



# **REQUEST FOR PROPOSAL (RFP)**

**For**

**“Procurement of Consultancy Services for the Preparation of Detailed Environmental Impact Assessment (EIA) Study Report for the Construction of Academic/Administrative Buildings and Allied Works of Pokhara University at Pokhara-30, Gagangauda, Musetuda”**

*RFP No: 01/2078-79/EIA (Consulting Services)/ PIU-TS/PUIDP-XV (Musetuda)*

Khudi-Dhungepatan, Ward No. 30, Pokhara Metropolitan City, Kaski.

Ph: 061-560639, 061-561046, Fax: 061-560392

Email: [piuts@pu.edu.np](mailto:piuts@pu.edu.np)

4<sup>th</sup> Ashoj, 2078 (September 20, 2021)

---

## TABLE OF CONTENTS

<b>Notice Publication .....</b>	<b>1</b>
<b>Section 1 – Letter of Invitation .....</b>	<b>3</b>
<b>Section 2 – Instructions to Consultants and Data Sheet .....</b>	<b>4</b>
<b>Section 3 – Technical Proposal – Standard Forms .....</b>	<b>23</b>
<b>Section 4 – Financial Proposal – Standard Forms .....</b>	<b>34</b>
<b>Section 5 – Eligible Countries .....</b>	<b>38</b>
<b>Section 6 – Corrupt and Fraudulent Practices .....</b>	<b>39</b>
<b>Section 7–Terms of Reference .....</b>	<b>40</b>
<b>Section 8 – RFP Forms &amp; Formats .....</b>	<b>50</b>
<b>PART II</b>	
<b>Section 9 – Conditions of Contract and Contract Forms .....</b>	<b>61</b>
<b>Preface .....</b>	<b>63</b>
<b>I. Form of Contract .....</b>	<b>65</b>
<b>II. General Conditions of Contract .....</b>	<b>69</b>
<b>III. Special Conditions of Contract .....</b>	<b>87</b>
<b>IV. Appendices .....</b>	<b>91</b>

---

# TABLE OF CLAUSES

NOTICE PUBLICATION

## PART I

Section 1. Letter of Invitation

### **Section 2. Instructions to Consultants and Data Sheet**

#### A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices
6. Eligibility

#### **B. Preparation of Proposals**

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising the Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

#### **C. Submission, Opening and Evaluation**

17. Submission, Sealing, and Marking of Proposals
  18. Confidentiality
  19. Opening of Technical Proposals
  20. Proposals Evaluation
  21. Evaluation of Technical Proposals
  22. Financial Proposals for QBS
  23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
  24. Correction of Errors
-

- 
25. Taxes
  26. Conversion to Single Currency
  27. Combined Quality and Cost Evaluation
  28. Negotiations
  29. Conclusion of Negotiations
  30. Award of Contract

**D. Negotiations and Award**

**E. Data Sheet**

Section 3. Technical Proposal – Standard Forms

- Form TECH-1
- Form TECH-2
- Form TECH-3
- Form TECH-4
- Form TECH-5
- Form TECH-6
- Form TECH-7

Section 4. Financial Proposal - Standard Forms

Section 5. Eligible Countries

Section 6. Corrupt and Fraudulent Practices

Section 7. Terms of Reference

Section 8 – RFP Forms & Formats

**PART II**

Section 9. Conditions of Contract and Contract Forms

**Preface**

**I. Form of Contract**

**II. General Conditions of Contract**

**III. Special Conditions of Contract**

**IV. Appendices**

---



## POKHARA UNIVERSITY (PU)

Project Implementation Unit / Technical Section (PIU/TS)

RFP No: 01/2078-79/EIA (Consulting Services)/ PIU-TS/PUIDP-XV (Musetuda)

### NOTICE PUBLICATION

Date of First Publication of RFP Notice: 05/06//2078, In **Kantipur National Daily**

1. Pokhara University is planning for the Construction of Academic/Administrative Buildings, Other Infrastructures and Land Development Works at Pokhara-30, Gagangauda, Musetuda. For this, the University intends to carry out the Detailed **Environmental Impact Assessment, Prepare the EIA report and make the necessary approval from the concerned authorities** before proceeding the construction works. This invitation for RFP is made to invite the applications from all the interested/eligible consulting firm/s registered in Nepal under GoN rules and regulation for the **“Preparation of Environmental Impact Assessment (EIA) Study Report for the Construction of Academic/Administrative Buildings and Allied Works of Pokhara University at Pokhara -30, Gagangauda, Musetuda”**.
2. The Consulting firm can apply either singly or in JV. In case of JV, the number of consulting firms should not exceed two including the lead firm.
3. The RFP documents can be collected from Project Implementation Unit /Technical Section, Pokhara University or the University website: <http://pu.edu.np> at the cost of **NRs. 1,000 (One thousand only, non-refundable)** during office hours on or **before the 15<sup>th</sup> day** of the first day of publication of this notice (**By 19/06/2078, 5:00 pm**). Further, the interested Applicants may download the RFP documents from the University website <http://pu.edu.np> and need to submit to the University **physically or by Courier** within the stated date and time.
4. The payment for the RFP document can be made either through cash deposit or online payment to the account of the University as specified below and should attach the original bank deposit /online payment voucher together with the hard copy of RFP documents during submission.

#### **Information for depositing the cost of document in bank:**

Name of Bank: Nabil Bank

Account Holder: Pokhara University

Account Number: 1201017500870

Branch: Pokhara Branch

Name of Bank: Kamana Sewa Bikash Bank

Account Holder: Pokhara University

Account Number: 01213400024568000022

Branch: Lekhanath Branch

5. All the duly filled RFP documents/forms in hard copy should be submitted in a sealed



---

envelope to the address given below *on or before the 16<sup>th</sup> day (By 20/06/2078, 12:00 Noon)* of first publication of this notice. In case the last date of obtaining and submission of the RFP documents falls on a holiday, the next working day will be deemed as the due date but the time will be the same as stipulated.

6. The complete RFP documents received within the specified time *shall be opened on 16<sup>th</sup> day of first date of publication of this notice (By 20/06/2078, 2:00 pm)* in the presence of applicants or their authorized representatives whoever wants to attend. Absence of applicant or their authorized representatives, however, shall not obstruct or prevent the opening of the RFP in any way. Pokhara University (PU) reserves the right to accept or reject, wholly or partially any or all bids/RFP without assigning any reason, whatsoever.
7. The bidder/consulting firm shall submit an original copy for technical and financial proposal separately on different sealed envelopes on or before the last date of RFP submission. The Quality and Cost based selection (QCBS) procedure will be used for the selection of the consulting firm.
8. The Consulting Firm shall submit the Final EIA Reports to the University within **TWO MONTHS** and shall **make the necessary approval from the concerned authorities** within **SIX MONTHS** or less as required by the University from the date of Commencement of the work.
9. A brief information of the job /projects to be completed are described in the Table 1.1 of Section (C) of this document.
10. Further information on RFP can be obtained from the below address during the office hours in all working days prior to the deadline of submission of RFP.

***Address of the University:***

POKHARA UNIVERSITY (PU)

Project Implementation Unit /Technical Section (PIU/TS)

Khudi Dhungepatan, Pokhara-30, Kaski

Ph: 061-504046, 061-504039

Website: <https://pu.edu.np>

Email Address: [piuts@pu.edu.np](mailto:piuts@pu.edu.np)

*Bhaskar*



---

## Section: 1 Letter of Invitation /RFP

Date: .....

### ***Subject: Request for Proposal***

**Dear Sir/Mam,**

Pokhara University, Project Implementation Unit / Technical Section, Kaski invites you to submit the Technical and Financial Proposal (separately) according to RFP attached herewith for the assigned consulting services ***“Preparation of Environmental Impact Assessment (EIA) Report for the Construction of Academic/Administrative Buildings and Allied Works of Pokhara University at Musetuda, Gagangauda, Pokhara -30”***.

The background information, scope of works and TOR of the consulting services is attached herewith.

The Consultant shall need to submit the RFP documents (Technical and Financial Proposal in different envelopes) to PIU -Technical Section, Pokhara University during office hours as stipulated in the Notice for RFP.

The firm will be selected under **Quality and Cost Based (QCBS)** method and as per the procedures described in this RFP/TOR and as per PU Procurement Regulations.

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
- Section 8 - Standard Forms of Contract

**Yours sincerely,**

.....  
Dr. Dipak Bahadur Bhandari  
Registrar, Pokhara University



## Section: 2 Instructions to Consultants and Data Sheet

### A. General Provisions

<b>1. Definitions</b>	<p>(a). “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is control 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 issue</p> <p>(c). In addition, in force from time to time.</p> <p>(d). “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>(e). “Client” means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant.</p> <p>(f). “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>(g). “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>(h). “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>(i). “Day” means a calendar day.</p> <p>(j). ”Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>(k). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l). “Government” means the government of the Nepal.</p> <p>(m). “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>(n). “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(o). “ITC” (this Section 2 of the RFP) mean the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(p). “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the Client to the shortlisted Consultants.</p>
-----------------------	--





	<p>(q). “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assign to perform the Services or any part thereof under the Contract and whose CVs are not evaluate individually.</p> <p>(r). “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s). “RFP” means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(t). “SRFP” means the Standard Request for Proposals issued by PPMO, which must be use by the Public Entity as the basis for the preparation of the RFP.</p> <p>(u). “Services” means the work to perform by the Consultant pursuant to the Contract.</p> <p>(v). “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(w). “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be perform, 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 invite 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 consider them in preparing their Proposals; including attending a pre-proposal conference if specify 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 influence 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</u></p>

	<p><u>non-consulting services</u>: a firm 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, will 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>
<b>b. Conflicting assignments</b>	(ii) <u>Conflict among consulting assignments</u> : a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hire for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
<b>c. Conflicting relationships</b>	(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.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 The GoN/DP require compliance with its policy concerning corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<b>6. Eligibility</b>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in <b>Section 5</b> to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that 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 as specified in the Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<b>a. Sanctions</b>	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to award a GoN/DP-financed contract, or to



	<p>benefit from a GoN/DP-financed contract, financially or otherwise, during such period, as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b>.</p> <p>6.3.2 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, Owner, or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.</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> <p>(c) If the 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 shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges.</p>
<b>c. Restrictions for public employees</b>	<p>6.3.3 Government officials and civil servants either may only be hire under consulting contracts, 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>
<h2><b>B. Preparation of Proposals</b></h2>	
<b>7. General Considerations</b>	<p>7.1 In preparing the Proposal, the Consultant need 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 in the English language.</p>
<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 pay to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission</p>

	form (Section 4).
<b>11. Only One Proposal</b>	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .
<b>12. Proposal Validity</b>	12.1 The <b>Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
<b>a. Extension of Validity Period</b>	12.4 <b>The Client will make its best effort to complete the negotiations within the proposal's validity period.</b> However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
<b>b. Substitution of Key Experts at Validity Extension</b>	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
<b>c. Sub-Contracting</b>	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b> .
<b>13. Clarification and Amendment of RFP</b>	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

	<p>(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 consider an amendment 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 case, a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Technical Proposal Format and Content</b></p>	<p>15.1 <b>The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</b></p> <p>15.2 Only one curriculum vita (CV) may be submitted for each key expert. If a</p>

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

	<p>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><b>17.8</b> 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><b>17.9</b> 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, <b>if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required; the Client shall reject the Proposal.</b></p> <p><b>17.10</b> The Proposal or its modifications must be sent to the address indicated in the Data Sheet and <b>received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline.</b> 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><b>18.1</b> 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><b>18.2</b> Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO’s blacklisting procedures.</p> <p><b>18.3</b> 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><b>19.1</b> 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><b>19.2</b> 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>20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant’s Technical or Financial Proposal.</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. <b><i>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.</i></b> 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 If the 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 consultant’s proposal shall be excluded during the evaluation.</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 <b><i>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.</i></b> All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 If the 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 consultant’s proposal shall be excluded during the evaluation.</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</p>





	<p>selection process and Contract signing. <i>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.</i></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 and the details of the amount and the content effaced,</li> <li>(g) Other necessary matters considered appropriate by the Public Entity</li> </ul> <p>23.3 If the 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 consultant's proposal shall be excluded during the evaluation.</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</b></p>	<p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed</p>

<b>Contracts</b>	to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>25. Taxes</b>	<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>
<b>26. Conversion to Single Currency</b>	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	<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>
<b>c. Least-Cost Selection (LCS)</b>	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	<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. <b><i>The notification period shall be at least 15 days for international selection and 7 days for national selection.</i></b></p>
<b>a. Availability of Key Experts</b>	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

	<p>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>
<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 negotiations</b>	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the 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>
<b>29. Conclusion of Negotiations</b>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated 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>
<b>30. Award of Contract</b>	<p>30.1 Pursuant to Clause 29.1 of this ITC, <i>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.</i></p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then <i>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.</i></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 If the 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 consultant’s proposal shall be excluded during the evaluation.</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. <b><i>The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</i></b></p> <p><b>In case of letter of intent</b>, 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 0.10 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. <b><i>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.</i></b></p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC <b>then the Client will clarify and respond within 5 days of receiving such application.</b></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 fulfill 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>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. Interference in participation of other prospective bidders.</li> <li>e. 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>f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.</li> <li>g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract</li> </ol>
<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> <ol 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> </ol> <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

A. General	
<b>ITC Clause Reference</b>	
<b>2.1</b>	<p>Name of the Client: <b>Pokhara University</b>            Office Address: <b>Pokhara Metropolitan 30, Khudi- Dhungepatan, Kaski</b></p> <p>Method of selection: <b>Quality and Cost Based Selection (QCBS)</b></p>
<b>2.2</b>	<p>The Financial Proposal and the Technical Proposal shall be submitted together but separately in different envelope by <b>Ashoj 20, 2078 (October 06, 2021)</b>.</p> <p>The name of the assignment is: <b>“Procurement of Consultancy Service for the Preparation of Environmental Impact Assessment (EIA) Report for the Construction of Academic/Administrative Buildings of Pokhara University at Musetuda, Gagangauda, Pokhara -30”</b>  <i>RFP No: 01/2078-79/EIA (Consulting Services)/ PIU-TS/PUIDP-XV (Musetuda)</i></p>
<b>2.3</b>	A pre-proposal conference will be held: <b>Ashoj 14, 2078 (September 30, 2021)</b>
<b>2.4</b>	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <b>Please refer to Section 7, TOR</b>
<b>6.2</b>	Maximum number of partners in JV shall be <b>2 including the Lead Firm.</b>
B. Preparation of Proposals	
<b>10.1</b>	<p>The Proposal shall comprise the following:  <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> <li>(7) TECH-5</li> <li>(8) TECH-6</li> <li>(9) TECH-7</li> </ol> <p>AND</p>

*Mhalep*



	<p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3</p> <p>Proof of legal status establish the Consultant’s legal capacity to enter into binding and enforceable contracts and may be supported by Certificate of incorporation.</p>
<b>11.1</b>	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: <b>NOT ALLOWED</b>
<b>12.1</b>	Proposals must remain valid for <b>90 calendar days</b> after the last date of submission of the proposal.
<b>12.9</b>	Sub-contracting is allowed for the proposed assignment: <b>NOT ALLOWED</b>
<b>13.1</b>	<p>Clarifications, if any, may be requested no later than 7 days prior to the last date of submission of the proposal.</p> <p>The contact information for requesting clarifications is:  <b>Project Implementation Unit -Technical Section</b>  <b>Pokhara University</b>  <b>Phone No: 061- 504046, 061-504039</b>  Website: <a href="https://pu.edu.np">https://pu.edu.np</a>, Email: <a href="mailto:piuts@pu.edu.np">piuts@pu.edu.np</a></p>
<b>14.1.1</b>	During the RFP preparation the Shortlisted Consultants may associate with other Consultants to make the Joint Venture: <b>NO</b>
<b>14.1.2</b>	<b>Estimated Cost of the Assignment:</b> .....
<b>14.1.3</b> for time-based contracts only	<p>Minimum time-input of international Key Experts’ is: <b>Not Required</b></p> <p><b>Minimum time-input of national Key Experts’ is: Man-month as per the TOR</b></p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, <b>the missing time input (expressed in person-month) is calculated as follows:</b></p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted</p>

	higher than the required minimum of time-input will not be adjusted.
<b>16.1</b>	<p>[A sample list provided below for guidance. Items that are not applicable should be delete, others may be added.]</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Client;</li> <li>(7) other allowances where applicable</li> </ol> <p>Only for Time-Based Contracts:</p>
<b>16.2</b>	A price adjustment provision applies to remuneration rates: <b>Not Applicable</b>
<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</b>	<b>The Financial Proposal should state local costs in Nepalese Rupees only.</b>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p><b>The Applicants must submit the Hard copy of the RFP Documents (Technical and Financial Proposal Separately) Physically or By Courier</b> within the stated date and time at the University.</p> <p>Further, the interested applicants may download the RFP documents from the website of the University <a href="http://pu.edu.np">http://pu.edu.np</a>.</p> <p><b>Provision of Online submission of RFP documents: Not allowed.</b></p>
<b>17.5</b>	<p><b>The Consultant must submit:</b></p> <ol style="list-style-type: none"> <li>(a) <b>Technical Proposal:</b> one (1) original,</li> <li>(b) <b>Financial Proposal:</b> one (1) original separately sign and sealed in two different envelopes, and put them in a bigger outer envelope.</li> </ol>
<b>17.8</b>	The Last date of submission of the Proposal is: <b>Ashoj 20, 2078 by 12:00 Noon (October 06,</b>



	<p><b>2021)</b> The address for submission of the Proposal submission is:</p> <p><b>Pokhara University</b> <b>Project Implementation Unit/Technical Section</b> <b>Khudi Dhungepatan, Pokhara Metropolitan- 30, Kaski.</b></p>
<b>19.1</b>	An online option of the opening of the Technical Proposals is offered: <b>NO</b>
<b>19.2</b>	<b>In addition, the information will be read aloud at the opening of the Technical Proposals.</b>
<b>21.1</b>	<p><b>The evaluation criteria, sub-criteria, and point system for the evaluation are:</b></p> <p><b>(i) Specific experience of the consultants (as a firm) related to the assignment for the last 7 years: 25 Marks</b></p> <ol style="list-style-type: none"> <li>1. General Experiences of Firm for conducting EIA study /Report Preparation for any Civil Engineering Projects.</li> <li>2. Specific Experience of Firm for conducting EIA study /Report Preparation for the Academic Institutions/ University /Institutional or Administrative /Commercial Building Projects.</li> <li>3. Specific Experience of Firm for conducting EIA study /Report Preparation for the Master Plan Development of Academic Institutions/ University /Institutional or Administrative Building Projects.</li> </ol> <p><b>(ii) Adequacy of the proposed work plan and methodology in response to the Terms of Reference: 25 Marks</b></p> <ol style="list-style-type: none"> <li>1. Background: understanding of scope of the project (Clear description expected)</li> <li>2. Attended to pre-proposal conference/meeting</li> <li>3. Work methodology</li> <li>4. Submission of realistic work plan</li> <li>5. Commitment to complete all the task in less than 6 months with realistic plan</li> </ol> <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p>

	<p><b>(iii) Qualifications and Experience of the key staffs: 50 Marks</b></p> <p>1. General Qualifications 30%</p> <p>2. Experience (Overall and Relevant or Specific) 60%</p> <p>3. Experience in Similar Academic /Admin. Bld. Project Work 10%</p> <p style="text-align: right;"><b>Total Points: 100%</b></p> <p><b>The aggregate minimum score (St) required to pass in Technical Evaluation is 70 Marks and 50% in each criteria (i), (ii) &amp; (iii).</b></p>
23.1	An online option of the opening of the Financial Proposals is offered: <b>Not Allowed</b>
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	The single currency for the Financial Proposal will be only the <b>Nepalese Rupees.</b>
27.1	<p><b>The Firm who quotes the minimum amount in the Financial Proposal will be given the maximum financial score (F max) = 100 Marks.</b></p> <p><b>The formula for determining the financial scores (Fs) of other Proposals is:</b>  <b>Fs = [F lowest / F proposal] x 100</b> , in which “Fs” is the financial score obtained by the Firm,  “F lowest” is the lowest Quoted amount among all the Firms, and “F proposal” is the amount of the proposal under consideration.</p> <p><b>The weightage given to the Technical (T) and Financial (F) Proposals are:</b>  <b>Technical (T) = 80%, and</b>  <b>Financial (F) = 20%</b></p> <p>Proposals are ranked according to their combined technical (Ts) and financial (Fs) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) as following:</p> <p><b>S = Ts x T % + Fs x F %.</b></p>
	<b>D. Negotiations and Award</b>
28.1	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> Mangsir 8, 2078  <b>Address:</b> Central Office, Pokhara University,  Khudi- Dhungepatan, Pokhara Metropolitan -30,</p>
30.4	<p><b>Expected date for the commencement of the Services: Date:</b> Mangsir 15, 2078  <b>Location:</b>  1. Musetuda, Gagangauda, Pokhara Metropolitan-30, Kaski.</p>

---

## Section 3. Technical Proposal – Standard Forms

### FORM TECH-1: Technical Proposal Submission Form

---

{Location, Date}

---

To: The Registrar  
Pokhara University,  
Khudi Dhungepatan, Pokhara -30, Kaski

Dear Sir:

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.

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 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 based on 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.

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,

1. Either all members shall sign or only the lead member,
2. In which case the power of attorney to sign, on behalf of all members shall be attached}

*Mhalep*



---

**FORM TECH-2**

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

---

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**

---

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.
3. 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.

*Mhaleq*



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: \_\_\_\_\_

*Mhaleq*



---

**FORM TECH-3**

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

---

The Applicant can provide necessary comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; 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**

**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 }

*Mhaleq*



---

## FORM TECH-4

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

---

The Applicant can provide 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 on 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.

*Mhalep*





**FORM TECH-5**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

S.N	Deliverables (D-..)	Days/ Week/Month											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>1</b>	Deliverable #1:												
	1) Data collection												
	2) Drafting												
	3) Inception report												
	4) Incorporating comments												
	5).....												
	6) Delivery of final report to Client												
<b>2</b>	Deliverable #2 :												

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 the form of a bar chart.
3. The Realistic work plan prepared with more detailing of the activities/ task and on the daily basis shall be given more priority during the evaluation.
4. Include a legend, if necessary, to help read the chart.



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

S.N	Name and Nationality	Experts time-input (IN Months/ Week)				Total time-input (in Months)				
		Position		D-1	D-2	D-3	.....	Home	Field	
<b>KEY EXPERTS</b>										
K-1		[Team Leader]	[Home]	2 month	[1.0]	[1.0]				
			[Field]	[0.5 m]	[2.5]	[0]				
K 2										
<b>NON-KEY EXPERTS</b>										
N-1			[Home]							
			[Field]							
N-2										

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1.
- 2 Days are counted from the start of the assignment/mobilization of the Consultant at Field.
- 3 "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.



**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, consulting service amount 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>
<b>List all deliverables/tasks as in TECH- 5 in which the Expert will be involved</b>	

**Experts 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.*

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





---

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

---

{Location, Date}

To: The Registrar  
Pokhara University  
Khudi Dhungepatan, Pokhara- 30, Kaski

---

Dear Sir:

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} {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.

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

Yours sincerely,

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

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

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

Address/ Email:

*Bhale*



## FORM FIN-2 SUMMARY OF COSTS

S.N	Item or Descriptions	No.	Total Input (Months)	Rate/Month (NRs.)	Amount (NRs.)	Remarks
<b>A</b>	<b>Salary of Key Staffs</b>					
1	Team Leader /Environment Expert	1	6.0			
2	Civil Engineer	1	1.5			
2	Sociologist	1	2.0			
3	Biologist/ Forester	1	2.0			
4	Geologist	1	1.0			
5	Remote Sensing and GIS Expert /Geographer	1	1.0			
6	Supporting Staff	1	1.5			
	<b>Sub-total(A):</b>					
<b>B</b>	<b>Travel/ Accommodation Expenses</b>					
1	Travel Expenses	LS				LS = Lum Sum
2	Subsistence/ Accommodation Allowance	LS				
3	Office Rent	1	6.0			
	<b>Sub- total (B)</b>					
<b>C</b>	<b>Miscellaneous Expenses</b>					
1	Cost of Communication- Internet, Telephone	LS				
2	Cost of Stationery, Preparation of Documents (Drawing, Letters, Reports), Printing, Photocopy, Presentation etc.	LS				
3	Cost of Survey, Data Collection, Public Hearing, Equipment, Survey Team etc.	LS				
	<b>Sub-total (C)</b>					
<b>D</b>	<b>Total (A+B+C)</b>					
<b>E</b>	<b>VAT @ 13% of (D)</b>					
<b>F</b>	<b>Grand Total after 13% VAT (D+E)</b>					

Note: The above rate should include all the cost to complete the task, consultant's overhead, profit and other governmental taxes.

*Bhalap*





### Form FIN-3 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 # 2- as in FIN-2}	{Local Currency- as in FIN- 2}
<b>Reimbursable Expenses</b>						
<i>{e.g., Per diem allowances}</i>	<i>Day</i>					
<i>{e.g., International flights}</i>	<i>RT</i>					
<i>{e.g., In/out airport transportation}</i>	<i>Trip</i>					
<i>{e.g., Communication costs}</i>						
<i>{ e.g., reproduction of reports}</i>						
<i>{e.g., Office rent}</i>						
<i>Sub-Total: Reimbursable Expenses</i>						
<b>Provisional Sum</b>						
<i>Items</i>						
<i>Sub –total Provisional Sum</i>						
<b>Total: Reimbursable Expenses and Provisional Sum</b>						

Note: Provisional Sum must be express in the Nepalese Currency.

*Bhalad*



---

## Section 5. Eligible Countries

For the purpose of National shortlisting: “**Nepal**”; only.

*Bhalad*



---

## Section 6. 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:
    - (a) 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
    - (b) 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.

*Mohamed*



## Section 7. Terms of Reference (TOR)

### 7.1 Project Information

*Pokhara University* was established under the Pokhara University Act, 1997 for enhancing the opportunity of qualitative education to all the public on various fields of Science and Technology, Health and Allied Science, Management, Social Science and other subjects through the maximum participation of the private sectors. Pokhara University (PU) has been receiving grants from the University Grant Commission /different donor agencies and its own internal resources mobilization for the construction and development of various infrastructure projects and hence established the Project Implementation Unit (PIU) under the Pokhara University Infrastructure Development Program (PUIDP). From the very beginning of its establishment, Pokhara University is always focus on building and developing the adequate infrastructures and other essential supporting facilities to create a good academic environment.

Pokhara University is planning to shift all its existing Faculties and Schools (Science & Technology, Management and Humanities) at Pokhara-30, Musetuda, Gagangauda from Khudi-Dhungepatan, Pokhara-30, Kaski after developing there necessary infrastructures. Pokhara University strongly believes that the socio-cultural, biological and the environmental factors are to be considered during any construction and there should be minimum impacts/effects on the environment. The Table No 1. describe clearly the Objective of the University and the Scopes of the construction works to be carried out in the study area.

**Table 1:** Proposed Infrastructures to be built in the Study Area

<b>Name or /Descriptions of Projects / or Proposed Infrastructures to be built in the Study Area:</b>
<p><b>A. Building Complex Works: Academic Complex (~5 buildings:</b> 3 for School of Engineering (1. Civil &amp; Rural, 1. Computer/Software/IT/ Electrical &amp; Electronic, 1. Mechanical and New Programs; 1 for School of Business and 1 for School of Social Engineering &amp; Administration), <b>Administrative Complex (~3 buildings:</b> 1 For Deans' Office (for 3 faculties) + 1/1 For School's Admin. (Sc. &amp; Tech. and Management) and <b>Canteens and Guard Houses (~4 Blocks:</b> 1 for guard house and 1/1 for each schools) Construction Work to shift the Faculties of Science &amp; Technology, Management and Humanity Faculties of University at Gagangauda (Musetuda's Land) from Khudi-Dhungepatan &amp; Bijayapur.</p>
<p><b>B. Laboratory Blocks and Library Space:</b> Necessary infrastructure for Laboratory Blocks (at least ~ <b>3 Blocks:</b> 1 for WRE, Material Lab (GF/FF) + General Sc. etc. (FF/SF), 1 for Thermal &amp; Mechanical (GF/FF) + Structure Lab &amp; Drawing Lab etc. (FF/SF) and 1 Block for Computer/Software/IT (FF to TF) and Library Space Provision (GF) to run the all Engineering Programs of the University.</p>
<p><b>C. Auditorium Hall, Student/Staff/Teachers' Organization Office and Parking Development Works:</b> Necessary infrastructure for auditorium hall of capacity at least 500 people, <b>1 Block</b> for Student/Staff/Teachers' Organization Office block and Necessary Open /Shade Parking Construction Works at Musetuda's land.</p>
<p><b>Construction Supervision Works:</b> where and when required by the University,</p>
<p><b>A. For different Infrastructure Construction Projects at Musetuda:</b> To provide necessary construction supervision during the construction period of the above proposed infrastructure at Musetuda's land as per proposed Master Plan.</p>
<p><b>B. For Central Office Building Extension Project:</b> To provide necessary construction supervision during the construction period of the Central Administrative Building Extension (and Allied Works) Project at University Premises (Khudi-Dhungepatan) during construction period.</p>

---

So, the design of the buildings and other infrastructures should incorporate environmental concepts such as avoiding/minimizing adverse environmental impacts, minimum impact on the existing plants and vegetation, concept of re-use and re-cycling, minimizing the pollution and wastages. The Environment protection laws, rules and regulations formulated by the statutory bodies will be strongly followed both during the design and construction phase.

Hence, Pokhara University Infrastructure Development Project (PUIDP), Project Implementation Unit /Technical Section (PIU/TS), Khudi-Dhungepatan, Pokhara-30, Kaski *invites Request for Proposal (Technical and Financial Proposal) from domestic Consulting Firm(s) to carry out the detailed environmental study and prepare the EIA reports of Musetuda* as per the Environment Protection Act/ Regulations 1997. The final EIA Report should be submitted within two month or less as required by the University and the Consultant shall assist on making the approval of the EIA/TOR reports from the concerned authorities within 6 months or less as required by the University from the date of Commencement of the work.

## **7.2 Objective of the Consulting Services**

The main objective of the hiring the Consultancy is to seek the necessary consultancy for the detailed environmental study and preparation/approval of the EIA reports from the concerned authorities. The objective of conducting EIA of the proposed project is to minimize the adverse impacts to the physical, biological and socio-cultural environment to the project area and its periphery during the construction phase and even on the post construction phase.

All the infrastructures of the University should be standard, safe, economic and environment friendly. The guidelines and rules formulated by Environment Protection Act (EPA 1997) and the Environment Protection Regulation (EPR 1997) need to be strictly consider by the Consultant during the preparation of the report.

## **7.3 The Specific Objectives of RFP are to prepare:**

The specific objective of the proposal includes:

- a) To identify, predict and analyze the potential environmental impact (whether positive or adverse) on physical, biological, socio-economic and cultural aspect from the construction area to the local area.
- b) To determine the potentials of the improvement on environmental resources and socio-economic benefits to the communities in the project area and its vicinity.
- c) To inform all the stakeholders about the project and receive public feedback for safeguarding the natural environment with least negative impact on its natural settings.
- d) To delineate the study area for the EIA study.
- e) To collect the existing physical, biological, socio- economic environmental base line data/ information of the study and project area.



- 
- f) To provide necessary information and close coordination with the design consultant.

#### **7.4 Relevancy of the Project:**

The Government of Nepal statutory requirement has to adhere the environmental assessment, whether it is EIA or IEE, for any type of development activities **as detailed in the EPA-1996, EPR-1997 with amendments**. Under the act, it is also made mandatory to suggest and recommend the suitable mitigation measures for the control and management of the environment ensuring a minimum deterioration due to the result of the project implementation. Above all, environment monitoring program and its plan for the implementation is also equally important.

The EPA 1996, in its section 3, calls the proponents to conduct EIA study for the prescribed proposal. The proponents are required not to implement the proposal without approving EIA reports. Section 6 of the Act empowers the concerned Ministry and Ministry of Environment, Science and Technology to approve the IEE and EIA respectively. The proposals requiring the EIA study are prescribed in schedule 2 of EPR 1997.

#### **7.5 Environmental Policy**

The need for consideration of the environmental aspects was raised in the development plans since early 1980s. For the first time in the history of environmental management, Government of Nepal emphasized on the integration of environmental aspects while developing large scale projects and need for carrying out EIA study for those large infrastructural projects which has adverse effects on the environment (NPC, 1980). The need for EIA study was further emphasized in the Seventh and Eighth Five Year Plan. The Ninth Five Year Plan (1997-2002) introduced the need of conducting the participatory EIA.

#### **7.6 Environmental Legislation**

After the enforcement of EPA 1996 and EPR 1997, the project proposal prescribed in the schedule 1 and 2 of EPR 1997 has made mandatory for conducting IEE and EIA before the implementation of such projects. The legislation obliges the proponent(s) to prepare the EIA report for the proposed project by following the legal process as set out in the EPR, 1997

#### **7.7 Scope of the Consulting Service**

The Consultant, under the Terms of Reference (TOR) and in close coordination with Project Implementation Unit (PIU/TS) of Pokhara University, shall carry out activities and deliver the services. The scope of Consultant's services during the Consulting Period shall include, but is not necessarily limited to, providing advice and assistance that reasonably falls within Consultant's knowledge and expertise including without limitation patent and technical matters.

##### **7.7.1 Phase I: Scoping of the Project**

*Mahesh*



---

The main objective of the scoping is to inform all the stakeholders about the project, receive their comments, suggestion on relevant environmental issues and identify the environmental issues that are to be addressed during the preparation of EIA report. The scoping requires the need for making a plan for the involvement of public, collecting the relevant data and information, disseminating the project objective and information to the public, identifying the major issues of the public and then establishing priorities and strategies for addressing the priority issues. The various steps involved for the Scoping of the project are:

- Review the Secondary articles and literature
- Publication of the Public notice
- Provide an opportunity for public involvement and participation in determining the environmental aspects and issues to be assessed while preparing the EIA report;
- Field Survey and Visit
- Impact area delineation
- Identify environmental concerns and issues for consideration in the EIA report;
- Prioritizing of Issues that should be incorporated in the TOR for EIA study;
- Explore alternative to the proposal

### **7.7.2 Phase II: Preparation of EIA Reports**

The second phase of the task is the preparation of the EIA report that needs to be approved from the concerned ministry. The Consulting Firm(s) need to carry out the detailed environmental study and prepare the EIA reports of the project as per the Environment Protection Act/ Regulations 1997. The main objectives for the preparation of EIA reports are:

- To identify, predict and analyze the potential environmental impact (whether positive or adverse) on physical, biological, socio-economic and cultural aspect of the environment.
- Recommend the preventive and restorative measures, environmental management plan along with the monitoring and auditing requirements
- To determine the potentials of the improvement on environmental resources and socio-economic benefits to the communities in the project area and its vicinity.
- To inform all the stakeholders about the necessity of the project and receive public feedback to address the relevant environmental and public concerns and issues.



---

## **7.8 POLICIES, LAWS, RULES AND MANUALS TO BE TAKEN INTO ACCOUNT WHILE PREPARING THE EIA STUDY REPORT**

The following policies and laws shall be reviewed in detail during the preparation of EIA report and relevant provisions shall be included. Relevant other legislations that are attracted for the construction of the proposed project are outlined as below:

### **Policies**

The following policies shall to be reviewed, taking into consideration the nature of the activities of the proposal, while preparing the final EIA report.

- Three-year Interim Plan 2007-2010
- National Urban Policy, 2007
- National Shelter Policy, 1996

### **Laws:**

- Interim Constitution of Nepal, 2007
- Environmental Protection Act, 1996
- Environmental Protection Rules, 1997
- Local Self-Governance Act, 1999
- Self-Governance Regulations, 2000
- Solid Waste (Management and Resource Mobilization) Act, 1987
- Solid waste (Management and Resource Mobilization) Regulations, 1989
- Apartment Ownership Act, 1997
- Town Development Act, 1988
- Labor Act, 1991
- Child labor (Prohibition and Regularization) Act, 1997
- Electricity Act, 1993
- Public Roads Act, 1974
- Water Supply Management Board Act, 2007
- Nepal National Building Code, 2005

## **7.9 PROCEDURES TO BE ADOPTED WHILE PRERPAEING THE REPORT**

The EIA study will be carried out in accordance with the EPR, 1997. Following methodologies shall need to be adopted to carry out the study and preparation of the standard EIA report.

### **7.9.1 Desk Study**

To conduct EIA study of the project, a team headed by an environmental expert need to be formed. All the necessary maps, data and other information will be collected from different published and unpublished reports.

*Mohalep*





---

### 7.9.2 Field Investigation

The EIA team shall conduct the field survey of the project area for inspection and data collection. The primary information on social, cultural, economic, physical and biological environment of the project area will be collected by field survey.

### 7.9.3 Public Notice

Public notice shall be published at notice board of various institutions and at national daily newspaper, seeking written opinion from concerned people and local institutions regarding the probable impacts of the project, as prescribed by the rule 7 of Environmental Protection Regulation 2054 to collect the feedbacks and suggestion regarding the issues.

### 7.9.4 Data Processing and Analysis

The collected primary and secondary data need to be processed and analyzed to identify both the negative and positive impacts of the project on the existing environment. The socio-economic and cultural information will be crosschecked and analyzed. Expert judgment will be the main basis for the identification and assessment of potential impacts, together with the use of indicators for quantifying likely magnitude, extent and duration.

## 7.10 REQUIRED SERVICES TO GET THE APPROVAL OF EIA REPORT /TOR FROM THE CONCERNED AGENCIES

It is the duty of the consultant to get the approval of the detailed EIA study report or TOR or related documents from the concerned government authorities to proceed the construction works as per the approved plan. The University shall assist in this process in all manner. The Consultant shall make necessary changes in his study /reports or documents, if required by the Governmental /Regulatory bodies to get the approval. The University shall not bear any additional cost thereof.

### 7.10 Time Schedule & Commencement of Services

#### 7.11.1 Study and Report Preparation Phase: *Total 2 Months*

- a) Field visit and collection of data /**Inception Report** after signing the agreement : 1<sup>st</sup> week
- b) Public hearing /**Preliminary Report** after meeting on inception report : 3<sup>rd</sup> week
- c) Scoping /ToR /**Draft Report** submission : 6<sup>th</sup> week
- d) Submittal of **Final Study /EIA Report** : 8<sup>th</sup> week

#### 7.11.2 Report Approval Phase: *Total 4 Months*

The consultant shall get the necessary approval of the detailed EIA study report or TOR or related documents from the concerned government authorities in this phase. : 16<sup>th</sup> Week



### 7.11.3 Commencement of Services

The Consultants shall begin carrying out the services within one week after the Agreement made by both parties. This commencement date shall not be changed without the written letter from the client.

### 7.12 Mode of Payment to the Consultant

The Payment to the Consultant shall be made on the following basis:

- A. 25% Payment after Acceptance of Preliminary Report.
- B. 25% Payment after Acceptance of Draft Report.
- C. 25% after Acceptance of the Final Report.
- D. 25% after necessary approval from the concerned authorities of the study.

### 7.13 Men power Requirements

The Consulting Firm should have adequate experts and resource personnel with high qualifications and experiences in planning, survey, documentation, procurement of the projects. Those experts should be available during study and report preparation phase.

<i>S. N.</i>	<i>Title</i>	<i>Nos.</i>	<i>Minimum Qualifications</i>	<i>Experiences</i>
1	Team Leader	1	Master's degree in Environment Science /Engineering	Minimum 12 years' experience in relevant field
2	Civil Engineer	1	Bachelor Degree in Civil Engineering	Minimum 8 years' experience in relevant field
3	Sociologist	1	Master's degree in Social Science and development studies /RD	Minimum 10 years of experience in relevant field
4	Biologist/ Forester	1	Master's degree in Biology /Forestry	Minimum 10 years' experience in relevant field
5	Geologist /Geo-Technical Expert	1	Master's degree in Geology or relevant field	Minimum 10 years of experience in relevant field
6	Remote Sensing and GIS Expert /Geographer	1	Master's Degree in related subject (Geography, Environmental Science, Geomatics Engineering)	Minimum 10 years' experience in relevant field

If any additional men power that is not visibly incorporated in above table, deem to have been included in other resources person, and should be provided to complete the mentioned task.

*Mohamed*



---

## 7.14 Roles and Responsibility of Key Personnel

### Team Leader

- Supervise, co-ordinate and assist the entire team of consultants to deliver the specific services timely
- Supervise the consulting team members and monitor the overall performance/ quality of the design works
- Assist and monitor in preparation of standard EIA report and documents
- Assist and update the Client regarding the project progress and reports
- Other relevant works related to the project if needed

### Civil Engineer

- Assessment of the project plan and other infrastructure to be built in the area.
- Study and calculate the volume of the civil engineering infrastructures to be built in the study area.
- Preparation of the project reports
- Other relevant works related to the project

### Sociologist

- Built up a good relation between the project team and the community people
- Assist on minimizing the gaps and misunderstanding with the public
- Assist on the construction of Environment and Socially acceptable project
- Assist on the preparation of the scoping and EIA documents

### Biologist/ Forester

- Assist on the design and construction of Environment friendly project
- Collect, record and analysis all the data of the existing plants and vegetation of the project area
- Assist on the preparation of the scoping and EIA documents
- Other relevant works related to the project

### Geologist /Geo-Technical Expert

- Make a clear understanding of the Geology of the project area
- Assist on the design of the safe and structurally stable structures
- Collect, record and analysis all the geological data of the project area
- Assist on the preparation of the scoping and EIA documents
- Other relevant works related to the project

### Remote Sensing/ Geographer/GIS Expert

- Assist on the design of the safe and structurally stable structures
- Collect, record and analysis all the relevant data of the project area

*Bhalep*



- 
- Assist on the preparation of the scoping and EIA documents
  - Other relevant works related to the project

### **7.15 Project Output/ Deliverables**

The Consultant shall prepare and submit all the reports to the University timely in the standard format as per the requirement of the concerned Ministry or line agencies. All the source of data/ information shall be clearly mentioned in the reports.

All the submissions shall be accompanied by the electronic version as well as printed Version.

### **7.16 Submission of Reports and Presentation of the Works**

The Consultant shall prepare and submit final **three sets** of reports, design and other project related documents to the University timely in the standard format both in PDF and editable formats. The Consultant shall submit both the hard copy and soft copy of the following documents in the appropriate format.

- a) Project Inception Report
- b) Preliminary Project Report
- c) Draft Detailed Project Report
- d) Presentation of the Draft Report
- e) Final Detailed Project Report
- f) Hard and Soft copy of the Final Approved EIA Study Reports

### **7.17 Liability and Responsibility**

Pokhara University has no full technical team to carry out the detailed study and prepare the complete set of EIA report. Therefore, the University is hiring the qualified Consultant as expert for this purpose. The Consultant shall be fully liable and bear the full responsibility on:

- Authenticity of the field data, screening, public hearing, scoping and collecting information
- Reliability of Surveying Work
- Correctness of the data collections
- Authenticity of the EIA report
- Authenticity of any other details related to project /job

The Consultant shall make necessary changes in his study /reports or documents, if required by the Governmental /Regulatory bodies to get the approval. The University shall not bear any additional cost thereof.

*Mohamed*



## B. Evaluation of Consultant's RFP Application

Pokhara University Project Implementation Unit/Technical Section (PIU/TS) will carry out evaluation of the RFP documents based on the criteria approved by the University and the prevailing Procurement Regulations of Pokhara University.

### A) Detail Evaluation Criteria of Technical Proposal: 80 Marks

- First, the Technical Proposal of all the applicants will be opened and evaluated as per the approved evaluation criteria and Procurement Regulations of the University.
- Then, later the applicants who have passed in the technical evaluation, only their financial proposal will be opened and evaluated.

S.N	Criteria	Full Marks	Pass Marks
A.	Specific Experience of the Consultant related to the Assignment for the last 7 years	25	12.5
B.	Adequacy on the Proposed Work Plan and Methodology responding to the TOR	25	12.5
C.	Qualifications and Experience of the Key Staffs for the Proposed Assignment	50	25
	<b>Aggregate</b>	<b>100 Marks</b>	<b>70 Marks</b>

The Successful Consulting Firm shall score minimum 50% marks in each criterion (A, B and C individually) and minimum 70 marks in aggregate to be qualified for further considerations, Opening/Evaluation of the Financial Proposal.

### B) Financial Proposal: 20 Marks

The Consulting firms who are qualified in the Technical Evaluation, will be considered qualified for the job and only their Financial Proposal will be opened and evaluated. The opened bids will be compared and their marks will be calculated using the following formula:

$$M (Firm) = 20 * (\text{Lowest Bid Amount} / \text{Concerned Bid Amount})$$

#### Notes:

The experience of the firm should be supported with the evidence /proof in the Letterhead of the Client clearly mentioning these data:

- The Cost of the Consultancy Services or Overall Cost of the Project.
- The starting date and completion date or the duration of the Project.
- The experiences without evidence /proof will not be considered for evaluation.

*Mohalep*



---

## Section: 8 RFP Forms & Formats

The RFP document shall be structured in accordance with the given RFP form and must contain accurate and complete information as requested. The documents shall not have any overwriting, except wherever necessary corrections are to be made by the consulting firm themselves. Any such corrections shall be initiated by the authorized person and the documents to be signed and stamped with the firm's seal.

### Documents for RFP

The completed RFP documents to be submitted by Applicants shall comprise the following documents and submitted sequentially providing the supporting documents with respective forms.

*Form1. Letter of Application/Intent*

*Form2. Joint Venture Information (In case of JV)*

*Form3. Letter of Self- Declaration*

*Form4. Applicant's information*

*Form5. Experience (5A. General, 5B. Specific and 5C. Construction Supervision)*

*Form6. Financial Capacity of the Firm*

*Form7: Office Equipment and Facilities*

*Form8. Qualification/ Experiences of Key Experts*

*Bhalap*



**FORM - 1 Letter of Application /Intent**  
*(Letterhead paper of the Applicant, in case of Joint Venture, of the Leading Firm)*

Date: .....

To  
The Registrar  
Pokhara University  
Khudi Dhungepatan, Pokhara-30, Kaski

**Subject:** *Submission of Letter of Intent for “Preparation of Environmental Impact Assessment (EIA) Study Report for the Construction of Academic/Administrative Buildings and Allied Works of Pokhara University at Musetuda, Gagangauda, Pokhara -30”.*

**RFP No:** *01/2078-79/EIA (Consulting Services)/ PIU-TS/PUIDP-XV (Musetuda)*

Dear Sir/Madam,

I/We, the undersigned, are applying to provide the Consultancy Services for the project **“Preparation of Environmental Impact Assessment (EIA) Study Report for the Construction of Academic/Administrative Buildings and Allied Works of Pokhara University at Musetuda, Gagangauda, Pokhara-30”** to Project Implementation Unit/Technical Section (PIU/TS), Pokhara University in accordance with your advertisement.

PIU/TS and its authorized representatives are hereby authorized to verify the statements, documents, and information submitted in connection with this application form and can contact any of the signatories to this letter for any further information.

We hereby provide our willingness and commitment to abide by all the applicable laws, regulations and other requirements having the effect of law, if selected.

We declare that, we have no any conflict of interest in the proposed procurement process and assure you that our Company/firm has not been declared ineligible to take part in the bidding process.

Sincerely Yours,

.....

Name of Signatory:

Designation:

For and on behalf of (Name of Applicant or Lead firm of JV):

Contact Address and Number:



---

## FORM - 2 Joint Venture Information

(If the RFP is submitted in Joint Venture, provide the details of the JV Information.)

### Name of the Firm/JV.:

S.N	Details of the Firm	Name of the Authorized Person	Postal Address/ Contact Number/ Email	Share % in JV
1	Lead Firm			
2	Partner Firm			

### **Note:**

- 1. Maximum two number of firms can make a Joint Venture.*
- 2. In case of JV, the power of attorney should be clearly authorized with the letter of Authorization.*
- 3. The Joint Venture agreement and power of attorney shall be signed and stamped by the signatories of each member of JV.*

*Mohamed*





---

**FORM - 3 Self Declaration Form**

Date: .....

To  
The Registrar  
Pokhara University  
Khudi Dhungepatan, Pokhara-30, Kaski

***Subject: Adherence to Code of Ethics and Anti- Corruption Policy***

Dear Sir/Madam,

We ..... (Name of Consulting Firm) declare that we are legally eligible to participate in the procurement process for the

***“Preparation of Environmental Impact Assessment (EIA) Study Report for the Construction of Academic/Administrative Buildings and Allied Works of Pokhara University at Musetuda, Gagangauda, Pokhara -30”.***

We also declare that we have no any Conflict of Interest in the said assignment/project and strongly prohibit offering any kind of bribes to anyone in the course of obtaining the contract. All the officials in the company are fully committed to abide by the act.

We commit to respect and comply with all the laws, policies and regulations that apply to Public Procurement Act and Regulations, Nepal.

We hereby declare that we have not received any punishment while doing the consulting business in the last five years.

Sincerely Yours,

.....

Name of Signatory:

Designation:

For and on behalf of (Name of Applicant or Lead firm of JV):



## FORM - 4 Applicant's Information Form

*(In case of joint venture of two or more firms, to be filled separately for each constituent member)*

1. Name of Firm/Company:
2. Type of Constitution (*Partnership/ Pvt. Ltd/Public Ltd/ Public Sector/ NGO*)
3. Date of Registration / Commencement of Business:
4. Country of Registration:
5. Registered Office/Place of Business:
6. Telephone No; Fax No; E-Mail Address:
7. Name of Authorized Contact Person / Designation/ Address/Telephone:
8. Name of Authorized Local Agent /Address/Telephone:
9. Consultant's Organization:
10. Total number of staff:
11. Number of regular professional staff:

*(Provide Company Profile with description of the background and organization of the Consultant and, if applicable, for each joint venture partner for this assignment.)*

*Bhaskar*



## FORM - 5 Work Experience Form (A. General Works)

List out the general work experiences in detail;

General Experiences of Firm for conducting EIA study /Report Preparation of any Civil Engineering Projects completed successfully *over the last 7 years with Contract amount more than 16 lakhs for each project.*

S. N.	Name of Project /Job	Name of Client	Locations	Contract Value (except VAT)	Starting Date	Completion Date	Description of works carried out
1.							
2.							
3.							
4.							
5.							
6.							
7.							

**Notes:** The above filled up all information must be supported by work completion certificates /letters issued by the client with the indicated contract amount, duration and starting or completion date of the project.

*Mhale*



## FORM - 5 Work Experience Form (B. Specific Works)

List out the specific/similar experience in detail;

Specific Experience of Firm for conducting EIA study /Report Preparation for the Academic Institutions/ University /Institutional or Administrative /Commercial Building Projects completed successfully over the *last 7 years with Contract amount more than 16 Lakhs for each project.*

S. N.	Name of Project /Job	Name of Client	Contract Value (Excluding VAT)	Locations	Starting Date	Completion Date	Description of works carried out
1.							
2.							
3.							
4.							
5.							
6.							
7.							

*Notes: The above filled up all information must be supported by work completion certificates/letters issued by the client with the indicated contract amount, duration and starting or completion date of the project.*

*Mhale*



## FORM - 5 Work Experience Form (C. Specific or Similar Works of Master Plan Development)

List out the specific/similar experience in detail;

Specific Experience of Firm for conducting EIA study /Report Preparation for the Master Plan Development of Academic Institutions /University /Institutional or Administrative /Commercial Building Projects or complete EIA study for the Master Plan of public infrastructure along with buildings completed successfully over the *last 7 years with Contract amount more than 15 Lakhs for each project.*

S. N.	Name of Project /Job	Name of Client	Contract Value (Excluding VAT)	Locations	Starting Date	Completion Date	Description of works carried out
1.							
2.							
3.							
4.							
5.							
6.							
7.							

*Notes: The above filled up all information must be supported by work completion certificates/letters issued by the client with the indicated contract amount, duration and starting or completion date of the project.*

*Mhale*



## FORM - 6 Financial Capacities of Firm

(In case of joint venture of two or more firms, to be filled separately for each constituent member)  
The Consulting firms shall provide the annual turnover of the last seven years in the table below. The Financial Capacity will be assessed based on the average annual turnover/value of best 3 years within the last 7 years.

Annual Turnover	
Fiscal Year	Amount Currency (Nrs)
2076/2077	
2075/2076	
2074/2075	
2073/2074	
2072/2073	
2071/2072	
2070/2071	

Average Annual Turnover

**Notes:**

- The firm/JV shall have to submit the Notary Public attested Tax Clearance Certificate of each fiscal year to be considered for RFP evaluations.
- The detail audit reports of each year shall not necessary to attached herewith.

*Mhale*



---

## FORM - 7: Office Equipment and Facilities

*List out the detail of Survey/Design Equipment's, licensed Software', Computer/laptops, Printer/ Xerox machines, Office space, Vehicles available with or owned by the firm.*

S.N	Particulars/Equipment's	Number	Quality
1	Office Area (Sqm)		
2	Design Software		
3	Four-Wheeler		
4	Computer/ Laptop		
5	Printer		
6	Xerox/ Photocopy Machine		

*Bhaloo*



## FORM – 8 Key Experts/ Manpower Resources for EIA Study at Musetuda's Project

*(In case of joint venture of two or more firms to be filled separately for each constituent member)*

SN	Designation	Name	Qualification	Overall Work Experience (in year)	Specific Work Experience (in year)	Name, Cost, Year & Client of the Project Completed
1						
2						
3						
4						
5						
6						

(Please insert more rows as necessary)

**Notes:**

1. *The Bio-data of the expert/ Professional need to be attached in the RFP document. The CV should be signed by the respective personnel declaring the correctness of the information.*
2. *The Personnel must clearly specify his/ her project's experiences indicating name of client, project cost or consulting fee, starting date and duration of the project.*
3. *The Personnel must clearly specify his/ her email address, contact number in his/her CV along with above information.*
4. *The firm/JV must submit the NEC Registration Certificate in case of the Engineering Professionals.*
5. *The proposed Professional shall not be repeated by two or more firms. If the same key professional is proposed by two or more firms/JV for the job, no marks will be given for such professional.*
6. *Also, the same key personnel should not be proposed for more than one designation, if proposed no marks will be given for such professional.*
7. *The firm/JV must provide his/her proposed expert during the project implementation period also.*

*Mhalep*





---

## PART II

### Section-9. Conditions of Contract and Contract Forms

#### Foreword

1. **Part II** includes **Standard Contract forms for Consulting Services** (a Time-Based Contract).
  
2. **Time-Based Contract.**

This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess.

In the time-based contracts the Consultant provides services on a timed basis according to specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on

- (i) Agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and
  
- (ii) Other expenses and provisional sums using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

*Bhaloo*



---

**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

**(TIME-BASED FORM OF CONTRACT)**

*Mhale*



---

## Preface

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

*Bhaskar*



---

**CONTRACT FOR CONSULTANT'S SERVICES**

**Time-Based**

**Project Name** \_\_\_\_\_

[

**Contract No.** \_\_\_\_\_

**Between**

\_\_\_\_\_  
**[Name of the Client]**

**And**

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

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

*Mhale*



## I. Form of Contract

### TIME-BASED

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

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

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

#### WHEREAS

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

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



NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Cost Estimates in Foreign Currency

Appendix D: Cost Estimates in Local Currency

Appendix E: Form of Advance Payments Guarantee [Use only for donor-funded projects. Specify "Not Applicable" for GoN funded projects]

Appendix F: Medical Certificate

Appendix G: Minute of Negotiation Meetings

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

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.



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

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

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

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

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

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

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

*[Name of member]*

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

*[Name of member]*

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

*[Add signature blocks for each member]*

*Bhaskar*







## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
  - (b) “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
  - (c) “Borrower [*or Recipient or Beneficiary*]” means the Government, Government agency or other entity that signs the financing [*or loan/grant/project*] agreement with the Development Partner.
  - (d) “Client” means [*procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.
  - (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (g) “Day” means a working day unless indicated otherwise.
  - (h) ”Development Partner (DP)” means the country/institution funding the project as **specified in the SCC**.
  - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
  - (l) “GCC” mean these General Conditions of Contract.




- (m) “Government” means the government of Nepal (GoN).
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of Nepal (NPR).
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

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

**3. Law Governing Contract**

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

**4. Language**

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

**5. Headings**

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

*Mhalep*



Contract.

- 6. Communications**
- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices**
- 10.1 The GoN/DP require compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees**
- 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract and/or sanctions by the PPMO.

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

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

*Mhalep*



- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC or such other time period as the Parties may agree in writing.**
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Définition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due




care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

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

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

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

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

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

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

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

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

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

**18. Suspension**

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

*M. H. H.*



receipt by the Consultant of such notice of suspension.

## 19. Termination

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

### a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of

*Mhalep*



the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 52.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

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

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses and provisional sums for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost

*Mohamed*



incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

#### a. Standard of Performance

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

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

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

#### b. Law Applicable to Services

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

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

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

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

### 21. Conflict of Interests

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

*Mhalep*





assignments or their own corporate interests.

- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
  - b. after the termination of this Contract, such other activities as may be specified in the SCC
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
- 22. Conduct of Consultants**
- 22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.

*M. Shrestha*



22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :

- (i) give or propose improper inducement directly or indirectly,
- (ii) distortion or misrepresentation of facts
- (iii) engaging or being involved in corrupt or fraudulent practice
- (iv) Interference in participation of other prospective consultants.
- (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract.

### **23. Confidentiality**

23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary of confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

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

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

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

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

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

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

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

*Mhalek*



identify relevant time changes and costs.

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

**27. Reporting Obligations**

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

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

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

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

**29. Equipment, Vehicles and Materials**

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

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall

*Mhalep*



remain the property of the Consultant or the Experts concerned, as applicable.

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

##### 30. Description of Key Experts

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

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.1, the Parties shall sign a Contract amendment.

##### 31. Replacement of Key Experts

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

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

##### 32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

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

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

33.2 In the event that any of Key Experts or Sub-consultants is found by

*Mhalek*



the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

**34. Replacement/  
Removal of Experts –  
Impact on Payments**

34.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**35. Working Hours,  
Overtime, Leave, etc.**

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## **E. OBLIGATIONS OF THE CLIENT**

**36. Assistance and  
Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate

*Mhalep*



for the prompt and effective implementation of the Services.

- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

### 37. Access to Project Site

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

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

38.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.1

### 39. Services, Facilities and Property of the Client

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

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

*Mhaleq*



**40. Counterpart Personnel**

40.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

40.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.

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

**41. Payment Obligation**

41.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT****42. Ceiling Amount**

42.1 An estimate of the cost of the Services payable in foreign currency is set forth in **Appendix C**. An estimate of the cost of the Services payable in local currency is set forth in **Appendix D**.

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. The Consultant shall notify the Client as soon as cumulative charges incurred for the Services have reached eighty (80) percent of either of these ceilings.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**43. Remuneration and Other Expenses, Provisional Sums and Contingency**

43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.



43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

#### 44. Taxes and Duties

44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

#### 45. Currency of Payment

45.1 Any payment under this Contract shall be made in the currency specified in the **SCC**.

#### 46. Mode of Billing and Payment

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

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment

*Mhalep*





and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such forty-five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

#### 47. Retention

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

47.2. One half the total amount retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 46.1 (d), and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

#### 48. Interest on Delayed Payments

48.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

#### 49. Liquidated Damages

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

*Mhalep*



## **G. FAIRNESS AND GOOD FAITH**

### **50. Good Faith**

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

## **H. SETTLEMENT OF DISPUTES**

### **51. Amicable Settlement**

51.1 The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.by mutual consultation.

### **52. Dispute Resolution**

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

## **I. BLACKLISTING**

### **53. Blacklisting**

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

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) If convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) If the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

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

*Mhalep*



### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	Development Partner (DP) is: <b>NOT AVAILABLE</b>
6.1 and 6.2	<p><b>The Name and addresses of Client is:</b></p> <p><b>Pokhara University Project Implementation Unit /Technical Section Pokhara 30, Khudi-Dhungepatan</b></p> <p>E-mail (where permitted): <a href="mailto:piuts@pu.edu.np">piuts@pu.edu.np</a> Web Site: <a href="http://www.pu.edu.np">www.pu.edu.np</a></p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____ _____ [insert name of the member]</p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> The Registrar, Pokhara University</p> <p><b>For the Consultant:</b> [name, title]_____</p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be <i>One Month</i> after the commencement of the work.</b></p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be 7 days after signing the contract.</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<b>Expiration of Contract:</b>

*Mhalep*



	<b>The time period shall be "Two Months" for EIA Study /Report Preparation and next "Four Months" for getting necessary approval of the report from the concerned governmental authorities.</b>
<b>21 b.</b>	<b>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b>
<b>21.1.4 (b)</b>	Additional Prohibition of Conflicting Activities if any _____NA_____
<b>24.1</b>	<p><b>No additional provisions.</b>  OR  <b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p><b>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</b></p> <p><b>(i) for any indirect or consequential loss or damage; and</b></p> <p><b>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p><b>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p><b>(ii) Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</b></p>
<b>25.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____ the total ceiling amount of the Contract.</b></p>
<b>28.1</b>	<i>[Note: If applicable, insert any exceptions to proprietary rights provision _____]</i>



28.2	<b>The Consultant shall not use these ...documents and software..... for purposes unrelated to this Contract without the prior written approval of the Client.</b>
36.1 (a) through (f)	[Note: List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.]
36.1(g)	[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 36.1(f).]
42.2	<b>The ceiling in local currency is: the contract amounts inclusive of Value Added Tax (VAT).</b>
43.3	<b>Price adjustment on the remuneration: ...Not Apply.</b>
44.1	<b>i) The Consultant, the Sub-Consultant and the Experts are responsible for meeting any and all tax liabilities other than Value Added Tax (VAT) arising from the Contract.</b>
45.1	<b>The currency [currencies] of payment shall be Nepalese Rupees.</b>
46.1(a)	The advance payment is not applicable in this project.
46.1(b)	<p><b>The Consultant shall submit to the Client itemized statements at time intervals of the following basis:</b></p> <ul style="list-style-type: none"> <li>A. After submission of Preliminary Report (25% weighted).</li> <li>B. After the submission of Draft Report (25% weighted).</li> <li>C. After submission of the Final Report (25% weighted).</li> <li>D. After the approval of the final EIA report from the concerned governmental authorities of the study (25% weighted).</li> </ul>
46.1(e)	<p><b>The accounts are:</b> For local currency: NRs.</p>
47.1	The proportion of payments retained is: .....NA.....
48.1	<b>The interest rate is: NA</b>




<p><b>49.1</b></p>	<p>The liquidated damage is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.</p>
<p><b>52.</b></p>	<p>(a) <b>Contracts with foreign consultants:</b> .....Not Applicable .....</p>
	<p>(b) <b>Contracts with domestic consultants:</b> Arbitration shall be conducted in accordance with Nepal Arbitration Act 2055.</p>

*Bhaskar*



## IV. Appendices

### APPENDIX A– TERMS OF REFERENCE

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

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-6 in the Consultant’s Proposal. Highlight the changes to Section 5 of the RFP]

*Bhaskar*



**APPENDIX B - KEY EXPERTS**

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

Specify Hours of Work for Key Experts:

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

*Mhale*





**APPENDIX C – COST ESTIMATES FOR REMUNERATION/REIMBURSABLE**

List here cost estimates for remuneration, reimbursable and other expenses to be made in foreign currency.

{The table shall be based on [Form FIN-3] and [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations.}





**Model Form I**

**Breakdown of Agreed Fixed Rates in Consultant's Contract**

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

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

Date \_\_\_\_\_

*Mhaleq*



**APPENDIX D – COST ESTIMATES IN LOCAL CURRENCY**

List here cost estimates for remuneration, reimbursable and other expenses to be made in local currency.

{The table shall be based on [Form FIN-3] and [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations.

*M. H. Khan*



**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 46.1 (a)]*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[name and address of Client]*

**Date:** \_\_\_\_\_ *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*

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

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

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

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

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

*Bhaskar*



The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

---

[signature]

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

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

---

*Mhaleq*

