

Request for Proposals

**Preparation of Detail Project Report of Tamakoshi Fulapa
Dolakhabesi Lift Irrigation Project
Bhimeshwar Municipality-2,**



**Bhimeshwar Municipality
Office of the Municipal Executive
Bagmati Province, Dolakha, Nepal**



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Section 1. Letter of Invitation

Dear shortlisted Consultants

1. Bhimeshwar Municipality, Office of the Municipal Executive has allocated fund towards the cost of **Consultancy services for Preparation of Detailed Project Report of Tamakoshi Fulapa Dolakhabesi Lift Irrigation Project Bhimeshwar Municipality-2, Bagmati Province, Dolakha** and intends to apply a portion of this fund to eligible payments under this Contract.

2. Bhimeshwar Municipality now invites proposals to provide consulting services for **Preparation of Detailed Project Report of Tamakoshi Fulapa Dolakhabesi Lift Irrigation Project Bhimeshwar Municipality-2**, more details on the services are provided in the attached Terms of Reference.

3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:

4. A consultant will be selected under Least Cost Based Selection (LCBS) and procedures described in this RFP.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

6. Please inform us, upon receipt:

(a) that you received the letter of invitation; and

(b) whether you will submit a proposal alone or in association.

Yours sincerely,



Section 2. Information to Consultants

This Information to Consultants section shall not be modified. Any necessary changes, acceptable to client (GoN) to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 GoN policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
 - b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) 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 of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
 - 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 debar 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 inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- i. If a consultant considers that it does not have all the expertise



for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.

- ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
 - v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
 - ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
 - iii. A description of the methodology and work plan for performing the assignment (Section 3D).
 - iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
 - vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
 - vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
 - viii. Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b)

Financial Proposal



reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

- 3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.
- 3.8 Consultants shall express the price of their services in Nepalese Rupees.
- 3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award

- decisions may result in the rejection of the consultant's proposal.
- Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS))**
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.
- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.
- Public Opening and Evaluation of Financial Proposals (CBS Only)**
- Public Opening and Evaluation of Financial Proposals (QCBS , FBS,LCBS)**
- 5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.
- 5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.
- 5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.
- 5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data



Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered, then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client’s decision provided as per Sub - Clause 7.1 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 Sub Clause 7.1.

- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 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 Chief within 5 days, then the applicant can file a complaint to the Review committee within 7 days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.

9. Conduct of Consultants

- 9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 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 procurement agreement:
 - a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent practice
 - d. interference in participation of other prospective bidders.
 - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - f. 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.
 - g. 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

10. Blacklisting Consultant

- 10.1 Without prejudice to any other rights of the Employer 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:
 - a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
 - b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - c) if it is proved later that the bidder/contractor 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 contract.

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) other acts mentioned in the Data Sheet or SCC

10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.



Information to Consultants

11. Data Sheet

Clause	
1.1	The name of the Client is: Bhimeshwar Municipality, Office of the Municipal Executive, Charikot, Dolakha The method of selection is: LCBS
1.2	The name, objectives, and description of the assignment are: Preparation of Detailed Project Report of Tamakoshi Fulapa Dolakhabesi Lift Irrigation Project, Bhimeshwar Municipality-2 Objectives: As per TOR Description: As per TOR
1.3	A pre-proposal conference will be held: No The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Address Telephone No. :
1.4	The Client will provide the following inputs: As per TOR
1.10	The clauses on fraud and corruption in the Contract are: As per PPMO Guidelines and prevailing procurement laws
2.1	Clarifications may be requested 7 (seven) days before the submission date The address for requesting clarifications is: Bhimeshwar Municipality Kalinchok Rural Municipality Office of the Rural Municipal Executive Sunkhani, Dolakha

3.3	Short listed consultants may associate with other short-listed consultants: No The estimated number of professional staff-months required for the assignment is: As per TOR			
3.4	Training is a specific component of this assignment: No			
3.9	Proposals must remain valid for 75 days after the submission date			
4.3	Consultants must submit one original copy of each proposal			
4.4	The proposal submission address: Bhimeshwor Municipality, Office of the Municipal Executive, Charikot, Dolakha Information on outer envelope should also include: Preparation of Detailed Project Report of Tamakoshi Fulapa Dolakhabesi Lift Irrigation Project Bhimeshwor Municipality-2			
4.5	Proposals must be submitted no later than: As per notice			
5.1	The address to send information to the Client is: Bhimeshwor Municipality, Office of the Municipal Executive, Charikot, Dolakha			
5.3	The number of points to be given under each of the evaluation criteria are:			
	S.N.	A. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL	Score	Detail
		Max Score: 100		
	1.	Consultant's experience Max Score : 25 DRP of Lift water supply/Irrigation projects/Irrigation projects/Water supply projects (1 Project - 5 Marks)	25	
	2.	Methodology and Work Plan in Responding to ToR Max Score: 15	15	
	3	Qualification and technical competence of the proposed key staff for the assignment Max Score : 60	60	
	3.1	Team Leader	20	
		Eligibility		
		Master's degree in Civil/Water Resource Engineering/Structural Engineering experience of Five years (5 marks for Academic qualification & 15 marks for experience; 1 mark for each year)		
	3.2	Environmental Expert	10	
		Eligibility		

		Minimum Master's degree in Environment Science or Environmental Engineering with minimum experience of 3 years (3 marks for Academic qualification & 7 marks for experience; one mark for each year)			
	3.3	Civil Engineer	20		

		<i>Eligibility</i>			
		Minimum Bachelor degree in Civil Engineering with minimum 3 years' experience (5 marks for Academic qualification & 7 marks for experience; two mark for each year)			
	3.4	Architect	10		
		<i>Eligibility</i>			
		Bachelor Degree in Architect with minimum experience of 3 years (4 marks for Academic qualification & 6 marks for experience; one mark for each year)			
	Maximum points to be awarded = 100 Minimum points to secure to qualify = 80 Note: Copy of specified qualification documents should be submitted to obtain the score in evaluation. No score only for academic qualification is given for less than specified years of experience.				
5.4	The financial proposal is evaluated as Least Cost Based Selection.				
6.1	The address for negotiations is:				
7.6	The assignment is expected to commence on: As per ToR				

Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal Submission Form
- 3B. Consultant's References
- 3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client
- 3D. Description of the Methodology and Work Plan for Performing the Assignment
- 3E. Team Composition and Task Assignments
- 3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff
- 3G. Time Schedule for Professional Personnel & Work Schedule

3A. Technical Proposal Submission Form

To: *Bhimeshwor Municipality
Office of the Municipal Executive
Bagmati Province, Charikot, Dolakha,*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ***Preparation of Detailed Project Report of Tamakoshi Fulapa Dolakhabesi Lift Irrigation Project, Bhimeshwor Municipality-2*** in accordance with your Request as per notice published. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Authorized Signature:

3B. Consultant's References

Relevant Services Carried Out That Best Illustrate Qualifications.

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: DPR of Lift Irrigation		Country: Nepal
Location within Country:		Professional Staff Provided by Your Consultant/Entity(pro files): As ToR
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment: 2 Months
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services NRs.
Name of Associated consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Team Leader :		
Narrative Description of Project: : Survey, Design, Drawing, Report		
Description of Actual Services: DPR of Lift Irrigation		

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client

On the Terms of Reference:

1. Client need be more helpful in order to complete documentary project.
2. Client's effective involvement is very important to get output.

On the data. Services, and facilities to be provided by the Client:

1. Clear guidelines.
2. Two-way discussion.

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]

Employment Record:

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

Certification:

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

Date: _____

[Signature of staff member]

Day/Month/Year

Full name of staff member: _____

3G. Time Schedule for Professional Personnel

				Weeks (in the Form of a Bar Chart)													
Name	Position	Reports Due/ Activities		1	2	3	4	5	6	7	8	9	10	11	12	Number of Weeks	
																Subtotal (1)	
																Subtotal (2)	
																Subtotal (3)	
																Subtotal (4)	

Full time: _____

Part-time: 3

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name :

Title :

Address :

A. Field Investigation and Study Items

	[1st, 2nd, etc. are weeks from the start of assignment.]												
Activity (Work)	1st	2nd	3rd	4 th	5th	6th	7th	8th	9th	10th	11th	12th	

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Draft Report	
3. Final Report	

Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

To: ***Bhimeshwor Municipality***
Office of the Municipal Executive
Bagmati Province, Charikot, Dolakha

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ***Preparation of Detailed Project Report of Lift Irrigation*** project, Bhimeshwor Municipality-2 in accordance with your Request for Proposal dated Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at *[Amount(s) in words and figures]*.

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.,

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

We remain,
Yours sincerely,

Authorized Signature:

4B. Summary of Costs

Costs	Amount(s)
Subtotal	
Total without VAT	
Value Added Tax	
Total Amount of Financial Proposal	

4C. Breakdown of Price per Activity

Activity No.: _____	Description: _____
Price Component :	Amount(s):
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	

4D. Breakdown of Remuneration per Activity

Activity No. _____		Name: _____		
Names	Position	Input person-month	Remuneration Rate (Rs.)	Amount
Grand Total				

4E. Reimbursable per Activity

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price (Rs)	Total Amount In Rs.
1.	Transportation costs				
2.	Lodging and Fooding				
	Grand Total				

4F. Miscellaneous Expenses

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost	month			
2	Drafting, reproduction of reports	No.			
3	Office rent/accommodation	lump sum			
4	Clerical assistance	lump sum			
5	Equipment: vehicles, computers, etc.	lump sum			
	Grand Total				

Section 5 Terms of Reference

1. Background
2. Objectives
3. Scope of Works
4. Reporting
5. Time schedule
6. Payment schedule
7. Experts



Bhimeshwar Municipality
Office of the Municipal Executive
Charikot, Dolakha
Bagmati Province, Nepal

Terms of Reference (ToR)

For

**Preparation of Detail Project Report of Lift Irrigation Bhimeshwar
Municipality-2**

FY: 2079/80

1. Background

Bhimeshwor Municipality is formed according to constitution of Nepal as an administrative unit in Dolakha district. This municipality was named from the famous religious temple, Bhimeshwor. This municipality is bounded by Kalinchowk and Baiteshwor Rural Municipality in east, Sindhupalchowk District in west, Sindhupalchowk Rural Municipality in north and Sailung Rural Municipality on south. Bhimeshwor Municipality has total area of 132.5 sq km and subdivided into 9 wards. According to CBS, 2078 total population of the municipality is 35122.

This Terms of Reference have been prepared for the preparation of Detail Project Report (DPR) of **Lift Irrigation** at Bhimeshwor Municipality-2, Makaibari Dolakha which focus on the fulfilment of managed irrigation need.

2. Objectives

The prime objective of this assignment is to prepare the DPR, conserving and enhancing the natural beauty of temple area to attract the tourists. The Specific objectives of the Project are:

- To conduct the detailed Survey of the area and find out need of irrigation area.
- To Prepare the Detailed Engineering Design/Drawing and Cost Estimate of engineering structures of the project, all components.

3. Scope of the work

The consultant shall provide high quality professional services for the Detail Project Report (DPR) of Lift irrigation at Bhimeshwor Municipality, Dolakha. The scope of services to be carried out by the Consultant shall broadly include, but not be limited to the following:

- To collect study and review various existing studies plans developed by the various agencies and relevant government departments and institutions.
- To conduct public consultation to achieve people's views and ideas to formulate and receive key policy guidance connected to the project.
- Organize and conduct consultations, meetings, focus group discussions, and interviews with various stakeholders in local communities, to elicit inputs, ideas, opinions and recommendations.
- Topographic survey of area and develop site layout for required infrastructures.
- Collect, analyze, consolidate and prepare reports on consultations, meetings and interviews undertaken and conducted throughout the planning process.

4. Reporting

The consultant shall prepare and submit the reports in following milestone as specified below. All reports shall be prepared in English.

Inception Report

The report shall be submitted in two copies within 7 days from the date of work order. It shall comprise of site visit record, minutes of consultation meeting with stakeholders to finalize the requirements. Also, the clear plan and schedule should be included in this report.

Interim/field Report

The report shall be submitted in two copies. It shall comprise of complete topographic survey data and conceptual master plan including conceptual plans of the proposed structures. It shall be submitted within 15 days from the date of agreement.

Draft Report

The report shall include overall objective met being within the scope of the ToR and thus include the data collected, literature review, data analysis, maps as per the specification of the ToR, findings of all the meetings, seminars and interaction, preliminary design, drawings, cost estimate, the implementing strategy and complete report as per scope and output of ToR in addition to all that of the inception and the field report. The report shall be submitted in two copies. It shall be completed within 1.5 month from the date of work order.

Final Report

The report shall contain same matter as the draft report after incorporation of the comment and suggestion from the Client. The report shall be submitted in three copies and soft copy in CD. Report should be in word and Pdf format and drawing should be in both pdf and Auto-CAD format. Presentation slide also be submitted with final report. It shall be completed within 2 months from the date of work order.

5. Time Schedule

Reports	Date	Number of Copies
Inception Report	Within 7 days from the date of work order	2
Interim Report	Within 15 days from the date of work order	2
Draft Report	Within 1.5 months from the date of work order	2
Final Report	Within 2.0 months from the date of work order	3

6. Payment Schedule

The payments to the Consultant will be made based on the Consultant's invoices and satisfactory performance, in accordance with the following schedule:

S.N.	Installment	Milestone	Payment
1	1st Installment	After submission of the Inception Report	20% of Total cost
2	Final Installment	After submission and acceptance of the Final Report	80% of total cost

7. Expert required

S. N	Position	Quantity	Man Month	Education Qualification and Experience
1	Team Leader	1	2	Education: Minimum Master's degree in Civil/Architectural/Structural Engineering or Urban Planning/ Urban Designing/ Infrastructure Planning Experience: Minimum 5 years of Experience in similar type of planning related works
2	Civil Engineer	1	1	Education: Minimum Bachelor degree in Civil Engineering Experience: Minimum 3 years of Experience in related field.
3	Environmental Expert	1	1	Education: Minimum Master's degree in Environment Science or Environmental Engineering Experience: Minimum 3 years of Experience in Environmental works.
4	Architect	1	2	Education: Minimum Bachelor's degree in Architecture Experience: Minimum 3 years of Experience in landscape designing related work.

CONTRACT AGREEMENT

Preparation of Detailed Project Report of Tamakoshi Fulapa Dolakhabesi Lift Irrigation Bhimeshwor Municipality-2



Bhimeshwor Municipality
Office of the Municipal Executive
Bagmati Province, Dolakha,
Nepal

2079

Contract for Consultancy Service
for
Preparation of DPR
of
Tamakoshi Fulapa Dolakhabesi Lift, Bhimeshwor Municipality-2,
Bagmati Province, Dolakha, Nepal

Between

Bhimeshwor Municipality
Office of the Municipal Executive
Bagmati Province, Dolakha,

and

.....

Date :

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made on day ____ of the month _____ of the year _____ between, on the one hand, Bhimeshwor Municipality, Office of the Municipal Executive (hereinafter called the ‘Client’) and on the other hand, (hereinafter called the “Consultants”).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Service”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Service on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto here by agree to follow:

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 Contracts;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirement
 - Appendix C: Key Personnel and Sub consultants
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) the Consultants 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 Bhimeshwor Municipality, Office of the Municipal Executive Dolakha, Nepal. <i>[Authorized signatory]</i> <i>[Name of authorized signatory]</i> <i>[Title of authorized signatory]</i> _____ Witness 1	For and on behalf of Consultant Nepal. _____
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General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

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

- a. “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;
- b. “Government” means Government of Nepal.
- c. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- e. “GCC” means these General Conditions of Contract;
- f. “Donor” means the organization offering loan, credit or grant to GoN
- g. “Local Currency” means the currency of the Government;
- h. “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- i. “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- j. “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside Nepal; “Local Personnel” means such persons who at the time of being so hired had their domicile inside Nepal; and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a);
- k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- l. “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- m. “Subconsultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;
- n. “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Subconsultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

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

1.4 Language

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.

1.5 Headings

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

- 1.6 Notices**
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.
- 1.6.2 Notice will be deemed to be effective as specified in the SCC.
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.
- 1.7 Location**
- 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 Nepal or elsewhere, as the Client may approve.
- 1.8 Authority of Member in Charge**
- In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives**
- 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 Consultants may be taken or executed by the officials specified in the SCC.
- 1.10 Taxes and Duties**
- Unless otherwise specified in the SCC, the Consultants, Subconsultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.
- 2. Commencement, Completion, Modification and Termination of Contract**
- 2.1 Effectiveness of Contract**
- This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 2.2 Termination of Contract for Failure to Become Effective**
- If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be 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.
- 2.3 Commencement of Services**
- The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.4 Expiration of Contract**
- Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.5 Variation**
- Variation of the terms and conditions of this Contract, including any 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 variation made by the other Party.

2.6 Force Majeure

2.6.1 Definition

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract

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.

2.6.3 Measures to be Taken

- a. 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.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time (EoT)

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 or Client’s failure to provide facilities in time as per the contract

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.

- 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.

2.6.5 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.8 Termination

2.8.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants. (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through

(g) of this Clause GCC 2.8.1, terminate this Contract:

- a. if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 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 Consultants become (or, if the Consultants consist of more than one entity, if any of their 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;
- d. if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- e. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g. if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

2.8.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.8.2, terminate this Contract:

- a. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- b. 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, 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 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or GCC 2.9.2 hereof, the Client shall make the following payments to the Consultants:

- a. remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.8.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, shall settle the dispute pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification,

	respect such customs.
3.1.3 Application of Procurement Law	If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of 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 Consultants in the exercise of such procurement responsibility shall be for the account of the Client.
3.2 Conflict of Interests	
3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.	The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
3.2.2 Consultants and Affiliates Not to Engage in Certain Activities	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	The Consultants shall not engage, and shall cause their Personnel as well as their 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.
3.3 Confidentiality	The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
3.4 Liability of the Consultants	Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
3.5 Insurance to be Taken Out by the Consultants	The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (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 coverages, as shall be 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.
3.6 Accounting, Inspection and Auditing	The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies

thereof as well as to have them audited by auditors appointed by the Client and, where applicable

3.7 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
- b. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract;
- c. any other action that may be specified in the SCC.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants 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 Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.10 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants 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 Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, 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.

4. Consultants' Personnel and Sub consultant

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub consultants as are required to carry out the Services.

4.2 Description of Personnel

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- b. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- c. If additional work is required beyond the scope of the Services specified

in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data .

4.4 Removal and/or Replacement of Personnel

- a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. Obligations of the Client

5.1 Access to Site

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Nepal in respect of which access is required for the performance of the Services. .

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants 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 6.1(b).

5.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. Payments to The Consultants

6.1 Cost Estimates; Ceiling Amount

- a. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- b. Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- c. Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- a. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.
- b. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.

6.3 Currency of Payment

- a. All payments to the Consultant for the performance of the services shall be made in the currency of the GoN.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task. The invoice format shall be as agreed between the client and the consultants.
- c. The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within thirty (30) days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final statement by the Client unless the Client, within such forty-five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) calendar days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- e. All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

6.5 Retention

- a. The Client shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.
- b. One half of the retention shall be repaid by the Client to the consultant at the time of the payment of the Final Bill pursuant to GCC Clause 6.4 (d)
- c. The remainder of the retention shall be paid by the Client to the consultant within 15 days after submission of an evidence document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

6.6 Liquidated Damages

The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion 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.

7. Fairness and Good Faith

7.1 Good Faith

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.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which 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 the Adjudicator by either Party within 15 days after the amicable settlement period of 30 days.

8.3. Appointment of the Adjudicator

- a. The Adjudicator, shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.
- b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request

8.4. Procedures for Disputes

- a. If a dispute is referred to the Adjudicator pursuant to GCC Clause 8,2 then the Adjudicator shall give a decision in writing within 30 days of receipt of a reference of the dispute.
- b. The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Consultant, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.
- c. In case of arbitration, the arbitration shall be conducted in accordance with

- the arbitration procedures published by Nepal Council of Arbitration .
- 9. Remedies for Breach of Contract**
- Without prejudice to any other right of the Client under this Contract, the remedies available to the Client in the event of breach of the Contract by the Consultant are as follows:
- a. rejection of defective performance,
 - b. prompt replacement and correction of defective services,
 - c. application of liquidated damages for delay as per the provision of the Contract,
 - d. termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,
 - e. recovery for consequential damages;
 - f. such other remedies as may be available pursuant to the contract or to applicable law.
- 10. Conduct of Consultants**
- 10.1 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.
- 10.2 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:
- i. gives or propose improper inducement directly or indirectly,
 - ii. distortion or misrepresentation of facts
 - iii. engaging or being involved in corrupt or fraudulent practice
 - iv. interference in participation of other prospective bidders.
 - v. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding
 - vi. 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.
 - vii. 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
- 11. Blacklisting Consultant**
- 11.1 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 without prejudice to any other rights of the Client under rights under this Contract:
- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
 - b) if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - 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 bidder from participating in the contract.
- 11.2 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 bid for a contract during the period of time determined by the PPMO and or the concerned donor agency.