



# Standard Request for Proposals

## Selection of Consultants

### Lump-Sum

Public Procurement Monitoring Office (PPMO)  
Tahachal, Kathamndu

October 2017  
(1<sup>st</sup> Revision May, 2018)  
(2<sup>nd</sup> Revision May, 2019)  
(3<sup>rd</sup> Revision June, 2019)  
(4<sup>th</sup> Revision August, 2019)

12/19/19

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## Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the Public Procurement Monitoring Office (“PPMO”) for use by Government of Nepal (GoN) and its implementing agencies in the selection of Consultants. This SRFP is for use in selection of consultants for value of consultancy services more than NRs. 0.5 Million (for National Shortlisting and International Shortlisting). The SRFP can be used with the different selection methods, *i.e.*, *Quality- and Cost-Based Selection (QCBS)*, *Quality-Based Selection (QBS)*, *Fixed Budget selection (FBS)* and *Least Cost Selection (LCS)*.
2. Before preparing an Request For Proposal (RFP), the user must be familiar with the procedures for selection of Consultants in accordance with the requirements of Public Procurement Act and Public Procurement Regulation, DP guidelines for DP funded projects, and must have chosen an appropriate method of selection, and the most suitable form of contract.

The SRFP may be used for Lump –Sum assignment. ....

The prefaces of these forms of contracts indicate the circumstances in which their use is most appropriate.

3. A RFP normally includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The standard Information to Consultants and the standard General Conditions in the Form of Contract should not be modified. Any special conditions relating to the assignment should be described in the Data Sheet or Special Conditions of Contract.
4. The text shown in *Italics* is “Notes to the Client”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants.
5. If any provision of this document is inconsistent with Public Procurement Act (PPA) 2063 or Public Procurement Regulations (PPR) 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.



# SUMMARY DESCRIPTION

## STANDARD REQUEST FOR PROPOSALS

### PART I – SELECTION PROCEDURES AND REQUIREMENTS

#### **Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies that govern the selection and award process.

#### **Section 2: Instructions to Consultants, Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

#### **Section 3: Technical Proposal – Standard Forms**

This Section includes the forms that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

#### **Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

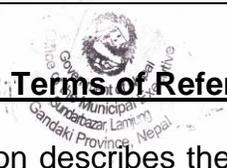
#### **Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section 6: GoN/DP Policy - Fraud and Corruption**

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to corrupt and fraudulent practices applicable to the selection process.

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**Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section 8: Standard Forms of Contract**

This Section includes standard contract forms for large or complex assignments: a Time-Based Contract includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

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*[Handwritten signature]*



## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No.: SUNDARBAZAAR/CS/RFP/01/080-81**

**Selection of Consulting Services for:**

**PREPARATION OF MUNICIPALITY LAND USE PLAN AND  
ZONING OF SUNDARBAZAAR MUNICIPALITY**

**SUNDAR BAZAAR MUNICIPALITY  
Office of Municipal Executive  
Gandaki Province**

**Issued on: 2080/10/04**

*Handwritten signature and date: 2080/10/04*

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## PART I

### Section 1. Letter of Invitation

#### SUNDAR BAZAAR MUNICIPALITY

##### Office of Municipal Executive

**RFP No.: SUNDARBAZAAR/CS/RFP/01/080-81**

**Date of First Notice: 2080 Magh 04**

Dear Mr./Ms.:

1. Sundarbazar Municipality has allocated fund toward the cost of **PREPARATION OF MUNICIPAL LAND USE PLAN AND ZONING OF SUNDARBAZAAR MUNICIPALITY** for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services **PREPARATION OF MUNICIPAL LAND USE PLAN AND ZONING OF SUNDARBAZAAR MUNICIPALITY**. More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
4. A firm will be selected under QCBS method and procedures described in this RFP.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

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Yours sincerely,  
Mr. Sishir Paudel  
Chief Administrative Officer



## Section 2. Instructions to Consultants and Data Sheet

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

### A. General Provisions

<b>1. Definitions</b>	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). "Client" means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant.</p> <p>(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is</p>
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	<p>taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the <b>Data Sheet</b>.</p>
<p><b>3. Conflict of Interest</b></p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p>

	<p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the <b>Data Sheet</b>, the Consultant shall not be hired under the circumstances set forth below:</p>
<p><b>a. Conflicting activities</b></p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p><b>b. Conflicting assignments</b></p>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p><b>c. Conflicting relationships</b></p>	<p>(iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<p><b>4. Unfair Competitive Advantage</b></p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p><b>5. Corrupt and Fraudulent Practices</b></p>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p>

	5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
<b>6. Eligibility</b>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in <b>Data sheet</b>.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<b>a. Sanctions</b>	<p>6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b>.</p>
<b>b. Prohibitions</b>	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
<b>c. Restrictions for public employees</b>	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<b>8. Cost of Preparation of Proposal</b>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<b>9. Language</b>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be</p>

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

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

	<p><b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Technical Proposal Format and Content</b></p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
<p><b>16. Financial Proposal</b></p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the <b>Data Sheet</b>.</p>
<p><b>a. Price Adjustment</b></p>	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b>.</p>
<p><b>b. Taxes</b></p>	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the <b>Data Sheet</b>.</p>
<p><b>c. Currency of Proposal</b></p>	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b>. If indicated in the <b>Data Sheet</b>, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
<p><b>d. Currency of Payment</b></p>	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p><b>17. Submission, Sealing, and Marking of Proposals</b></p>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed</p>



	<p>by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL</b>", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].</b>"</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>"</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "<b>DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]</b>".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p><b>18. Confidentiality</b></p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the</p>

	<p>Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p><b>19. Opening of Technical Proposals</b></p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p>
<p><b>20. Proposals Evaluation</b></p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p><b>21. Evaluation of Technical Proposals</b></p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV</p>

	<p>proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>22. Financial Proposals for QBS</b></p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> <li>(a) Name and address ,</li> <li>(b) Proposed service charge,</li> <li>(c) Discount offered, if any;</li> <li>(d) Description of the discrepancies, if any, between figure and words,</li> <li>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</li> <li>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not</li> </ul>

	<p>and the details of the amount and the content effaced,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p><b>23.3</b> In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>24. Correction of Errors</b></p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p><b>a. Time-Based Contracts</b></p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<p><b>b. Lump-Sum Contracts</b></p>	<p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>
<p><b>25. Taxes</b></p>	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
<p><b>26. Conversion to Single Currency</b></p>	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b>.</p>
<p><b>27. Combined Quality and Cost Evaluation</b></p>	

 <p><b>a. Quality- and Cost-Based Selection (QCBS)</b></p>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<p><b>b. Fixed-Budget Selection (FBS)</b></p>	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>
<p><b>c. Least-Cost Selection (LCS)</b></p>	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations and Award</b>	
<p><b>28. Negotiations</b></p>	<p>28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
<p><b>a. Availability of Key Experts</b></p>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p><b>b. Technical negotiations</b></p>	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
<p><b>c. Financial</b></p>	28.6 In the case of a Time-Based contract, where cost is a factor in the

 <p><b>negotiations</b></p>	<p>evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p><b>29. Conclusion of Negotiations</b></p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p><b>30. Award of Contract</b></p>	<p>30.1 Pursuant to Clause 29.1 of this ITC, 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.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>31. Request for Information/ Complaints</b></p>	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the</p>



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

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



## E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1(k) (definitions)</b>	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
<b>2.1</b>	<p><b>Name of the Client: SUNDARBAZAR MUNICIPALITY</b></p> <p><b>Method of selection: Quality and Cost Based Selection (QCBS)</b></p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal: Yes</b></p> <p><b>The name of the assignment is: : <u>Preparation of Municipal land use plan and land use zoning of Sundarbar municipality</u></b></p> <p><b>RFP:- SUNDARBAZAAR/CS/RFP/01/080-81</b></p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held: No</b></p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Please refer to Section 7, TOR</p>
<b>6.2</b>	<p>Maximum number of partners in JV shall be: 3(<b>three</b>).</p>
<b>B. Preparation of Proposals</b>	
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) Proof of Legal Status and Eligibility</li> <li>(3) TECH-1</li> <li>(4) TECH-2</li> <li>(5) TECH-3</li> <li>(6) TECH-4</li> </ol>

	<p>(7) TECH-5 (8) TECH-6 (9) TECH-7 AND <b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p> <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation.</li> </ul>
<p><b>11.1</b></p>	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>
<p><b>12.1</b></p>	<p>Proposals must remain valid for <i>90 days</i> calendar days after the proposal submission deadline.</p>
<p><b>12.9</b></p>	<p>Sub-contracting is allowed for the proposed assignment</p> <p>No</p>
<p><b>13.1</b></p>	<p><b>Clarifications may be requested no later than 3 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is: Er. Bidur Subedi Facsimile: 983581393 E-mail: bidur.subedi66@gmail.com</p>
<p><b>14.1.1</b></p>	<p><b>Shortlisted Consultants may associate with</b></p> <p><b>(a) non-shortlisted consultant(s):</b> Yes</p> <p><b>(b) other shortlisted Consultants:</b> No</p>
<p><b>14.1.4 and 27.2</b> use for Fixed Budget</p>	<p><b>The total available budget for this Fixed-Budget assignment is: NPR 17,65,000/- (exclusive of VAT). Proposals <sup>1</sup> exceeding the total available budget will be rejected.</b></p>

<sup>1</sup>The proposal refers to the proposed price in Form FIN-1.

method	
16.2	<b>A price adjustment provision applies to remuneration rates: No</b>
16.3	<b>“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: <a href="http://www.ird.gov.np">www.ird.gov.np</a>.”</b>
16.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b>  Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p><b>The Financial Proposal should state local costs in Nepalese Rupees</b></p>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<b>The Consultants “shall not” have the option of submitting their Proposals electronically.</b>
17.5	<p><b>The Consultant must submit:</b>  (a) <b>Technical Proposal:</b> one (1) original  (b) <b>Financial Proposal:</b> one (1) original.</p>
17.8	<p><b>The Proposals must be received at the address below no later than:</b></p> <p><b>Date:</b> 2080/10/24  <b>Time:</b> 12:00 hrs <b>The Proposal submission address is: Sundar Bazar Municipality-6, Lamjung</b></p>
19.1	<p><b>An online option of the opening of the Technical Proposals is offered: No</b>  <b>The opening shall take place at:</b>  “same as the Proposal submission address”  Date and Time: 2080/10/24 at 14: 00 Hrs.</p>
19.2	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals :</b>
21.1	<p>Eligibility Criteria:  <b>Minimun Eligibility Criteria</b> for application:</p> <p>(i) There should be at least 3 work completion experience on the local bodies (municipalities of rural municipalities) on which there should be at least one experience of municipality land use plan and zoning will be eligible for the application. <b>The firm which does not fulfil this basic criterion will be rejected for the further</b></p>



### evaluation process.

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

- (ii) Specific experience of the consultants (as a firm) related to the assignment: **20 Points**

(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference: **20 Points**

(iii) Qualifications and Experience of the key staff for the Assignment: **55 Points**

The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights:

- a) Urban Planner (Team Leader) 20]
- b) Environmentalist 5]
- c) Geomatics Engineer 5]
- d) GIS Expert 10]
- e) Forestry Expert 5]
- f) Socio-Economist 5]
- g) Architect 5]

(iv) Suitability of the transfer of knowledge program or training: **5 Points**

**Total Points:100 Points**

The number of points to be given under each of the evaluation criteria are: Points

(i) Specific experience of the consultants related to the assignment [**20**]

a. [Fulfilling minimum eligibility criteria: [20]

ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [30]

**[Work Plan: 10]**

Highly precise work plan CPM or Bar chart with milestones in sequential way :10

Simple or general concept of work plan: [5]

Otherwise, 0

**[Methodology: 15]**

Highly convincing technical steps and procedures As per EPR procedure: 10

General methodology [5]

Otherwise: 0

**[Understanding of subject matter and district profile: 5]**

If found fully understood the subject matter and district profile: 5

If found general understood the subject matter and district profile: 2

Otherwise: 0

(iii) Qualifications and competence of the key staff for the Assignment [55]

**The certificate of the specific work experience of the key staff should be attached along with the CV. The marking of the specific work experience will only be allocated according the experience certificates.**

<b>A.</b>	<b><u>Urban Planner (Team Leader)</u></b>	<b><u>20</u></b>
<b>1</b>	<b>General Qualification</b>	<b>10</b>
i	MSc in Urban Planning or equivalent	10
ii	Bachelor's Degree in Architecture or equivalent	5
iii	Otherwise	0
<b>2</b>	<b>General Experience</b>	<b>4</b>
i	10 or more years of Experience	4
ii	5 or more years of Experience	2
iii	Otherwise	0
<b>3</b>	<b>Specific Experience</b>	<b>6</b>
i	Involved in at least 3 assignment of land use plan and zoning	6
ii	Otherwise	0

<b>B.</b>	<b><u>Geomatics Engineer</u></b>	<b><u>5</u></b>
<b>1</b>	<b>General Qualification</b>	<b>2</b>
i	MSc in Geomatics engineering or equivalent	2
ii	Bachelors in Geomatics engineering or equivalent	1
iii	Otherwise	0
<b>2</b>	<b>General Experience</b>	<b>1</b>
i	5 or more years of Experience	1
ii	3 or more years of Experience	1
iii	Otherwise	0
<b>3</b>	<b>Specific Experience</b>	<b>2</b>
i	Involved in at least 3 assignment of land use plan and zoning	2
ii	Otherwise	0

<b>C.</b>	<b><u>Environmentalist</u></b>	<b><u>5</u></b>
<b>1</b>	<b>General Qualification</b>	<b>2</b>
i	MSc in Environmental Engineering or equivalent	2
ii	Bachelor's degree in Environmental Engineering or equivalent	1
iii	Otherwise	0
<b>2</b>	<b>General Experience</b>	<b>1</b>
i	5 or more years of Experience	1
ii	3 or more years of Experience	1
iii	Otherwise	0

<b>3</b>	<b>Specific Experience</b>	<b>2</b>
i	Involved in at least 3 assignment of land use plan and zoning	2
ii	Otherwise	0

<b>D.</b>	<b><u>GIS Expert</u></b>	<b><u>10</u></b>
<b>1</b>	<b>General Qualification</b>	<b>4</b>
i	Masters in GIS or equivalent	4
ii	Bachelor's degree in GIS or equivalent	2
iii	Otherwise	0
<b>2</b>	<b>General Experience</b>	<b>2</b>
i	5 or more years of Experience	2
ii	3 or more years of Experience	2
iii	Otherwise	0
<b>3</b>	<b>Specific Experience</b>	<b>4</b>
i	Involved in at least 3 assignment of land use plan and zoning	4
ii	Otherwise	0

<b>E</b>	<b><u>Forestry Expert</u></b>	<b><u>5</u></b>
<b>1</b>	<b>General Qualification</b>	<b>2</b>
i	Master's in forestry or equivalent	2
ii	Bachelor's degree in Forestry or equivalent	1
iii	Otherwise	0
<b>2</b>	<b>General Experience</b>	<b>1</b>
i	5 or more years of Experience	1
ii	3 or more years of Experience	1
iii	Otherwise	0
<b>3</b>	<b>Specific Experience</b>	<b>2</b>
i	Involved in at least 3 assignment of land use plan and zoning	2
ii	Otherwise	0

<b>F</b>	<b><u>Socio-Economist</u></b>	<b><u>5</u></b>
<b>1</b>	<b>General Qualification</b>	<b>2</b>
i	Masters in Sociology or Economics or equivalent	2
ii	Bachelor's degree in Sociology or Economics or equivalent	1



	iii	Otherwise	0	0
	<b>2</b>	<b>General Experience</b>	<b>1</b>	<b>5</b>
	i	5 or more years of Experience	1	5
	ii	3 or more years of Experience	0	2
	iii	Otherwise	0	0
	<b>3</b>	<b>Specific Experience</b>	<b>2</b>	<b>2</b>
	i	Involved in at least 3 assignment of land use plan and zoning	2	2
	ii	Otherwise	0	0
	<b>G</b>	<b>Architect</b>	<b>5</b>	
	<b>1</b>	<b>General Qualification</b>	<b>2</b>	
	i	Bachelors in Architecture or equivalent	2	
	ii	Otherwise	0	
	<b>2</b>	<b>General Experience</b>	<b>1</b>	
	i	5 or more years of Experience	1	
	ii	3 or more years of Experience	0	
	iii	Otherwise	0	
	<b>3</b>	<b>Specific Experience</b>	<b>2</b>	
	i	Involved in at least two assignment of land use plan and zoning	2	
	ii	Otherwise	0	
	(iv) Suitability of the transfer of knowledge program [5]			
	The minimum technical score (St) required to pass is 75 Points.			
<b>23.1</b>	<b>An online option of the opening of the Financial Proposals is offered: No</b>			
<b>23.1 and 23.2</b>	The Client will read aloud only overall technical scores.			
<b>26.1</b>	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is</b>			
<b>27.1</b> <b>[a. QCBS only]</b>	<b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b>			



	<p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 90%</b> <b>P = 10%</b></p> <p>Proposals are 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) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
<p><b>28.1</b></p>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> 2080/11/15  <b>Address:</b> Sundar Bazar Municipality, Sundarbazar, Lamjung</p>
<p><b>30.4</b></p>	<p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b> 2080/11/15 <b>at:</b> Sundar Bazar Municipality, Sundarbazar, Lamjung</p>
<p><b>31.1</b></p>	<p>The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of <b>N/A</b>.</p>
<p><b>33.2</b></p>	<p>A list of blacklisted firms is available at the PPMO’s website <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a></p>



## Section 3. Technical Proposal – Standard Forms

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

### FORM TECH-1

#### TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.



- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

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



## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

---

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

#### B - Consultant's Experience

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1. List only previous similar assignments successfully completed in the last 7 (Seven) years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

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

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



## FORM TECH-3

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

---

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

#### **A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

#### **B - On Counterpart Staff and Facilities**

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



## FORM TECH-4

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

---

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

{Suggested structure of your Technical Proposal:

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

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



## FORM TECH-5

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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





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

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

*Handwritten signature and date: 25/9/20*

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

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

 Full time input  
 Part time input



**FORM TECH-7**

**CURRICULUM VITAE (CV)**

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

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

---

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

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

**Membership in Professional Associations and Publications:**

---

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

---

**Adequacy for the Assignment:**

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



--	--

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

**Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

To: [Name and address of Client]

{Location, Date}

Dear Sirs:

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

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

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

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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



## FORM FIN-2 SUMMARY OF COSTS

### FIN 2 BILL OF QUANTITIES (BoQ)

**Contract Identification No: SUNDARBAZAR/CS/RFP/01/080-81**

**Name of Project: Preparation of Municipality Land Use Plan and zoning of Sundarbar Municipality, Lamjung**

S. N.	Description of works	Unit	Quantity	Rate in Figures (NRs.)	Rate in Words (NRs.)	Amount (NRs.)
A	<b>Detail Engineering Survey, Design and Report Preparation (DPR) of</b>					
1	<i>Preparation of Municipality Land Use Plan and zoning of Sundarbar Municipality, Lamjung</i>	LS	1			
<b>Gross Total (A)</b>						
<b>VAT (B) = 13%*(A)</b>						
<b>GRAND TOTAL (C) = (A)+(B)</b>						

In Words:

Sign and Seal of Firm:



**FORM FIN-3 BREAKDOWN OF REMUNERATION <sup>2</sup>**

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

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

*Handwritten signature and date: 13/11/20*

<sup>2</sup> In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

<sup>3</sup> As identified in the Summary and Personnel Evaluation Sheet.



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

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

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

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

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



### Sample Form

Consultant:  
Assignment:

Country:  
Date:

#### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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

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

\_\_\_\_\_  
Date

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

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



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

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

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

*[Handwritten signature]*

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

## Section 5. Eligible Countries

For GoN funded:

**Nepal**



## Section 6. Corrupt and Fraudulent Practices

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

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

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

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## **Section 7. Terms of Reference**

### **Consultant Services for the “ Preparation of Municipality Land Use Plan and zoning of Sundarbazar Municipality, Lamjung“**

#### **Background and Rationale:**

Land is one of the major resources; therefore, its proper use is inevitable for food production, residential and other uses as well as for any development activities occurs on land. Hence, land use is one of the priority sectors of Government of Nepal (GoN) which can be visualized from the different official documents. Most of these documents have mentioned on short term policies and in some cases it succeeded with partial implementation of the policy as well. To address the land use sector, the eighth fifth year plan first time has identified a long term program. The ninth fifth year plan has focused for sustainable development of land and natural resources for preservation and extension of ecological sectors (Ninth Plan, 1998). This plan has identified the need of the formulation of land use plan based on the land form, climate, soil etc. as well as in agricultural production, environment preservation and other facilities, sectorial development and increase the public awareness on importance and role of land use plan. In the same way, the tenth fifth year plan focused to the formulation and activation of land use policy to discourage the use of arable land to other non-agricultural purposes and creation of national geographic information database related with land resource maps. However, it is necessary to devise a proper land based planned land use map to correlate in the actual ground. In this context, the superimposed of cadastral maps on the land use zoning maps are necessary for implementing the land use policy. Intimate relationship of human civilization with land has been the content of world history. Land has always played very crucial and important role in the social, economic, cultural and political life of people and the nations. It is the land which has preserved the proof of human achievement and failure. But never in the history of mankind has land been such a crucial issue as today. The land issue has developed in the context of explosive urbanization that has taken place as a result of mankind's great achievement in the fields of science and technology (Chhetri, 1986). It has become now clear that

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land has become a scarce resource that must be wisely and carefully allocated if the environment of man is to be improved.

Land is a unique resource limited in supply but endless in the variety of its uses. It is a basis of socio economic development of every country. For sustainable development of society, this resource should be wisely managed. Many countries around the world are nowadays paying their utmost attention to various land management issues for sustainable socio economic development and environmental management. One of the most effective and widely used land management instruments is to develop land use strategy from the long term perspective which will provide basis for controlling land use changes through the adoption of land use zoning and regulations.

Land use planning should be a decision – making process that “facilitates the allocation of land to the uses that provide the greatest sustainable benefits”. It is based on the socio- economic conditions and expected developments of the population in and around a natural land unit. These are matched through a multiple goal analysis and assessment of the intrinsic value of the various environmental and natural resources of the land units. In the simplest planning situation, that of new land settlement as land units can be allocated to specific uses. Settlers are then brought in, and at least initially, required to practice those uses (GTZ, 1995). Far more commonly now-a-days, the land is already settled and is being cultivated, grazed, etc., so the purpose of the plan is to help solve problems of existing land use systems. In this situation, land use cannot be simply “allocated”. New land use types can be recommended for specific areas, through extension services and through provision of inputs and services. Decisions on land allocation or land use recommendation for completing uses begin with a set of policy guidelines, for example –a minimum acceptable production of staple foods and fuel wood, the preferred location within range of existing services and a limited amount of development capital. Sometimes, it is helped to set out the options in a goals achievement matrix and rank them according to chosen criteria. For the increasingly complex tasks of selecting sites for development projects, allocating land among several land uses, development policies on land use as well as allocating resources, hundreds of individual land units and many alternative land uses may have to be considered. The decision-maker must take into account a variety of practical considerations, including-

- the expressed preference of the local people
- the interest of minority group
- mitigation of national policies
- some constraints such as land tenure, availability of source of data as inputs
- the maintenance of environmental standards

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- 
- **practicability** for its potential implementing agencies. At this point, the decision-maker can appraise the overall situation and, if dissatisfied with the achievement of any particular policy guideline, can adjust the weighting of the criteria or introduce new ones. With the aid of a computer, a new land use pattern and its suitability scores can be produced quickly and, perhaps over several iterations between the decision-makers and the decision support system, an optimum solution may be arrived at. In this context, the system can be used to arrive at a set of optimum land development prescriptions keeping in view the physical, natural, environmental and socio-economic characteristics of the planning area. It operates on a pre-captured land development criterion based on four parameters representing the physical, natural and environmental conditions. These include; present land use land cover, slope, soil characteristics including soil texture, soil nutrients and soil depth, ground water prospects derived from hydro- geomorphology (Gupta, 2006). The system also provides a mechanism for evaluating the impact of proposed development actions. Good land use decisions can be arrived at without the assistance of a computerized decision support system. The procedure is the same whether a computer is used or not, but the computer package enables the decision maker to take account of much more information and to learn from predicted consequences of alternative decisions.

Multi-disciplinary natural resources teams are required to make GIS/LIS systems an effective tool in support of land use planning. They will include physical geographers, agronomists and climate- soil-crop modelers, geo-statisticians, computer programmers, economists and social scientists to ensure that the system and its products are transparent to the occasional users, such as policy-makers and stakeholders at every level. There remain a number of technical and organizational limitations to the effective utilization of GIS technology, especially in the smaller developing countries (Sombroek and Antoine, 1994). Four important constraints are : (i) the inadequate analysis of real- life problems as they occur in complex land management and sustainability issues at the household level, and as they involve the integration of biophysical, socioeconomic and political considerations in a truly holistic manner; (ii) the limitation in data availability and data quality at all scales, especially those that require substantial ground truthing; (iii) the lack of common data exchange formats and protocol; and (iv) the inadequate communication means between computer systems, data suppliers and users due, for instance, to poor local telephone networks.

To cope with these challenges, available land resources need to be managed appropriately and in a planned and systematic manner. Land use zoning is the tools for getting optimum benefit from scarce land resource. Sustainable socio-



economic development of a country is highly dependent on the proper use and utilization of resources available and its monitoring. Therefore, a comprehensive land use plan is of utmost importance in the national development process. To this end Government of Nepal has identified land use zoning as an important step to design a detailed land use plan and policy. In this context, the Ministry of Land Reform and Management, has taken the initiative by formulating National Land Use Policy, 2072 which has been adopted by the Government of Nepal. This policy is to be implemented through the preparation of land use zoning maps and the necessary regulatory framework to enforce the land use strategy. In order to implement this policy, the Ministry of Land Reform and Management, has initiated the National Land Use Project to prepare land use zoning maps of Nepal in different levels such as district and Gaupalika/Nagarपालिका level.

### **Rationale**

Land-use zoning can be applied at three broad levels: national, district and local; Local level for land use planning and its implementation. So, land use zoning is carried out on particular areas of land – what shall be done, where and when, and who will be responsible. It requires detail basic information about the land, the people and services at local level. However, Nepal has only regional level data base on land use, land system and land capability which were produced by Land Resource Mapping Project (**LRMP**, 1986). Realizing this fact, the Ministry of Land Reform and Management of Government of Nepal established the **National Land Use Project (NLUP)** in 2057/058 fiscal year to generate the necessary data bases on the land resources of the country. In the first phase, the National Land Use Project of Nepal had initiated several projects at district level and prepared **Land Resource Maps and Database** at 1: 50,000 scale for the whole Nepal. It had also prepared same kinds of maps and database for Kirtipur, Lekhnath, Madhyapur Thimi and Bhaktapur municipalities at larger scales. Finally, NLUP was mandated to prepare land resource maps of Gaupalika/Nagarपालिकाs of Nepal for local level planning through outsourcing modality. Up to 2069/070 fiscal years, NLUP has completed preparation of land resource maps and database for all Gaupalika/Nagarपालिकाs of Chitawan district, Nawalpur district, Bara District and one Gaupalika/Nagarपालिका each for Kavre (*Panchkhal Gaupalika/Nagarपालिका*) and Tanahu (*Anbu Khaireni Gaupalika/Nagarपालिका*) District as well. These digital data base includes Gaupalika/Nagarपालिका level present land use, soil, land capability, land use zoning, cadastral layers and Gaupalika/Nagarपालिका profile with bio-physical and socio – economic data base.

On the 4<sup>th</sup> *Baishakh* of 2069, the Government of Nepal has approved the **National Land Use Policy, 2069**. The same policy was modified by the amendment of **National Land Use Policy, 2072**. On the 6<sup>th</sup> *Bhadra* of 2076, the

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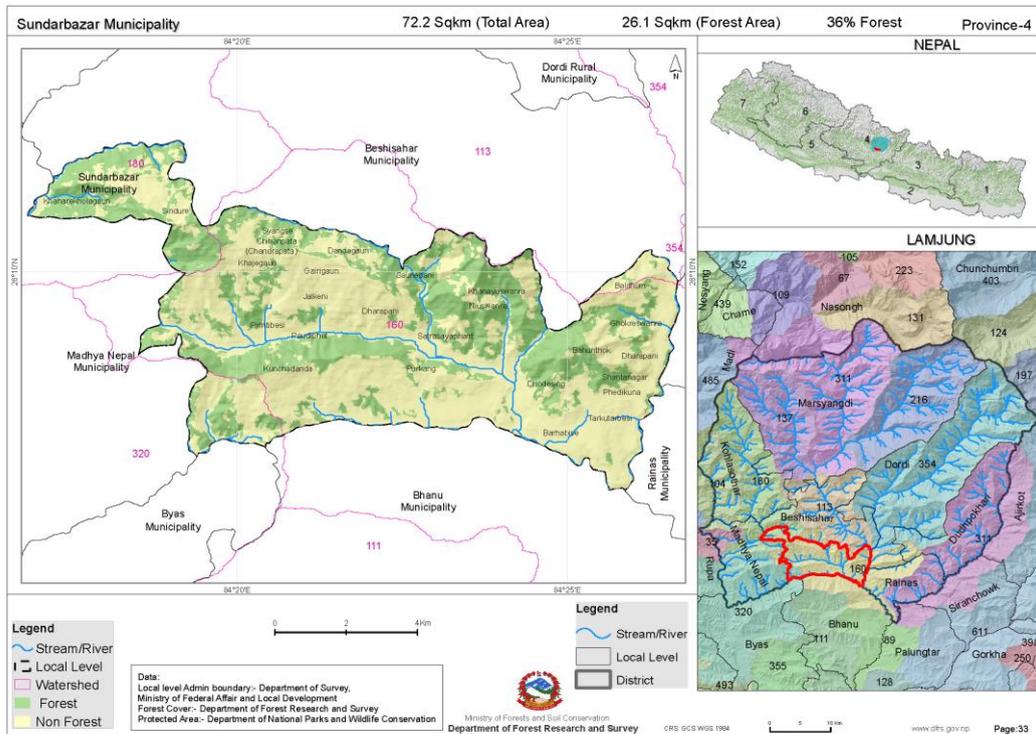


Government of Nepal has approved the **Land Use Act, 2076**. It has intended to manage land use according to land use zoning policy of the government of Nepal and outlined eleven zones such as ***Agricultural area; Residential area; Commercial area; Industrial area; Forest area; Public Use area; Mine and Mineral area; Cultural and Archaeological area; Riverine, Lake and Marsh Area; and Others***. The policy has defined the respective zones as per the land characteristics, capability, and requirement of the lands. Further, for the effective implementation of land use zones in the country, the Land Use Act, 2076 has clearly directed for an institutional set up of **Federal Land Use Council** at national level, **Provincial Land Use Council** at province level, **Local Land Use Council** at local level, and Implementation Committee at **Gaupalika/Nagarpalika level** at the bottom. At, present, it has added further importance to the Survey Department, Topographical Survey and Land Use Management Division (TSLUMD) are responsible for the preparation of Gaupalika /Nagarpalika level land resource maps and database. And further on the Government Passed **Land Use Zoning Regulations (Bhu upayog Niwemawali) 2079** where it has ordered every local level (Gaupalika/Nagarpalika) immediately classify every Land Parcels on the basis of Agricultural and Non-Agricultural zones.

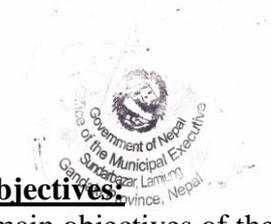


## 2. Descriptions of the proposed Survey Area:

The project area lies on the mid part of Nepal on Gandaki Province, Lamjung District inside the Sundarbazar Municipality. The municipality consists of 11 wards.



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### **3. Objectives.**

The main objectives of the study:

To prepare land use zoning databases of land parcels of 11 wards and reports of Sundarbazar Municipality of Lamjung district of Nepal.

- The specific objectives of this study are:
- To prepare detailed report containing conceptual basis and methodology, criteria of land use zoning as Agricultural and Non Agricultural as per Land Use Zoning Regulations 2079.

### **Scope of Work:**

The scope of the work of the survey includes the following:

- Study of the existing relevant maps, documents, and database of the project area
- Preparation of database of land use on accordance of the Land Use zoning Data provided the Department of Survey to the Municipality.
- Designing appropriate Microsoft Excel User Interface database logically on land use zoning for the selected Parcels of every Wards.
- Assuring accuracy, reliability and consistency of data
- Preparation of detailed reports, describing methodology, criteria and distribution of different land use zones as by Agricultural and Non Agricultural Zones.

### **Reporting and timing of the assignment:**

**The consultancy work is expected to be completed within 3 Months. The consultant shall work closely with Municipality Land Use committee.**

The final report (2 hard copies print out including the Microsoft excel interface) shall be submitted to the Municipality within 7 days after the receipt of the comments from the Municipality Land use Committee.



## Support services to be provided by the client:

The following services and facilities will be provided by the Procuring Agency:

- 1) If available, related the documents of Land use Zoning should be provided by the client.
- 2) In order to conduct the work smoothly, the Procuring Agency will seek the concerned Municipal's support to avoid any obstruction that impedes during the works.
- 3) The counterpart staff of the Procuring Agency will monitor the quality and progress of work time to time, verify the invoices, conducting meetings, discussions, arrangement of final presentation etc.

The consultant shall work closely with Sundarbazar Municipality. The client may also, at its discretion, consider fielding of its representative to accompany the consultant's study team during field work upon receipt of written request from the consultant. However, the responsibility of completing the assignment successfully will lie solely with the consultant.

## Final Deliverables:

The final delivery shall be as per the table below:

Sl .No.	Descriptions	Quantity
1	Detailed Report (both soft and hard copies)	2- Hard Copies, 1 - Soft Copy

#### 4. Qualification & Experience:

as specified in Data Sheet.

#### Adherence to Code of Ethics and Adherence to Anti-Corruption Policy

12/19/21



• **Commitment for code of ethics**

We follow the following code of ethics and committed for:

- We consider humankind as a family, hence we do not discriminate any one by religion, cast and gender
- As a follower of social and economic justice, we speak and act truthfully and with compassion, dealing fairly with all, avoiding prejudice and hatred
- As a business entity, topmost priority is given on confidentiality of data, works, analysis, result or information and without proper authority of the respective client, will not published or given or made available to anyone
- We fully abide by the work done by us undertaking full responsible about the authenticity and accuracy of our service
- Being a legal entity, the company understand, respect and comply with all of the laws, regulations, policies and procedures that apply in the Nepal

.....

Authorized Signature in blue

ink: Name and Title of

Signatory: Name of

Consulting Firms:

Seal of Consulting Firm:

Address:

**Note: If you agree on the above statement, please sign to indicate your commitment**



- **Commitment for adherence to anti-corruption policy:**

We, incorporated under Nepal Company Act, are a legal body and we fully abide by the laws of the land Our policies prohibit offering and kind of bribes to anyone in the course of obtaining contract All the officials in the company are fully committed to abide by the act

.....

Authorized Signature in blue ink:  
Name and Title of Signatory: Name  
of Consulting Firms:  
  
Seal of Consulting Firm:  
Address:



## PART II

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

#### Foreword

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



## STANDARD FORM OF CONTRACT

# Consultant's Services

### LUMP-SUM FORM OF CONTRACT

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## CONTRACT AGREEMENT



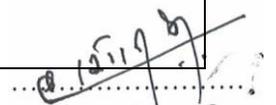
THIS CONTRACT भू-वर्गीकरण सम्बन्धी परामर्श सेवा खरिद (Preparation of Municipality Land Use Plan and zoning of Sundarbazar Municipality, Lamjung) entered into this .....date, by and between (“the Client”) having its principal place of business at Gandaki Province, Nepal , Nepal and ..... (“the consultant”) having its principal office located at ..... (“location”)

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

<b>Services</b>	<p>The Consultant shall perform the services specified in “Terms of Reference and Scope of services,” which is made an integral part of this Contract (“the Services”)</p> <p>The Consultant shall provide the personal list, “Consultant’s Personal,” to perform the services</p> <p>The Consultant shall submit to the Client the reports in the form and within the time periods specified, “Consultant’s Reporting Obligations”</p>						
<b>Term</b>	The Consultant shall perform the Service during the period commencing.....						
<b>Payment</b>	<p><b>A <u>Ceiling</u></b> For Services rendered pursuant to Annex A, the Client shall pay the Consultant and amount not to exceed NRs ..... (in words...) with VAT This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant</p>						
	<p><b>B <u>Schedule of Payments</u></b> The Schedule of payments is specified below:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">1 First instalment after the submission of inception/ Field report</td> <td style="text-align: right; padding-left: 20px;">0</td> </tr> <tr> <td style="padding-left: 20px;">2 Second instalment after the submission of Draft Final Report and Presentation</td> <td style="text-align: right; padding-left: 20px;">0</td> </tr> <tr> <td style="padding-left: 20px;">3 Final instalment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR</td> <td style="text-align: right; padding-left: 20px;">100</td> </tr> </table>	1 First instalment after the submission of inception/ Field report	0	2 Second instalment after the submission of Draft Final Report and Presentation	0	3 Final instalment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR	100
1 First instalment after the submission of inception/ Field report	0						
2 Second instalment after the submission of Draft Final Report and Presentation	0						
3 Final instalment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR	100						



<b>Project Administration</b>	<p><b>A Coordinator</b></p> <p>The Client designates Chief Administrative Officer as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptances and approval of the reports and of other deliverables by the Client and for receiving and approving invoice for the payment</p>
	<p><b>B Reports</b></p> <p>The reports listed, “Consultant’s Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3</p>
<b>Performance Standards</b>	<p>The Consultant undertakes to perform the Service with the highest standards of professional and ethical competence and integrity The Consultant shall promptly replace any employees assigned under contract that the Client considers unsatisfactory</p>
<b>Confidentiality</b>	<p>The Consultants shall not, during the term of this Contract a within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business r operation without the prior written consent of the Client</p>
<b>Ownership of Material</b>	<p>Any studies report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client The Consultant may retain a copy of such documents and software</p>
<b>Consultants not to be Engaged in Certain Activities</b>	<p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services</p>
<b>Insurances</b>	<p>The Consultants will be responsible for taking out any appropriate insurance coverage</p>
<b>Assignment</b>	<p>The consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent</p>
<b>Law Governing Contract and Language</b>	<p>The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English</p>
<b>Dispute Resolution</b>	<p>Any Dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Nepal</p>

12/19/20



<b>FOR THE CLIENT</b>	<b>FOR THE CONSULTANT</b>
Signed by: .....	Signed by: .....
Title: .....	Title: .....

**WITNESS**

12/19/20



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