

Request for Proposals

Title of Consulting Services:

Preparation of Periodic Development Plan (PDP) of Phakphokthum RMCP Ilam

RFP no.: 02/075-76

Phakphokthum Rural Municipality
Amchok, Ilam

2075




प्रमुख प्रशासकीय अधिकृत

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Section 1. Letter of Invitation

फाकफोकथुम गाउँपालिका गाउँ कार्यपालिकाको कार्यालय आमचोक, ईलाम

प्रस्ताव पेश गर्ने सम्बन्धी सूचना (प्रथम पटक प्रकाशित मिति: २०७५/७/८)

यस फाकफोक थुम गाउँपालिकाको स्वीकृत वार्षिक कार्यक्रम अनुसार देहायका परामर्श सेवाका कार्यहरु सम्पादन गर्नुपर्ने भएकोले सोको लागि इच्छुक व्यक्ति, फर्म वा संस्थाहरुले प्रस्ताव पेश गर्नका लागि सार्वजनिक खरिद नियमावलीको प्रावधान बमोजिम आह्वान गरिन्छ ।

क्र.सं.	कामको विवरण	कैफियत
१.	गाउँपालिका प्रोफाइल तयार गर्ने कार्य	कार्यशर्त (TOR) बमोजिम
२.	गाउँपालिका यातायात गुरुयोजना (RMTMP) तयार गर्ने	कार्यशर्त (TOR) बमोजिम
३.	गाउँकार्यपालिकाको आवधिक योजना तयार गर्ने	कार्यशर्त (TOR) बमोजिम

तपश्चिल :

- इच्छुक व्यक्ति, फर्म वा संस्थाहरु यस गाउँकार्यपालिकाको कार्यालयमा सूचिकृत हुनुपर्नेछ ।
- सूचिकृत भएको प्रमाणपत्र सहित माथि उल्लेखित कार्य गर्नको लागि आवश्यक लागत अनुमान सहितको आर्थिक र प्राविधिक प्रस्ताव शिलबन्दी खामभित्र राखि पेश गर्नुपर्नेछ ।
- प्रस्ताव पेश गर्दा परामर्श दाता फर्महरुले व्यवसाय दर्ता प्रमाणपत्र/इजाजतपत्र, आ.व. ७४/७५ को करचुक्ता प्रमाणपत्र, मु.अ. कर दर्ता प्रमाणपत्रको प्रतिलिपि, कालो सुचिमा नपरेको स्वघोषणापत्र सहित पेश गर्नुपर्नेछ ।
- आर्थिक तथा प्राविधिक प्रस्ताव सूचना प्रकाशन भएको मितिले १६ औं दिनको १२:०० बजेसम्म पेश गरिसक्नुपर्ने छ । उक्त दिन बिदा पर्ने गणमा सो दिनको भोलिपल्ट कार्यालय समयभित्र पेश गरिसक्नुपर्ने छ ।
- पेश भएका प्रस्तावहरु यो सूचना प्रकाशन भएको मितिले १६ औं दिन २:०० बजे प्रतिनिधिहरुको रोहवरमा खोलिनेछ र प्रस्तावदाता अनुपस्थित भएमा पनि प्रस्ताव खोल्न बाधा पर्ने छैन ।
- यस कार्यालयबाट प्रमाणित नभएका कार्यशर्तको सक्कल, म्याद नाघि आएका वा रीत नपुगेका प्रस्ताव उपर कुनै कारवाही हुनेछैन ।
- प्रस्तावको आधारमा माथि उल्लेखित कार्य गर्न एउटै, संयुक्त वा छुट्टाछुट्टै प्रस्तावको छनौट गरिनेछ । गुणस्तर तथा लागत विधिद्वारा परामर्शदाता प्रतिस्पर्धाबाट छनौट गरिनेछ ।
- प्रस्ताव स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार कार्यालयमा सुरक्षित रहनेछ ।
- यस सूचनामा उल्लेख नभएका कुराहरु प्रचलित ऐन कानून बमोजिम हुने छ । अन्य थप जानकारी आवश्यक परेमा कार्यालय समयभित्र बुझ्न सकिनेछ ।
- उल्लेखित कामको विवरणको TOR कार्यालय समयमा तोकीयको म्याद भित्र रु.१०००।०० तिरी खरीद गर्नु पर्ने छ ।

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Section 2. Information to Consultants

1. Introduction
2. Clarification and Amendment of RFP Documents
3. Preparation of Proposal
4. Submission, Receipt, and Opening of Proposals
5. Proposal Evaluation
6. Negotiations
7. Award of Contract
8. Confidentiality
9. Conduct of Consultants
10. Blacklisting Consultant
11. Data Sheet


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Section 2. Information to Consultants

- 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 licences 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, who 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



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- 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 debarment for corrupt and fraudulent practices issued by GoN in accordance with 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 pursuant to 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. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
 - ii. 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.
 - iii. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - iv. 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).



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**Financial
Proposal**

- v. CVs recently signed by the proposed professional staff and the authorised 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) 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.




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- 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 initialled 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.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.
- Evaluation of Technical Proposals (QCBS,QBS,FBS , LCBS))**
- 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.
- 5.5 Not Applicable
- Public Opening and Evaluation of Financial Proposals**
- 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 days 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.



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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 Not Applicable

5.10 Not Applicable.

5.11 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 (St) and financial (Sf) 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: $S = St \times T\% + Sf \times P\%$. 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.

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.



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- 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 carryout the following acts with an intention to influence the implementation of the procurement process or the procurement 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 bidders.
 - 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 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:
- if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
 - if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - 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
 - if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
 - if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
 - 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

R. DATA SHEET							
Clause Reference							
1.1	The name of the Client is: Phakphok Thum Rural Municipality The method of selection is: QCBS						
1.2	The name, objectives, and description of the assignment are: Name : Preparation Of Periodic Development Plan (PDP)of Phakphok Thum Rural Municipality 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: Phakphok Thum Rural Municipality Address: Amchok, Ilam Telephone No. :9852680783; 9852635222						
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: Office ofPhakphok Thum Rural Municipality						
3.1	Proposals should be submitted in the following language(s): English/Nepali						
3.3	The estimated number of professional staff-months required for the assignment is: As per TOR The minimum required experience of proposed professional staff is: As per TOR Reports that are part of the assignment must be written in the following language(s): English (Executive Summary should be submitted in English as well as Nepali)						
3.4	Additional information in the Technical Proposal includes: As per TOR						
3.9	Proposals must remain valid for 90 days after the submission date						
4.3	Consultants must submit one original copy of each proposal						
4.4	The proposal submission address: Chief Administrative Officer, Phakphok Thum Rural Municipality,Ilam,Nepal Information on the outer envelope should also include : Periodic Development Plan (PDP) of Phakphok Thum Rural Municipality						
4.5	Proposals must be submitted no later than: As per notice						
5.1	The address to send information to the Client is: Office of Phakphok Thum Rural Municipality,Ilam						
5.3	The number of points to be given under each of the evaluation criteria are:						
	<table><tr><th>S.N.</th><th>A. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL</th><th>Score</th><th>Detail</th></tr></table>	S.N.	A. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL	Score	Detail		
S.N.	A. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL	Score	Detail				



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	Max Score: 100		
1.	Consultant's specific experience Max Score : 10	10	
2.	Methodology and Work Plan in Responding to TOR Max Score: 25	25	
3	Qualification and technical competence of the proposed key staff for the assignment Max Score : 60	60	
3.1	Team Leader (Planner)	30	
	Eligibility		
	Masters degree in Urban Planning/Regional Planning or equivalent with Minimum experience of 10 years from Bachelors or 5 years from Masters degree in relevant field		
3.2	Economist/Financial Analyst	10	
	Eligibility		
	-Masters degree in Sociology /economics/Finance or equivalent with 5 year experience in relevant field		
3.3	Sociologist/community development expert/GESI expert	5	
	Eligibility		
	-Masters degree in Sociology /rural development or equivalent with 5 year experience in relevant field		
3.4	Environmental Engineer	5	
	Eligibility		
	-Bachelor degree in environmental science/environmental engineering or equivalent with 5 year experience in relevant field		
3.5	Civil Engineer	5	
	Eligibility		
	-Bachelor degree in civil engineering or equivalent with 5 year experience in relevant field		
3.6	GIS Expert	5	
	Eligibility		
	Bachelors degree in Geo-informatics/ Geomatics or Masters degree in Geography/Geo-informatics/Civil Engineering with training on GIS		
4.	Transfer/ Sharing of Knowledge Max Score: 5	5	

	<p>Maximum points to be awarded = 100</p> <p>Minimum points to secure to qualify = 60</p>
5.10	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration</p> <p>The weights given to the technical and Financial Proposals are:</p> <p>T (Technical Proposal) = 0.8, and</p> <p>P (Financial Proposal) = 0.2</p>
6.1	<p>The address for negotiations is:</p> <p>Office of Phakphok Thum Rural Municipality</p>
7.6	<p>The assignment is expected to commence on : As per notice</p>

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.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

Name and Title of Signatory:

Name of Consultant:

Address:

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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:		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 NRs
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff, 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: _____

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.
- 2.
- 3.
- 4.
- 5.



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

- 1.
- 2.
- 3.
- 4.

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

[Signature of staff member and authorized representative of the consultant] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

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3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)						Number of Months
Name	Position	Reports Due/Activities	1	2	3	4	5	6	
									Subtotal (1)
									Subtotal (2)
									Subtotal (3)
									Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____



(Signature)

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3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	[1st, 2nd, etc. are months from the start of assignment.]					
	1st	2nd	3rd	4th	5th	6th
Activity (Work)						

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Mid-Term Report	
3. Draft Report	
4. Final Report	



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Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Summary of costs.


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4A. Financial Proposal submission form.

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). 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., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

Note: Should enclose in a separate envelope.



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4B. SUMMARY OF COSTS

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

Note; Financial and technical proposal should be enclosed in Separate envelope.


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Section 5 Terms of Reference


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Terms of Reference

For

Preparation of Periodic Development Plan (PDP) of Phakphok Thum Rural Municipality

• BACKGROUND

Nepal possesses plenty of potentials for the prosperity. Its natural diversities and youth dominated population structure are the base of socio-economic growth and transformation. However, large segment of population is poverty-stricken and countryside settlements are far from the reach of basic services including infrastructure facility despite several development efforts. Landless poor in urban and land poor in rural areas are in the centre of plan development for the improvement of their livelihood and overcoming the poverty.

The ultimate goal of development is attainment of sustainable livelihood, improved well-being of people and overcome of poverty. In the absence of better access to the goods and services that they value the same suffers. People's needs for sustainable livelihood and improved well-being are such that they require better access to information, markets and opportunities; they need better access to health, education and other goods and services.

In order to assess the existing situation of the services and facilities, the access situation will be derived from the proper Planning. The access situation of the services and facilities including the infrastructure for the each and every settlement will indicate the interventions to improve the access situation. The interventions derived from the systematic planning are nearest to the real need of the local people and their respective priority is reflected. The planning approach is inclusive, participatory and bottom-up approach. The implementations of such projects will certainly be more participatory and owned by the local communities.

On the basis of Federalism and new constitutional provision, local development plan should be formulated according to need based and participatory approach. The Local Government Act has outline the need of a participatory but comprehensive periodic plan of the local government comprised of sectoral goals and programs that are guided by or consistent with the long-term vision and physical development plan of the rural municipality. Newly formed local government requires the periodic plan to contain activity schedule for five years and it also contains plan-making and approval procedures. It is envisaged to prepare periodic Rural Municipality development plan through consulting service.

• AIM OF THE PROPOSED TASK

The aim of the proposed task is to prepare a result based periodic Rural Municipality development plan. Such periodic plan has to be prepared in accordance with the periodic plan preparation Guidelines of 2002 of NPC and as mentioned in this TOR.


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• OUTPUT EXPECTED

The completed periodic plan should contain a complete report consisting among other as required in the periodic plan preparation Guideline of 2002 and also of the following:

Rural Municipality Profile: An up to-date profile should be prepared, comprising of disaggregated base-line information of existing physical, socio-demographic, economic, environment, financial and organizational sates of the rural municipality. Apart from the key statistics, such base line information should also include textual descriptions, maps, and key prospects and problem prevailing in the Rural Municipality. Base line information of at least two time points-having minimum interval of (past) five years should be included.

Profile analysis: The section should contain at least the following:

Trend analysis: The analysis should reveal among other things population trend, land use pattern, infrastructure provisions, import-export of goods, agricultural outputs, jobs, and other economic opportunities.

SWOT analysis: This should reveal potentiality of the rural municipality based on its strength and opportunities. The analysis should also reveal the weaker side of the rural municipality which tends to pose threat to the development of the local government.

Bottleneck Analysis: This tool should be used to find out the bottlenecks and barriers encountered in implementation of periodic and annual plan.

Spatial analysis: The analysis should clearly reveal demand and supply situation of vacant land, besides including land develop-ability analysis. The analysis, therefore, should clearly show the location where the growth can be channelized.

Cross-cutting issues analysis: GESI- an analysis of gender equality and social inclusion will be analyzed from the perspective of children, youth, women and socially excluded groups. EFLG- an analysis of disaster, climate change resilience, solid waste management and environment protection.

Resource mapping and financial analysis: The analysis should reveal income potential and financing sources of the rural municipality including expenditure pattern of the rural municipality for the five years plan period.

Periodic Rural Municipality Development Plan (PRMDP)

- **Rural Municipality vision.** To make the vision operational, necessary development principals to guide the sectors activities also need to be outline. Vision and principles should be formulated with broadly participated advisory committee-that is the Steering Committee formed under the chairpersonship of Rural Municipality Mayor.
- **Goals, objectives, strategies, outcomes and outputs.** These should be formulated using Logical Framework Approach (LFA) and must be results based. And should also be supplemented by performance indicators and means of verification of such indicator as practicable. When adequate data are not found and formulating indicators becomes not feasible-and if the central technical advisory committee and the technical working committee in the field are also satisfied of such deficiency of data, the team leader on the advice of such committee may introduce necessary modifications in the LFA technique. Sectors, which are required to be included, should include at least physical, environmental management, social, economic development, disaster management, financial mobilization, and organization development. Such Sector plans and programs may be formulated by forming Sub- Committees. Sectors plans and programs have to be prepared due attention to national concerns such as poverty reduction and equity focused for socio-economic prosperity.
- **Physical Development Plan (PDP):** PDP should essentially reveal the future desired plan of the rural municipality keeping in view of long term horizon and also classify the rural municipality land revealing broadly expansion areas, and natural resource areas. Such physical plan should be separately supplemented by the relevant data and thematic maps of existing land use pattern, environmentally sensitive areas, and infrastructure services. Plan should also be supplemented by social and economic data and thematic maps revealing the social and economic infrastructures of the rural municipality. PDP should cover following infrastructure related aspects:
 - Local transportation system
 - Irrigation and river control
 - Hydropower and alternative energy
 - Water supply

 
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- Housing, building and urban development
 - Solid waste management
 - Social infrastructure
 - Information and Communication Infrastructure
- **Environment Management plan:**
The environment management work has remained as the major problem of the rural municipality. The environment management plan should be formulated by studying and analysis in detail. Such plan should essentially cover the following aspect:
 - Sanitation
 - Sanitary land fill site
 - Waste water management
 - Minimization of solids waste, reuse, recycle promotion
 - Solid waste management
 - Air, water and noise pollution
 - Control and management of built environment
 - Greenery, park garden
 - Others as per rural municipality requirements
 - Green jobs
 - Climate change resilience and disaster risk reduction
 - **Social development plan:**
Social development plan must be significant to bring qualitative improvement in the lives of the common people. Inclusion and equity are expected to be properly considered in the social development plan. Attention should be given on socio-cultural dynamics and emphasis must be given to women and children as well as adolescent. Plan should be formulated on the basis of the analysis of social condition of the rural municipality. Such plan should essentially cover the following aspect:
 - Demography
 - Education
 - Health
 - Drinking water supply
 - Culture and sports
 - People access to assets (social assets)
 - Community resources
 - Gender equality and issues related to children (survival, development, participation and protection) in line with the national CFLG framework
 - Others as per rural municipality requirements
 - **Economic Development Plan:**
Economic development plan should be prepared which directly contributes in economic activities of the rural municipality and it will support in the development of the rural municipality. Such plan should essentially cover the following aspect:
 - Agricultural development
 - Livestock development
 - Non timber forest products
 - Medicinal and aromatic plants
 - Industrial development
 - Trade promotion
 - Tourism development
 - Employment generation
 - Poverty reduction and prosperity
 - Rural urban linkage
 - Micro/small enterprise and business promotion
 - Renewable energy
 - Migration/mobility
 - Others as per rural municipality requirements



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Resource Mobilization Plan:

Such plan should essentially include the work to formulate identification and mobilization of resources required during the period of periodic plan preparation. The following things subjects need to be considered while formulating resource mobilization plan.

- Analysis and projection of rural municipality income and expenditure (last five year and coming five year)
- Allocation of development budget (coming five year)
- Resource improvement action plan (LG's internal revenue, government grant)
- Investment from private sector
- Cooperatives contribution
- Civil society organization contribution
- Expenditure management action plan
- Others as per rural municipality requirements

Institutional Development plan:

Human Resources Development Plan and organizational development plan are the areas of the institutional development plan. Following instruments should be considered in the formulation of institutional development plan as an engine to drive the periodic plan.

- Good governance
- Inclusive participation
- Simplified procedures
- Appropriate and optimum use of local resources and skills
- Institutional coordination and establishment of network
- Organizational capacity and capacity building
- Others as per rural municipality requirements

Disaster Management Plan:

The vulnerability mapping of the rural municipality shall include following aspects whenever seems necessary;

- Earthquake
- Fire
- Floods
- Landslide
- Drought
- Epidemic

The vulnerability mitigation plan through the vulnerability mapping of the area, a proper strategy should be adopted to formulate the action plan for Disaster management. This formulated plan may be of;

- Pre- disaster plan
- Early warning
- During or immediate after disaster
- Post- disaster Plan



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Multi-Sectoral Investment Plan (MSIP).

Such plan should reveal short and long-term programs/projects, cost estimate, and probable financing sources prioritized in sequential manner for the planning period of five years. Such programs/projects should be to cater to both the short- term and long-term needs of rural municipalitys should be consistent with the long-term development plan, sectoral goals and objectives, and the vision. Furthermore, MSIP should clearly reveal programs/projects for each fiscal year. Such MSIP should be pragmatic, and be consistent with the financial resource plan. The city level plan/projects (Mega project) and the projects that can be implemented exclusively by local bodies should be clearly mentioned in MSIP. It is suggested that the plan/projects that have to implement by different line agency in MSIP, included after thoroughly consultation with the concern offices. The cost estimate of the projects should be done according to the approved rural municipality rate.

In order to this, the thematic maps of these all development plans should be prepared in A-CAD drawing format in color A3 paper size. For the additional advantage on digitization of the maps, it is recommended to present those thematic maps in GIS environment.

- **METHODS OF PLAN PREPARATION**

- **Data gathering and analysis**

Plan preparation will rely on both primary and secondary data. Primary data especially related to Rural Municipality -land use pattern, extent of newly opened roads, their standards and quality, land values and environment problems shall be gathered through physical mapping using cadastral map, on the site observation, and interview. Rural Municipality level problems and needs are ascertained through participatory rapid appraisal by holding citizens gathering at the Rural Municipality offices or at the convenient location of the Rural municipality.

Rural municipality level potentials problems and development issues are identified by organizing validation workshop at RURAL MUNICIPALITY. The participants will be from RURAL MUNICIPALITY personnel, government agencies, representatives of line agencies, representative of national level political parties, Women, Dalit, Child club networks and disadvantaged people, entrepreneurs, traders, INGOs/NGOs working in the areas.

Data on physical, environmental, social, economic, financial, and institutional shall be gathered from sources such as office records or archives, RURAL MUNICIPALITY reports, Municipalities publication, former VDC profile, published academic or professional reports, and data published by CBS. Analysis will include both trend, spatial analysis using GIS, and interpretation of aerial photographs.

The data analysis should also ensure that the relevant information and analysis made available from the rural municipality on bottleneck analysis, health investment case studies, WASH strategic plans, multi-sectoral nutrition plans, adolescent baseline and similar others should be taken into account and fed them into the PRMDP appropriately. Similarly, as per the requirement, relevancy and appropriateness, national data and information should be analyzed and linked them in to PRMDP.

- **Planning process**

Planning process shall be a participatory one. A broadly participated advisory committee—henceforth called as Steering Committee is emphasized and shall be formed to guide preparation of periodic plan. The role of Steering Committee is two-fold. First, it can coordinate between sectoral agencies to channel capital investment and enable plan implementation, even after the completion of plan preparation. Second, broader participation in Steering Committee can include concerns and aspirations of all the sectors and stakeholders therefore lend credibility and legitimacy to the periodic plan. Steering Committee is envisaged to include local government, government agencies, political parties/leaders, civil societies, NGOs, CBOs, intellectuals, prominent citizens, professional bodies, and planning team. Steering Committee shall be the key body to formulate policies and guidelines related to plan preparation. This shall meet to advise on various aspects of plan preparation including identifying problems and issues of the rural municipality, formulating and reviewing of rural municipality vision, goals, objectives, and programs.

The Steering Committee, if needed, may also form a core advisory committee, comprising members of the steering committee, but small in size, so as to expedite the planning proceedings. Such core advisory committee shall work in lieu of steering committee, and shall work as a bridge between the steering committee and sectoral (sub)-committees. In the long run—that is in the plan implementation phase, such core advisory committee may be transformed into advisory committee for the RURAL MUNICIPALITY to facilitate the plan implementation

Planning team shall be formed and will be responsible to present all necessary analysis in all stages of planning process and to facilitate necessary meeting and workshops. Planning team shall comprise of technical personnel from RURAL MUNICIPALITY, besides experts from the consultant firm. Sub-rural municipality level meetings comprised of representative from citizens, NGOs, CBOs will be held.

The planning team should also ensure that the “Bal-Bhelas” (consultation with children) , that are in line with the guidelines developed by MOFALD , takes place and the issues and recommendations collected from them are fed into the PRMDP to guide annual plans.

During the planning process as and when relevancy arises, a specific consultation with political parties and with differently able and other stakeholders can be considered.

Accordingly, Rural Municipality level programs will be identified as a basis for the annual planning process. To make inclusive and ensure adequate participation in the planning process, youth and deprived groups such as Dalit, janjatis and special groups such as women, children, disabled will be treated separate interactions. The internally displaced people (IDPs) and squatters also need to be duly included in the planning process.

Steering Committee may also form Working Sub-Committees to facilitate the focused group discussion and enable the specialized input of the experts so as to prepare sector-wide plans and programs. The Working Sub Committee with the support of planning team will formulate rural municipality sectoral plans and programs, using Logical Framework Approach (LFA). Such Plan should reveal the sectoral goals, objectives, outputs, activities, progress indicators, means of verification indicators, and implementation strategies. Plan should cover the development sectors identified earlier. The planning team shall also make elaborate consultation with the concerned Sub-Committee to formulate the development principles and guidelines for the preparation of the long-term physical development plan

• DURATION OF THE STUDY AND REPORTING

Periodic plan should be prepared in **Nepali language**. And the consultant should submit the following reports:

- i) Inception Report:** The consultant shall submit the 2 copies of inception report within 1 month after signing the contract indicating the detailed available secondary information, work plan and activities with fine-tuning of methodology.
- ii) Field Report:** Two copies of field report should be submitted after field work had completed (data collection and workshop has completed). The estimated time for field report is 5 weeks after submission of inception report. The report should indicate how the fieldwork had conducted, problems and solution for that.
- iii) Draft Report:** The consultant shall submit 2 sets of the draft report within 3 weeks after submission of field report after presented to the steering committee.
- iii) Final Report:** The consultant shall submit 5 copies of each set of the final report in a week after submission of draft report incorporating suggestions from rural municipality level workshop. The report should be in two sets (two Volumes of each) as mentioned for draft report. The final report should be in hard as well as in soft copies and the hard copy of map.

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The reporting schedule can be summarized as follows:

S.N.	Reports	Period	Remarks
1	Inception Report	1 month after signing the contract	2 copies
2	Field Report	Within 8 weeks after inception report contract	2 copies
3	Draft Report	Within 4 weeks after field report	2 copies
4	Final Report	15 days after submission of draft report	5 copies

• **COMPOSITION OF THE CONSULTING TEAM**

In general, the consulting team shall compose of the following professionals and support staffs.

A) Professionals staffs:
• Development Planner/Team Leader (<i>1 person for 2.5 months</i>)
• Economist/Financial analyst (<i>1 person, 1 months</i>)
• Sociologist/community development expert/GESI Expert (<i>1 person, 1 months</i>)
• <i>Environmental Engineer (1 person, 1 months)</i>
• <i>Civil Engineer (1 person, 1 months)</i>
B) Support staffs:
• <i>GIS Expert (1 persons, 1 months)</i>
• <i>Computer Operator (1 person, 1 months)</i>

• **PAYMENT SCHEDULE**

The payment schedule will be as per the following:

After submission of inception report =20% of the total contract amount.

After submission of the field report = 30 % of the total contract amount.

After submission of the draft report = 30 % of the total contract amount.

After submission and approval of the final report = 20% of the total contract amount.



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Section 6. Form Of Contract

CONTRACT

Preparation of Rural Municipal Profile of Phakphok Thum RMCP

Office Name: Phakphok Thum RMCP
Office Address: Amchok, Ilam


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Funding Agency : Government Budget

Contract for Consultant Services

For

Preparation of Rural municipal Profile of Phakphok Thum Rural Municipality

Between

..... Rural Municipality,
Nepal

And

[Name of the Consultants]

Dated: _____

 
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I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the ____ day of the month of _____, between, on the one hand..... and, on the other hand, *[name of consultants]* (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 "Services");
- (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 Services on the terms and conditions set forth in this Contract;

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) 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 (Not used)
Appendix B: Reporting Requirement (Not used)
Appendix C: Key Personnel and Subconsultants (Not used)

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 Consultants 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.

<p>For and on behalf of <i>[name of client]</i></p> <p>_____</p> <p><i>[Authorized Representative]</i></p> <p>_____</p> <p>Witness 1</p>	<p>For and on behalf of <i>[name of consultants]</i></p> <p>_____</p> <p><i>[Authorized Representative]</i></p> <p>_____</p> <p>Witness 2</p>
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II. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

“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;

“Government” means Government of Nepal.

“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;

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;

“GCC” means these General Conditions of Contract;

“Local Currency” means the currency of the Government;

“Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;

“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 and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a);

“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

“Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;

“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;

“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, 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



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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 TOR 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 The consultant will authorize the entity 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.

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 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 _____ 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 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.

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.

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 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.

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.

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 whether:

- the consultant had made the best possible efforts to complete the work in due time,
- the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- 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:

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;

if the Consultants become 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;

if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;

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;

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

if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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:

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;

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;

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



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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:
- remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- 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 Subconsultants 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 Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local

 
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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 Subconsultants, 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 Subconsultant and any entity affiliated with such Subconsultant, 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 Subconsultants 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 Subconsultants, 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 Subconsultants to take out and maintain, at their 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:
 appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
 entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant 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 Subconsultant and its Personnel pursuant to this Contract;
 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.



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4. Consultants' Personnel and Subconsultant

- 4.1 General** The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 4.2 Description of Personnel** 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.
- 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.
- 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 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** 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.
- 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.



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 time 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


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6.1 Cost Estimates; Ceiling Amount

An estimate of the cost of the Services payable in local currency is set forth in Appendix E.

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.

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.

6.3 Currency of Payment

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:

b. As soon as practicable and not later than fifteen (15) days

on completion of the task on which the payment is based ,

the Consultants shall submit to the Client tax invoices

accompanied by the supporting documents addressed in

TOR.

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.


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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.

 
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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.

8.4. Procedures for Disputes

- a. If a dispute is referred to the Adjudicator pursuant to GCC Clause 8,2 then the 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 ny 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.



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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 :

- h. give or propose improper inducement directly or indirectly,
- i. distortion or misrepresentation of facts
- j. engaging or being involved in corrupt or fraudulent practice
- k. interference in participation of other prospective bidders.
- l. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding
- m. 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.
- n. 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:

- g) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
- h) if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- i) 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 ,
- j) 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.



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III. Special Conditions of Contract

Number Of GCC Clause ¹	Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract
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- | | |
|-------|--|
| 1.6.1 | <p>The addresses are :</p> <p>Client:.....
Address:</p> <p>Consultants:
Address:
Attention:
Address:</p> |
| 1.6.2 | <p>Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(d) in the case of facsimiles, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission.</p> <p>(e) in case of E-mail, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission.</p> |
| 1.9 | <p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultants: _____</p> |
| 2.2 | <p>The time period shall be _____ or such other time period as the parties may agree in writing.</p> |
| 3.4 | <p>"3.4 Limitation of the Consultants' Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) 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.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if</p> |


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¹ Clauses in brackets are optional; all notes should be deleted in final text.

any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services."

6.1(b) The ceiling in local currency is: NRs. _____ /- (In words:)

6.5 a) Rention : **NA**

6.6 Liquidated Damages : at the rate of 0.05 % of contract price per day to amaximum of 10% of the sum stated in the Agreement

8.3 Appoinmtment of the Adjudicator Appointing Authority: **Nepal arbitration Council, NEPCA**

8.4 (c) Disputes shall be settled by arbitration in accordance with the following provisions:

1.Selection of Arbitrators.

Each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one 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 arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by **Nepal Arbitration Concil (NEPCA) and the** arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of **NEPCA**.

2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

3. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in **Kathmandu, Nepal;**
- (b) the **Nepali** language shall be the official language for all purposes; and
- (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.


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