shall review the issues raised during the presentation while finalizing the report and make necessary amendments/corrections if needed. The date and venue of the presentation shall be determined by mutual agreement between the PMEUE and the firms. Maximum 10 no. of DoR personnel shall attend the presentation. The cost of such presentation shall be borne by the firms.

### 3.7.9 Coordination for Construction Survey:

The consultant shall coordinate along with necessary technical support with respective Division/Project office during implementation of the works.

## 4. REPORT OBLIGATIONS.


The firm shall submit the following reports in English.

- (a) One Copy of draft report with original photos and maps
- (b) Two copies of final report with original photos and maps.

## 5. WORKING TEAM

The working team for field and office works shall necessarily consist of the following Key Professional Personnel together with adequate supporting manpower.

SN	Position	No. of persons	Minimum Years of Experience	Required Qualification
I.				
1	Highway/Transport Engineer	1	5 Years	Master's degree in Highway/ Transportation Engineering or equivalent with minimum 5 years of general and 3 year of Specific experience in relevant field.
2	Environmental/ Forestry Specialist/ Ecologist	1	3 to 5 Years	Master's degree in Environmental Engg./ Environment Science and related degree with minimum 5 years of general and 3 year of Specific experience in relevant field.
3	Geologist/ Geotechnical Engineer	1	3 to 5 Years	Master's degree in Geology/ Eng. Geology/ Geo Technical Engineering with minimum 5 years of general and 3 year of Specific experience in relevant field.
5	Structural Engineer	1	3 to 5 years	Master's degree in Structural Engineering minimum 5 years of general and 3 year of Specific experience in relevant field.

  
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6	Hydrologist	1	3 to 5 years	Master's degree in Hydrology and related degree with minimum 5 years of general and 3 year of Specific experience in relevant field.
7	Socio-Economist	1	3 to 5 Years	Master's degree in Economics/ Sociology/ Social Development Studies/ Anthropologist and related degree with minimum 5 years of general and 3 year of Specific experience in relevant field.
<b>II.</b>				
8	Sub Engineer	1	3 to 5 Years	Diploma Degree in Civil Engineering with minimum 5 years general experience/ 3 years specific experience in the relevant field.
9	Drafts person	1	3 to 5 Years	Diploma Degree in Civil Engineering with minimum 3 years general experience/ 1 year's specific experience in the relevant field.
10	Surveyor	1	3 to 5 Years	Diploma or equivalent in the relevant field with minimum 2 years' experience in the relevant field.
11	Supporting staff : Office Administrator/ Computer Operator	2	1 to 2 Years	Experienced in their respective field

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**Sabhapokhari Rural Municipality**  
**OFFICE OF THE RURAL MUNICIPAL EXECUTIVE**  
**Barhabise, Sankhuwasabha**  
**Province No 1, Nepal**

**Terms of Reference (ToR)**

**For**

**Preparation of Detailed Project Report of Park, Picnic Spot, Tourist Area, Sabhapokhari**

**2079**

  
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## 1. Background:

The Sabhapokhari Rural Municipality, Barhabise, Sankhuwasabha is assigned to build the Preparation of Detailed Project Report of Baula Thumka Paryatakiya Chhetra Tatha Sahid Smriti Park, Dumsikut Picnic Spot, Silsile Park & Pawa Bastola Gufa Danda Paryatakiya Chhetra Nirman, Sabhapokhari in FY 2079/80. The Sabhapokhari Rural Municipality, Barhabise, Sankhuwasabha Office requires procurement of consulting services for the Survey, Design and Preparation of detailed Architectural and Engineering drawings of the aforementioned Area.

## 2. Objectives:

The objective of the assignment is to prepare the Master Plan with Drawings, Design, Cost Estimate, Rate Analysis etc for the Preparation of Detailed Project Report of Baula Thumka Paryatakiya Chhetra Tatha Sahid Smriti Park, Dumsikut Picnic Spot, Silsile Park & Pawa Bastola Gufa Danda Paryatakiya Chhetra Nirman, Sabhapokhari. However following objective fulfill the proposed study:

- To carry out detailed topographic survey and map of the areas (in appropriate scale)
- To prepare master plan with all physical infrastructures required in those Area.
- The detailed master plan would include detailed engineering survey and design for all the components of infrastructures.
- To design the infrastructure depicting the local architecture and using local construction technology and materials. Drawings of infrastructures should include Plan, Section, Elevation and Perspective view in color format along with soft copies.
- To prepare cost estimates of the project.
- Preparation of schematic drawings, 3D Master plan, cost estimate and Infrastructure development plan

## 3. Outputs:

The expected outputs are as follows:

### 3.1 Engineering Survey and Survey Drawings:

The consultant in consultation with the Sabhapokhari Rural Municipality, Sankhuwasabha, Owner of the Site & should carry out engineering survey of the site. The consultant shall prepare topographic map of the site. The contour interval shall be between 1m and 0.5m as per site condition and the instruction of Saabhapokhari Rural Municipality, Sankhuwasabha. The topographic map shall be consistent with cadastral map accompanied with all details in the site.


### 3.2 Master Plan:

The consultant in consultation with the Sabhapokhari Rural Municipality, Sankhuwasabha, related organizations and local people & should prepare master plan of the main Area and other additional Structures like Gardening, Entrance Gate, Recreation area, compound wall, Main Office, Foot Track, Market Management, Vehicle Parking etc (as per requirement), and landscaping of the site in suitable scale.

### 3.3 Architectural Design and Working Drawings:

The consultant in consultation with the Sabhapokhari Rural Municipality, Sankhuwasabha, related organizations and local people & should prepare architectural design and drawings of the Area, and conceptual plans of the other additional Structures like Gardening, Entrance Gate, Recreation area, compound wall, Main Office, Foot Track, Market Management, Vehicle Parking etc (as per requirement), and landscaping of the site. The Consultant should prepare details of working drawings of proposed structures, acceptable to Sabhapokhari Rural Municipality, Sankhuwasabha, in suitable and presentable scales (architectural drawing in 1:100 or 1:50 and other details in the range of 1:5 to 1:20 or as per division office institution). The architectural details should also be in compliance with NBC 106:2003 regarding the provisions for physically disabled people.

The consultant shall also prepare three dimensional views of the design using Sketchup or similar software.

  
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### 3.4 Structural Design and Detail Working Drawings:

The consultant should develop detailed structural analysis (if needed) and prepare working drawings showing all necessary details required for construction. Such details should be in full compliance with the requirements of NBC 105, SP34 and IS1893:2002. The consultant should submit Hard & soft copy of structural analysis & other related documents.

### 3.5 Preparation of Technical Specification

The Consultant should prepare technical specification of civil works which are specific to the project and which are not included in the standard specification of the Sabhapokhari Rural Municipality, Sankhuwasabha.

### 3.6 Quantity Estimate, Cost Estimate and BoQ.

The consultant is required to prepare a detailed quantity, and cost estimate of civil, electrical and bill of quantities. The cost estimate should be based on Government norms (SM/DUDBC Norms), rate analysis and approved rate for construction materials of the district. The consultant should seek approval from the Sabhapokhari Rural Municipality, Sankhuwasabha for the items/ materials which are not included in norms for rate analysis.

## 4. Scope of Work:

The major scope of work comprised developing of Baula Thumka Paryatakiya Chhetra Tatha Sahid Smriti Park, Dumsikut Picnic Spot, Silsile Park & Pawa Bastola Gufa Danda Paryatakiya Chhetra Nirman, Sabhapokhari along with the design and estimate.

Carry out Desk Study/Review of Existing site as well as practices.

- Detailed Topographic survey of the study area with existing structures i.e. temple status, natural and manmade structures and infrastructures.
- Preparation of master plan and prioritization of infrastructure development with reference to the Information gathered from primary and secondary data

. All design works should strictly be in compliance with Nepal National Buildings Code (NBC), 2060.

## 5. Methodology of work

To achieve the objectives stipulated, the consultant need to adopt the following steps of the methodology.

### 5.1 Desk Study

A Desk Study need to be carried out, collecting all data, maps and other information relevant to park design for planning of further field survey and investigation works as well as detailed design and checked the actual area of the plot.

### 5.2 Field survey and study

It is the important part of the study. During the field study existing situation of the project area have to be visualized to perceive the ground reality. In order to guarantee the accuracy of survey work, the proper survey procedure has to be carried out.

  
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### 5.3 Opinion Survey, Discussion and Meeting

To get the clear idea about the perception of the municipality and the stakeholder's local people etc. should be carried out. The interaction with the mentioned personnel will help to know the main requirements, amenities that has to be provided in the design. During the course of the study, opinion surveys and interviews with concerned stakeholders should be carried out to find out the problems, needs and suggestions for effective concept of spatial requirement and functional flow.

### 5.4 Analysis and Synthesis

The data information collected during desk study and field survey/investigation has to be compiled and based on the analysis of primary and secondary data, field data and information, it was interpreted in the master plan.

### 5.5 Detail Master Plan Preparation

The concept plan of the proposed assignment will be finalized with Sabhapokhari Rural Municipality, Sankhuwasabha and local stakeholders. After that, the detail design has to be prepared based upon the field survey and as per the requirement. The drawings prepared has to be in appropriate scale.

## 6. Personnel Requirements:

The consultant should provide and manage a work team comprising of the following professionals to accomplish the proposed assignment. The required number of manpower and man-month should be in accordance with work schedule and manning schedule:

SN	Position	No. of persons	Minimum Years of Experience	Required Qualification
<b>I.</b>				
1	Team Leader (Master's in Urban Planning/Tourism Expert)	1	5 Years	Master's degree in Tourism/ Urban Planning/Architecture or equivalent with minimum 5 years of general and 3 year of Specific experience in relevant field.
2	Geotechnical Engineer	1	3 to 5 Years	Master's degree in Geotechnical Engineering/ Geology with minimum 5 years of general and 3 year of Specific experience in relevant field.
3	Hydrologist	1	3 to 5 Years	Master's degree in Water Resources/ hydrology with minimum 5 years of general and 3 year of Specific experience in relevant field.
5	Architect	1	3 to 5 years	Bachelor's degree in Architecture minimum 5 years of general and 3 year of Specific experience in relevant field.
6	Civil Engineer	1	3 to 5 years	Bachelor's degree in Civil Engineering with minimum 5 years of general and 3 year of Specific experience in relevant field.
<b>II.</b>				

*[Signature]*  
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8	Sub Engineer	1	3 to 5 Years	Diploma Degree in Civil Engineering with minimum 5 years general experience/ 3 years specific experience in the relevant field.
9	Drafts person	1	3 to 5 Years	Diploma Degree in Civil Engineering with minimum 3 years general experience/ 1 year's specific experience in the relevant field.
10	Surveyor	1	3 to 5 Years	Diploma or equivalent in the relevant field with minimum 2 years' experience in the relevant field.

The team should also consist of supporting technical and non-technical staffs.

#### 6. Work Schedule:

The work shall be completed within 1.5 months from the date of agreement. The consultant is thus instructed to prepare their work schedule accordingly.

#### 7. Reporting Requirements:

The Consultant shall prepare and submit the reports as specified below. Auto Cad Software should be used to prepare all drawings. All reporting shall be in English and in the metric system except as otherwise mentioned. Inception, draft and final reports should be submitted to Sabhapokhari Rural Municipality, Sankhuwasabha as specified below. Reports and drawings should be submitted in A4 and minimum A3 sized of papers respectively. 2 Sets of final drawing need to submit in A3 size. The final report must also be submitted in digital format.

##### 7.1 Draft Report:

Draft report shall contain all the working drawings (architectural, structural, electrical and utilization system) and relevant details including design calculation, 3-D views. The consultant should submit 1 set hard copies + 1 e-copy of the report within 1 months after date of agreement. This report is to be presented in the Sabhapokhari Rural Municipality, Sankhuwasabha in presence of professional and concerned officials comprising experts for discussion, comments and suggestions. Date and time of presentation shall be mutually finalized by Sabhapokhari Rural Municipality, Sankhuwasabha and the Consultant.


##### 7.2 Final Report:

The final report should incorporate comments and suggestions on the draft final report. The consultant should also submit a digital copy in CD/PenDrive with final report including aforementioned drawings. The final report should be submitted in 2 sets hard copies + 1 e-copy (one set original and two sets in B/W) within 2 months from work order date/date of agreement. 2 sets hard copies + 1 e-copy of final drawing need to submit in A3 size.

The consultant should also produce other relevant reports to the Sabhapokhari Rural Municipality, Sankhuwasabha as and when necessary.

#### 8. Capacity: (if required)

Consultant should involve one technical staff (if necessary) from Sabhapokhari Rural Municipality, Sankhuwasabha from the beginning of the project. Such staff will just guide you in the project.


  
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### 9.Payment Schedule:



Payments should be made by Sabhapokhari Rural Municipality, Sankhuwasabha upon the submission of Consultant's invoices according to the following schedule:

<b>Mode of Payment</b>	<b>Percentage</b>
1. First installment after the submission of Draft Final Report and Presentation	80
2. Final installment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR.	20

  
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## PART II

### Section 8. Conditions of Contract and Contract Forms

#### Foreword

1. Part II includes standard Contract forms for Consulting Services (a Lump-Sum Contract).
2. **Lump-Sum Contract:** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.


  
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# STANDARD FORM OF CONTRACT

## Consultant's Services


### LUMP-SUM FORM OF CONTRACT

  
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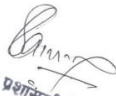
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## Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

  
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## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

**Project Name :-** Preparation of Detailed Project Report of Administrative Building, Health Post, School Building, Park, Picnic Spot & Tourism Area

**Contract No.:-** RFP/SPRM/DPR/01/079/80


**between**

Sabhapokhari Rural Municipality  
Office Of The Rural Municipal Executive  
Barhabise, Sankhuwasabha  
Province No. 1, Nepal

**and**

\_\_\_\_\_  
[Name of the Consultant]

**Dated:** \_\_\_\_\_

  
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## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has applied for] a loan [or grant or financing] from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Donor, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

[**Note:** Include Clause (c) only in case of donor-funded projects.]

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices: : [**Note:** If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A:	Terms of Reference
Appendix B:	Key Experts
Appendix C:	Breakdown of Contract Price
Appendix D:	Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify “Not Applicable” for GoN funded projects]
Appendix E:	Medical Certificate
Appendix F:	Minutes of Negotiation Meetings

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In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner].*

For and on behalf of each of the members of the Consultant


*[Name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

*[Name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

*[add signature blocks for each member]*

  
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## 1. Definitions

# II. General Conditions of Contract

## A. GENERAL PROVISIONS

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Development Partner.
- (d) “Client” means [procuring entity/the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Development Partner (DP)” means the country/institution funding the project **as specified in the SCC**.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of Nepal (GoN).
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

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- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of Nepal (NPR).
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

**4. Language**

4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.


6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

**8. Authority of Member**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize

  
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in Charge

the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Corrupt and Fraudulent Practices**

10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.

**a. Commissions and Fees**

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

**12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

**14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC** or such other time period as the Parties may agree in writing.

**15. Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**16. Modifications or Variations**

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**17. Force Majeure**

**a. Definition**

17.1. For the purposes of this Contract, "Force Majeure" means an event which is

  
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beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.


17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**d. Extension of Time (EoT)**

17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case

  
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the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

- (a) the consultant had made the best possible efforts to complete the work in due time ,
- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

## 18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 19. Termination


19.1 This Contract may be terminated by either Party as per provisions set up below:

### a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices,

  
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**b. By the Consultant**

in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.


**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

  
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## C. OBLIGATIONS OF THE CONSULTANT



### 20. General

#### a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

#### b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.


### 21. Conflict of Interests

#### a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.


21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of

  
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the GoN(or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, 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.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
  - after the termination of this Contract, such other activities as may be specified in the SCC
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
- 22. Conduct of Consultants**
- 22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
- give or propose improper inducement directly or indirectly,
  - distortion or misrepresentation of facts
  - engaging or being involved in corrupt or fraudulent practice
  - Interference in participation of other prospective consultants.
  - coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
  - collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
  - contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract
- 23. Confidentiality**
- 23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential

  
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#### **24. Liability of the Consultant**

information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

#### **25. Insurance to be Taken out by the Consultant**

25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

#### **26. Accounting, Inspection and Auditing**

26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

26.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC 26.2 constitute a prohibited practice subject to contract termination.


#### **27. Reporting Obligations**

27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

#### **28. Proprietary Rights of the Client in Reports and Records**

28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents

  
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## 29. Equipment, Vehicles and Materials

and software, if any, shall be specified in the SCC.

29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

### 30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

### 31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### 32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.


32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## E. OBLIGATIONS OF THE CLIENT

### 33. Assistance and Exemptions

33.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

  
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- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

#### **34. Access to Project Site**

34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

#### **35. Change in the Applicable Law Related to Taxes and Duties**


35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1.

#### **36. Services, Facilities and Property of the Client**

36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

#### **37. Counterpart Personnel**

37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with

  
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the Consultant's advice, if specified in **Appendix A**.

37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2

37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

### 38. Payment Obligation

38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

#### F. PAYMENTS TO THE CONSULTANT

### 39. Contract Price

39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

### 40. Taxes and Duties

40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

### 41. Currency of Payment

41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.


### 42. Mode of Billing and Payment

42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

42.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

42.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the

  
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submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### 43. Retention

43.1. The Client shall retain from each payment due to the Consultant the proportion **stated in the SCC** until Completion of the whole of the Works.

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

#### 44. Interest on Delayed Payments

44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

#### 45. Liquidated Damages

45.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

### G. FAIRNESS AND GOOD FAITH


#### 46. Good Faith

46.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### H. SETTLEMENT OF DISPUTES

#### 47. Amicable Settlement

47.1 The Parties shall use their best efforts to settle amicably all disputes

  
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arising out of or in connection with this Contract or the interpretation thereof.

47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.

#### 48. Dispute Resolution

48.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.


#### I. BLACKLISTING

#### 49. Blacklisting

49.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

49.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.

  
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### III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]


Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is _____</b></p> <p>_____ [insert name of the member]</p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> [name, title] _____</p> <p><b>For the Consultant:</b> [name, title] _____</p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be _____</b> [insert time period, e.g.: four months].</p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be _____</b> [e.g.: ten].</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be _____</b> [insert time period for the Services, e.g.: twelve months].</p>

*[Signature]*

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21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	<p><b>No additional provisions.</b></p> <p>[OR</p> <p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p>(a) <b>Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</b></p> <p>(i) <b>for any indirect or consequential loss or damage; and</b></p> <p>(ii) <b>for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</b></p> <p>(b) <b>This limitation of liability shall not</b></p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</p>
25.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>[Note: Delete what is not applicable except (a)].</p> <p>(a) <b>Professional liability insurance, with a minimum coverage of</b> _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;</p>

  
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	<p>and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
28.1	<p>[Note: If applicable, insert any exceptions to proprietary rights provision_____]</p>
28.2	<p>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</p> <p>[The Consultant shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p>OR</p> <p>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
33.1 (a) through (f)	<p>[Note: List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]</p>
33.1(g)	<p>[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(g).]</p>
39.1	<p><b>The Contract price is:</b> _____ [insert amount and currency for each currency] [indicate: <b>inclusive</b> or <b>exclusive</b>] of <b>Value Added Tax (VAT)</b>.</p> <p><b>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall</b> [insert as appropriate: <b>"be paid"</b> or <b>"reimbursed"</b>] <b>by the Client</b> [insert as appropriate: <b>"for"</b> or <b>"to"</b>] <b>the Consultant.</b></p>
42.2	<p><b>The payment schedule:</b></p> <p>[Note: Payment of installments shall be linked to the deliverables specified in the</p>

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	<p>Terms of Reference in Appendix A]</p> <p><b>1<sup>st</sup> payment:</b> [insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 42.2.1]</p> <p><b>2<sup>nd</sup> payment:</b> _____</p> <p>.....:</p> <p><b>Final payment:</b> _____</p> <p>[<b>Note:</b> Total sum of all installments shall not exceed the Contract price set up in SCC39.1.]</p>
42.2.1	<p>[<b>Note:</b> The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance payment bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>[<b>Note:</b> Advance payment provision can be included only for donor funded projects according to their guidelines. There is no provision of advance payment to consultant in the public procurement act/regulation. In case of GoN funded project, insert "Not Applicable" in place of the above text.]</p>
42.2.4	<p><b>The accounts are:</b></p> <p>for foreign currency: [insert account].</p> <p>for local currency: [insert account].</p>
43.1	The proportion of payments retained is: .....
44.1	<b>The interest rate is:</b> [insert rate].
45.1	<p>The liquidated damage is: 0.05% per day.</p> <p>The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.</p>
48.	<p><b>(a) Contracts with foreign consultants:</b></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3)</p>

  
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	<p>arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<b>Note:</b> If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<b>Note:</b> If the Consultant</p>

  
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	<p>consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p><b>(b) Contracts with domestic consultants:</b></p> <p>Arbitration shall be conducted in accordance with Nepal Arbitration Act</p>

  
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## IV. Appendices



### APPENDIX A – TERMS OF REFERENCE

[**Note:** This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

### APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/from the Client's country; public holidays etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours (total 40 hours a week). ]

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made. }

*[Signature]*  
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**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name and Title: \_\_\_\_\_



**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE***[See Clause GCC 42.2.1]***Bank Guarantee for Advance Payment****Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** \_\_\_\_\_ *[name and address of Client]***Date:** \_\_\_\_\_ *[insert date]***ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ *[insert date]* with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* () *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

*[Signature]*  
प्रमुख प्रशासकीय अधिकृत



amount of the advance payment, or on the \_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.



This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

  
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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

## APPENDIX E – MEDICAL CERTIFICATE



*[Signature]*  
प्रमुख प्रशासकीय अधिकृत



**APPENDIX F –MINUTES OF NEGOTIATION MEETINGS**



*[Signature]*  
प्रमुख प्रशिक्षक/अधिका