



**POKHARA UNIVERSITY (PU)**  
**Pokhara University Infrastructure Development Programme (PUIDP)**  
**Project Implementation Unit /Technical Section (PIU/TS)**

## **REQUEST FOR PROPOSAL (RFP)**

**For**

**"Detailed Engineering Survey, Complete Master Plan Development, Detailed A & E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Works and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Musetuda, Gagangauda, Pokhara-30 and Construction Supervision at Existing University Premises"**

***Project Identification No.:***

*02/2077-78/NCB(Consulting Services)/PIU-TS/PUIDP-XIV(Musetuda)*

Khudi-Dhungepatan, Ward No. 30, Pokhara Metropolitan City, Kaski.  
Ph: 061-560639, 061-561046, Fax: 061-560392  
Email: piuts@pu.edu.np

***Issued on: Ashoj 18, 2078 (October 4, 2021)***



## Abbreviations

CV -	Curriculum Vitae
DP -	Development Partner
EA -	Executive Agency
EOI -	Expression of Interest
GON-	Government of Nepal
PAN-	Permanent Account Number
PPA -	Public Procurement Act
PPR-	Public Procurement Regulation
PUIDP-	Pokhara University Infrastructure Development Program
PIU/TS-	Project Implementation Unit /Technical Section
PPMO-	Public Procurement Monitoring Office
TOR-	Terms of Reference
VAT -	Value Added Tax
A & E-	Architectural and Engineering



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**POKHARA UNIVERSITY (PU)**

**Pokhara University Infrastructure Development Program (PUIDP)**

**Project Implementation Unit /Technical Section (PIU/TS)**

**NOTICE OF REQUEST FOR PROPOSAL (RFP) FOR CONSULTING SERVICES**

*(According to PU Procurement Regulation 2072 Rule 71)*

**(First date of publication of RFP Notice: 2078/06/18)**

1. Pokhara University (PU) intends to hire national consulting firms for *"Detailed Engineering Survey, Complete Master Plan Development, Detail A & E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Works and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Musetuda, Gagangauda, Pokhara-30 and Construction Supervision at Existing University Premises"*, developing project proposals (if needed) for the implementation of the projects, following the competitive bidding procedures and conditions. For this purpose, **PIU/TS, Pokhara University** will select and engage the qualified national consulting firm /firms for consulting services in accordance with the prevailing rules and regulations of PU.
2. The consulting firms shall carry out the assignments as mentioned in the application form /brief TOR. The RFP document will be provided to all the shortlisted firms/ Consultant to their address on or **before 2078/06/18** and it must be delivered to the address of the University given below on or **before 2078/07/26, 12:00 noon**.  
  
Further, the interested applicants may download the RFP document from the Website of Pokhara University **<http://pu.edu.np>** and need to submit all the documents (Technical and Financial Proposal Separately in different envelopes) to the University either **physically /Courier** within the stated date and time.
3. If the last day of submission falls on public holiday, then next working day shall be considered as the last day. Documents received after this deadline will not be accepted.
4. Pokhara University (PU) reserves the right to accept or reject, wholly or partially any or all bids without assigning any reasons, whatsoever.
5. The design work for all projects should be completed within very short period i.e., within **five months** or less or as required by the university from the date of commencement of the work.
6. RFP must be valid at least for FY 2078/079.
7. For further /detail information the address is:

Project Implementation Unit /Technical Section (PUI/TS),  
Khudi-Dhungepatan, Ward No. 30, Pokhara Metropolitan City, Kaski.  
Ph: 061-504046, 061-504039  
Website: <https://pu.edu.np> Email Address: [piuts@pu.edu.np](mailto:piuts@pu.edu.np)



## POKHARA UNIVERSITY (PU)

### Pokhara University Infrastructure Development Project (PUIDP)

#### Project Implementation Unit / Technical Section (PIU/TS)

#### **a. Detailed Notice of Request For Proposal (RFP) for Consultancy Services**

**RFP No.:** 02/2077-78/NCB (Consultancy Services)/PIU-TS/PUIDP-XIV (Musetuda)

**First publication date of RFP Form: 2078/06/18, In Email & PU Website**

1. Pokhara University (PU) has been receiving grant from the University Grant Commission/ different donor agencies and its own internal resources for the construction and development of various infrastructure projects. The University is planning for "*Detailed Engineering Survey, Complete Master Plan Development, Detail A & E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Works and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Pokhara-30, Musetuda - Gagangauda and Construction Supervision at Existing University Premises*". This invitation for RFP is made only to the Consulting Firms who have been shortlisted from the evaluation of the EOI Documents.
2. The Consulting firm can apply either singly or in JV. In case of JV, the number of consulting firms should not exceed **three** including the lead firm. In addition, the same firm is not allowed to enter into more than one JV for the same assigned task.
3. The consulting firms shall carry out all the assignments as mentioned in the application form /brief TOR. The RFP document will be provided to all the shortlisted firms/ Consultant to their address on or before **2078/06/18**. Further, the interested applicants may download the RFP document from the Website of Pokhara University <http://pu.edu.np>.
4. All the duly filled RFP documents/forms (Technical and Financial Proposal separately in different envelopes) in hard copy should be submitted in a sealed envelope to the address given below **on or before the 30<sup>th</sup> day (By 26/07/2078, 12:00 Noon)** of first publication of this notice. In case the last date of obtaining and submission of the EOI 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.
5. The complete RFP documents received within the specified time **shall be opened on 31<sup>st</sup> day of first date of publication of this notice (By 26/07/2078, 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 Proposal in any way. Pokhara University (PU) reserves the right to accept or reject, wholly or partially any or all bids/Proposals without assigning any reason, whatsoever.
6. The RFP documents received from the applicants will be evaluated on the basis of the approved eligibility criteria and the Procurement Regulations of Pokhara University. The Quality and Cost based selection (QCBS) procedure will be used for the selection of the consulting firm.



7. All the data, Master Plan, Models, Designs, Drawings and the Tender Documents shall be prepared and submitted to the PIU /TS within **five months** or less as required by the University from the date of Commencement of the work.
8. A brief information of the job /projects to be completed are described in the Table 1.1 of Section (C) of this document.
9. Further information can be obtained from the address below during the office hours in all working days prior to the deadline of submission of the Proposal.

***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)



## B. Instructions to Consultants /Applicants

Pokhara University intends to prepare the list of the competent national firms/consultants for the Detail Survey and necessary Soil Investigation, Review the Existing Conditions, Complete Master Plan Development, Conceptual and Physical Modelling, Detail Architectural & Engineering Design and Drawings, and Construction Supervision Works of Different Projects under PIU/TS at Gagangauda (Musetuda, ~250 Ropani Land), Pokhara University Premises.

Within the same package, the University intends to hire a competitive Consulting Firm to provide a **Supervising Team** for the Supervision Works during construction period (when and where as needed) for the project at Khudi-Dhungepatan, existing University Premises.

This invitation of RFP is made to the applicants /firms who have been shortlisted after the evaluation of the EOI Documents.

- 1) The RFP may be submitted by a sole firm or a joint venture of consulting firms. The number of consulting firms in a JV should not exceed three including the lead firm. In addition, the same firm is not allowed to enter into more than one JV for the same task.
- 2) At any time, prior to the deadline of the submission of the completed documents, PUIDP can amend the RFP, for any reason, whether on its own initiative or in response to the clarification requested by the applicant.
- 3) By submitting the Proposal in JV, if qualified and awarded the contract after the RFP process, the Applicant along with its Venture members shall be jointly responsible to perform the obligations/liability of such contracts.
- 4) The Applicant shall submit the Technical and Financial Proposal Separately in two different envelopes, both signed and sealed. The envelope shall clearly indicate the name and address of the applicant for the identification process.
- 5) The Applicant shall not be permitted to withdraw/modify the RFP application once that has been submitted to the University at any cost.
- 6) Interested consultants must provide their detail information indicating that they are qualified to perform the assigned services (*descriptions, organization and employee of the firm or company, description of assignments of similar nature completed in the last 7 years and their location, experience in similar conditions, general qualifications and the key personnel to be involved in the proposed assignment*).
- 7) The detail assignments (design works) has been ***scheduled to be completed before 2<sup>nd</sup> Week of Baishakh, 2079 for a period of five months (150 Calendar days)*** from the date of Commencement of the work. Expected date of commencement of the assignment (design work) is ***3<sup>rd</sup> Week of Mangsir, 2078***. No modification or suggestions are expected from the consultants in this matter.
- 8) The Consultant will be selected in accordance with the Quality and Cost based Selection



(QCBS) method.

9) The Consultant/ Firm shall provide the following information:

1.1. A Covering Letter addressed to the representative of the client on the official letter head of company duly signed by authorized signatory.

1.2. Applicants shall provide the following information with justification in the respective formats given in the RFP document:

- **Form1. Letter of Application/Submission**
- **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**
- **Form9. Work in Hand**

10) The RFP document must be duly completed and submitted in sealed envelope and should be clearly marked as: *"Detailed Engineering Survey, Complete Master Plan Development, Detail A & E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Work and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Pokhara -30, Musetuda - Gagangauda and Construction Supervision at Existing University Premises"*. The Envelope should also clearly indicate the name and address of the Applicant.

11) All the duly filled documents /forms in hard copy should be submitted in a sealed envelope to the address given on on or before the **31<sup>st</sup> day (26/07/2078, 12:00 Noon)** of first publication of this notice.

12) 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. Any Document received after the closing time for submission of proposals shall not be considered for evaluation, will be rejected and returned un-opened.





## Section: 1 Letter of Invitation /RFP

Date: 2078/06/18

To,

A. Not Architecture N. Architects + TAEC Consult (JV), Satdobato, Lalitpur  
DB Multi + Designers Pavilion + Full Bright (JV), New Baneshwar, Kathmandu  
Shrestha + DeFort + DCON (JV), Ekantakuna, Lalitpur  
Building Design Authority (P) Ltd., Kamaladi, Kathmandu  
PACE Consultant P Ltd., Maharajgunj, Kathmandu  
EWES + GEC + EPICENTER (JV), Lalitpur, Nepal

### **Subject: Letter of Invitation for RFP**

**Project Identification No.:** 02/2077-78/NCB (Consulting Services)/PIU-TS/PUIDP-XIV(Musetuda)

**Dear Consultant, Congratulations!!!**

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 *"Detailed Engineering Survey, Complete Master Plan Development, Detail A & E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Work and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Musetuda, Gagangauda, Pokhara-30 and Construction Supervision at Existing University Premises"*.

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 /Formats 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>	<ul style="list-style-type: none"> <li>(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.</li> <li>(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</li> <li>(c). In addition, in force from time to time.</li> <li>(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.</li> <li>(e). "Client" means the [<i>procuring entity</i>/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</li> <li>(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.</li> <li>(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).</li> <li>(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.</li> <li>(i). "Day" means a calendar day.</li> <li>(j). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</li> <li>(k). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</li> <li>(l). "Government" means the government of the Nepal.</li> <li>(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.</li> <li>(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</li> </ul>
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	<p>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>
<b>2. Introduction</b>	<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>
<b>3. Conflict of Interest</b>	<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</p>



	<p>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>
<b>a. Conflicting activities</b>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or 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>	<p>(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.</p>
<b>c. Conflicting relationships</b>	<p>(iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<b>4. Unfair Competitive Advantage</b>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<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,</p>



	<p>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>	<p>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 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>



## B. Preparation of Proposals

<b>7. General Considerations</b>	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.
<b>8. Cost of Preparation of Proposal</b>	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be in the English language.
<b>10. Documents Comprising the Proposal</b>	10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to pay to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
<b>11. Only One Proposal</b>	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .
<b>12. Proposal Validity</b>	12.1 The <b>Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
<b>a. Extension of Validity Period</b>	12.4 <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





	<p>not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Experts at Validity Extension</b>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<b>c. Sub-Contracting</b>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b>.</p>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to 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>
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p>



	<p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the <b>Data Sheet</b>. In all such 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>
<b>15. Technical Proposal Format and Content</b>	<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 technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
<b>16. Financial Proposal</b>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the <b>Data Sheet</b>.</p>
<b>a. Price Adjustment</b>	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b>.</p>
<b>b. Taxes</b>	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the <b>Data Sheet</b>.</p>
<b>c. Currency of Proposal</b>	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b>. If indicated in the <b>Data Sheet</b>, the portion of the price representing local cost shall be</p>





	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 selection method) shall be placed inside of a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL</b>."</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "<b>DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]</b>".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and</p>



	<p>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>17.10 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>
<b>18. Confidentiality</b>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<b>19. Opening of Technical Proposals</b>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p>



<b>20. Proposals Evaluation</b>	<p>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>
<b>21. Evaluation of Technical Proposals</b>	<p>21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. <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>
<b>22. Financial Proposals for QBS</b>	<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>
<b>23. Public Opening of</b>	<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</p>



<p><b>Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. <b><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></b></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</p>



	they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-Sum Contracts</b>	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>25. Taxes</b>	<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>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<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</p>





	case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.
<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 initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<b>30. Award of Contract</b>	<p>30.1 Pursuant to Clause 29.1 of this ITC, <b><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></b></p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then <b><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></b></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>
<b>31. Request for Information/ Complaints</b>	<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</i></b></p>



	<p><b><i>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> <ul 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</li> </ul>





	<p>party or the property of the party involved in the procurement proceedings,</p> <p>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.</p> <p>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</p>
<b>33. Blacklisting</b>	<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> <p>a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,</p> <p>b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,</p> <p>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,</p> <p>d) If convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</p> <p>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</p> <p>f) If the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</p> <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	
ITC Clause Reference	
2.1	<p>Name of the Client: <b>Pokhara University</b></p> <p>Office Address: <b>Pokhara Metropolitan 30, Khudi- Dhungepatan, Kaski</b></p> <p>Method of selection: <b>Quality and Cost Based Selection (QCBS)</b></p>
2.2	<p>The Financial Proposal and the Technical Proposal shall be submitted together but separately in different envelope by <b>Kartik 26, 2078 (November 12, 2021) before 12:00 Noon.</b></p> <p><i>The name of the assignment is: "Detailed Engineering Survey, Complete Master Plan Development, Detail A &amp; E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Work and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Musetuda, Gagangauda, Pokhara-30 and Construction Supervision at Existing University Premises".</i></p> <p><b>RFP No: 02/2078-79/NCB (Consulting Services)/ PIU-TS/PUIDP-XIV (Musetuda)</b></p>
2.3	A pre-proposal conference will be held: <b>Kartik 16, 2078 (November 2, 2021)</b>
2.4	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>
6.2	Maximum number of partners in JV shall be <b>3 including the Lead Firm.</b>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ul 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> </ul>



	<p>(6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b> (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>120 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>	Estimated Cost of the Assignment: .....
<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</p>



	<p>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 higher than the required minimum of time-input will not be adjusted.</p>
<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>	<b>The Consultant must submit:</b>



	<p>(a) <b>Technical Proposal:</b> one (1) original,</p> <p>(b) <b>Financial Proposal:</b> one (1) original separately sign and sealed in two different envelopes, and put them in a bigger outer envelope.</p>
<b>17.8</b>	<p>The Last date of submission of the Proposal is: <b>Kartik 26, 2078 by 12:00 Noon (November 12, 2021)</b></p> <p>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) in Design Works related to the assignment for the last 7 years: 25 Marks</b></p> <p>1. General Experience of the Firm (General experience in civil engineering designing works) <b>10 Marks</b></p> <p>2. Specific or Similar Jobs' Experience of the Firm (Survey, Master Plan Development and Detail Engineering Design of Similar Academic/ Administrative/Institution Building Complex) <b>15 Marks</b></p> <p><b>(ii) Experiences of Firm on Construction Supervision Work for the last 7 years (Construction supervision work experiences only in Building and Allied Work) 10 Marks</b></p> <p><b>(iii) Adequacy of the proposed work plan and methodology in response to the Terms of Reference: 25 Marks</b></p> <p>1. Background: understanding of scope of the project (Clear description expected)</p> <p>2. Attended to pre-proposal conference /meeting</p> <p>3. Work methodology</p>



	<p>4. Submission of realistic work plan</p> <p>5. Commitment to complete all the task in less than 5 months with realistic plan</p> <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>(iv) Qualifications and Experience of the key staffs: 40 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><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) ,(iii) &amp; (iv).</b></p>
<b>23.1</b>	An online option of the opening of the Financial Proposals is offered: <b>Not Allowed</b>
<b>23.1 and 23.2</b>	The Client will read aloud only overall technical scores.
<b>26.1</b>	The single currency for the Financial Proposal will be only the <b>Nepalese Rupees.</b>
<b>27.1</b>	<p>The Firm who quotes the minimum amount in the Financial Proposal will be given the maximum financial score (F max) = 100 Marks.</p> <p><b>The formula for determining the financial scores (Fs) of other Proposals is:</b></p> <p><b>Fs = [F lowest / F proposal] x 100</b> , in which “Fs” is the financial score obtained by the Firm,</p> <p>“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></p> <p><b>Technical (T) = 80%, and</b></p> <p><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>
<b>28.1</b>	Expected date and address for contract negotiations: <b>Date: Mangsir 20, 2078</b> <b>Address: Central Office, Pokhara University,</b> <b>Khudi- Dhungepatan, Pokhara Metropolitan -30,</b>
<b>30.4</b>	Expected date for the commencement of the Services: <b>Date: Mangsir 26, 2078</b> <b>Location:</b> 1. Musetuda, Gagangauda, Pokhara Metropolitan-30, Kaski. 2. Central Administrative Building, Pokhara University



### Section 3. Technical Proposal – Standard Forms

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

#### FORM TECH-1

#### TECHNICAL PROPOSAL SUBMISSION FORM

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Date:.....

To  
The Registrar  
Pokhara University  
Pokhara 30, Khudi - Dhungepatan

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 of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.





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

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

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



## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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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.



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

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

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



## FORM TECH-3

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

---

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**

{Improvements to the Terms of Reference, if any}

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

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



## FORM TECH-4

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

---

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 of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the TORs in here.***}

b) **Work Plan.**

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.**

{Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}



## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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**. (Provide the detailing of works)
3. Include a legend, if necessary, to help read the chart.





## FORM TECH-6

### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS



N	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....		D-...		Home	Field	Total
<b>KEY EXPERTS</b>															
<b>International</b>															
K-1		[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
<b>National</b>															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
N															





	<b>Subtotal</b>			
	<b>Total</b>			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization.
- 3 “Home” means work in the office in the expert’s place of residence. “Field” work means work carried out in the site.

 Full time input  
 Part time input



## FORM TECH-7

### CURRICULUM VITAE (CV) OF EXPERTS

#### NOTES:

1. The Bio- data of the expert/ Professional need to be attached in the EOI document. The CV should be signed by the respective personnel declaring the correctness of the information.
2. The Personnel must clearly specify his/ her email address, contact number in his/her CV.
3. The firm/JV must submit the NEC Registration Certificate in case of the Engineering Professionals.
4. 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.
5. Also, the same key personnel should not be proposed for more than one designation, if proposed no marks will be given for such professional.
6. **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.**

<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}

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#### Employment record relevant to the assignment:

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



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

#### Membership in Professional Associations and Publications:

\_\_\_\_\_

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

\_\_\_\_\_

#### Adequacy for the Assignment:

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

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.

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

\_\_\_\_\_  
[Signature of authorized representative of the firm] Date: \_\_\_\_\_  
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 Break down of Other Expenses, Provisional Sums



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

Date:.....

To  
The Registrar  
Pokhara University  
Pokhara 30, Khudi - Dhungepatan

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.

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

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

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

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

Yours sincerely,

Authorized Signature {in full}: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_



## FORM FIN-2 SUMMARY OF COSTS

### 1. Design Phase I

S.N.	Item /Particulars	No.	Total Input (Months)	Rate in Figure (Nrs.)	Rate/Month in Words (Nrs.)	Total Amount (Nrs.)
<b>A</b>	<b>Salary of Key Staffs</b>					
1	Team Leader	1	1.0			
2	Senior Structural Engineer	1	1.0			
3	Senior Environment Engineer	1	0.5			
4	Architectural Engineer /Planner	1	2.0			
5	Soil /Geo-Technical /Slop Stability Expert	1	1.5			
6	Water Resources /River Morphology Engineer or Expert	1	1.5			
7	Water Supply /Sanitary /Drainage Engineer	1	1.5			
8	Contract/ Procurement Management Expert	1	1.0			
9	Civil Engineer	1	1.0			
10	Electrical /Power Engineer	1	0.75			
11	Surveyor /Survey / Civil Engineer	2	2.0			
12	Quantity Surveyor /Materials /Civil Engineer	1	2.0			
13	Auto Cad /IT Operator	1	2.0			



14	Draft Person	2	2.0			
15	Supporting Staffs /Chain Man	5	2.0			
	<b>Sub-total (A):</b>					
<b>B</b>	<b>Reimbursable</b>					
1	Miscellaneous Travel Expenses	LS				
2	Subsistence Allowance	LS				
3	Local Transportation Cost	LS				
	<b>Sub- total (B)</b>					
<b>C</b>	<b>Miscellaneous Expense</b>					
1	Cost of Communication- Internet, telephone	LS				
2	Cost of Preparation of Document: printing, photocopy, presentation (including draft and final as per requirement) etc.	LS				
3	Cost of Hiring Survey Equipment and all other official setup 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>					

In Words: .....





## 2. Design Phase II

S.N.	Item /Particulars	No.	Total Input (Months)	Rate in Figure (Nrs.)	Rate/Month in Words (Nrs.)	Total Amount (Nrs.)
<b>A</b>	<b>Salary of Key Staffs</b>					
1	Team Leader	1	4.0			
2	Senior Structural Engineer	4	4.25			
3	Senior Environment Engineer	1	1.0			
4	Architectural Engineer /Planner	3	4.0			
5	Contract/ Procurement Management Expert	1	2.0			
6	Soil /Geo-Technical /Slop Stability Expert	1	2.5			
7	Civil Engineer	4	4.0			
8	Architect Engineer for Architectural & Physical Modelling	1	3.0			
9	Modelling Expert (for Physical Modelling)	1	3.0			
10	Water Supply /Sanitary /Drainage Engineer	1	3.5			
11	HVAC Mechanical Engineer	1	3.0			
12	Electrical /Power Engineer	3	4.0			
13	Quantity Surveyor /Material / Civil Engineer	3	4.0			
14	Auto Cad /IT Operator	2	5.0			
15	Draft Person	2	4.0			



16	Supporting Staffs	4	5.0			
	<b>Sub-total (A):</b>					
<b>B</b>	<b>Reimbursable</b>		<b>Total Input (Months)</b>			
1	Miscellaneous Travel Expenses	LS				
2	Subsistence Allowance	LS				
3	Local Transportation Cost	LS				
4	Office Rent	1	5.0			
	<b>Sub- total (B)</b>					
<b>C</b>	<b>Miscellaneous Expense</b>					
1	Cost of Communication- Internet, telephone	1	5.0			
2	Cost of Preparation of Document: printing, photocopy, presentation (including draft and final as per requirement) etc.	LS				
3	Cost of Hiring Survey Equipment and all other official setup etc.	LS				
4	Soil Test (Test Pit digging, test reports at least one hole per building), Pit nos.	17	1.0			
5	Architectural, Block & Physical Modelling of the Approved Master Plan, Land & Infrastructures	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>					

In Words: .....



### 3. Construction Supervision Phase I (Musetuda)

S.N.	Item /Particulars	No.	Total Input (Months)	Rate in Figure (Nrs.)	Rate/Month in Words (Nrs.)	Total Amount (Nrs.)
<b>A</b>	<b>Salary of Key Staffs</b>					
1	Team Leader (Civil, Architect /Construction Management or Procurement Expert)	1	30.0			
2	Construction /Civil Engineer (at least 8 years experiences in supervision)	1	30.0			
3	Water Supply and Sanitary Engineer (at least 8 years experiences in supervision)	1	5.0			
4	Electrical /Power Engineer (at least 8 years experiences in supervision)	1	6.0			
5	Construction Overseer /Civil Sub-Engineer (at least 5 years experiences in supervision)	1	30.0			
6	Supporting Staffs	1	30.0			
	<b>Sub-total (A):</b>					
<b>B</b>	<b>Reimbursable</b>		<b>Total Input (Months)</b>			
1	Miscellaneous Travel Expenses	3	30			
1a.	Travel Expenses for Water Supply and Electrical Engineer (Part Time Basis)	2	6			
2	Office Provision with working chair, table, computer, printer well furnished and necessary equipment etc.	1	30			
	<b>Sub- total (B)</b>					



<b>C</b>	<b>Miscellaneous Expense</b>					
1	Cost of Communication- Internet, telephone	1	30.0			
2	Cost of Preparation of Document: printing, photocopy, presentation (including draft and final as per requirement) etc.	1	30.0			
	<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>					

In Words: .....

#### 4. Construction Supervision Phase II (Central Office Extension)

S.N.	Item /Particulars	No.	Total Input (Months)	Rate in Figure (Nrs.)	Rate/Month in Words (Nrs.)	Total Amount (Nrs.)
<b>A</b>	<b>Salary of Key Staffs</b>					
1	Team Leader (Civil, Architect /Construction Management or Procurement Expert)	1	13.0			
2	Construction /Civil Engineer (at least 8 years experiences in supervision)	1	13.0			
3	Water Supply and Sanitary Engineer (at least 8 years experiences in supervision)	1	1.5.0			
4	Electrical /Power Engineer (at least 8 years experiences in supervision)	1	2.0			



5	Supporting Staffs /Supervisor	1	13.0			
	<b>Sub-total (A):</b>					
<b>B</b>	<b>Reimbursable</b>		<b>Total Input (Months)</b>			
1	Miscellaneous Travel Expenses	2	13.0			
1a.	Travel Expenses for Water Supply and Electrical Engineer (Part Time Basis)	2	2.0			
2	Office Provision with working chair, table, computer, printer well-furnished and necessary equipment etc.	1	13.0			
	<b>Sub- total (B)</b>					
<b>C</b>	<b>Miscellaneous Expense</b>					
1	Cost of Communication- Internet, telephone	1	13.0			
2	Cost of Preparation of Document: printing, photocopy, presentation (including draft and final as per requirement) etc.	1	13.0			
	<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>					

In Words: .....



## SUMMARY SHEET FOR DESIGN AND CONSTRUCTION SUPERVISION WORKS:

S.N	Item /Particulars	Amount (NRs)	Remarks
1	Design Cost Estimate for Phase I		
2	Design Cost Estimate for Phase II		
A	<b>Sub Total (1 + 2)</b>		Indicate the Weightage = % of C = .....
3	Construction Supervision Phase I (Musetuda)		
4	Construction Supervision Phase II (Central Office Extension)		
B	<b>Sub Total (3 + 4)</b>		Indicate the Weightage = % of C = .....
C	<b>Total (A + B)</b>		
D	VAT @ 13% of (C)		
E	<b>Grand Total after 13% VAT (C + D)</b>		

In Words: .....

### Note:

1. Expected Weightage for the Design Phase = 51.32%.
2. Expected Weightage for the Supervision Phase = 48.68%.
3. To avoid the front-loading bidding, the client expects the deviation between the Design and Supervision Phase must not exceed more than 10%.
4. If the deviation exceeds more than 10% the client shall retain the deviated (exceeded) amount till the second phase execution.
5. If any additional man power that is not visibly incorporated in above BOQ, deem to have been included in other resources person, and should be provided to complete the mentioned task.



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



## Section 5. Eligible Countries

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





## 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.



## Section 7: Information and Objective of Consultancy Services or Brief TOR

### 1. Project Information

**Pokhara University** was established under the Pokhara University Act, 1997 for enhancing the opportunity of qualitative education to all the general 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 focused on building the adequate academic infrastructures and other essential supporting facilities to create a good academic environment.

Hence, Pokhara University Infrastructure Development Project (PUIDP), Project Implementation Unit /Technical Section (PIU/TS), Khudi-Dhungapatan, Pokhara-30, Kaski invites RFP from the shortlisted Consulting Firm(s) to carry out the assignments mentioned below in **Table 1.1**. All the Survey, Complete Master plan, Architectural and Physical modelling, Standard A & E Designs, Drawings and the Tender Documents shall be prepared by the firm and submitted to the **PIU-TS within five months or less as required by the University from the date of Commencement of the work.**

**Table 1.1: Detail Project Information**

Project Identification No.	Name or /Descriptions of Projects for Consultancy Services:
02/078-079/NCB(Consulting Services)/ PUIDP-XIV (Musetuda)	The consultant shall provide the " <i>Detailed Engineering Survey, Complete Master Plan Development, Detail A &amp; E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Works and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at, Musetuda, Gagangauda, Pokhara 30 and Construction Supervision at Existing University Premises</i> " for the following jobs separately and compiled:
	<p><b>A. Topographical Survey and Master Plan Development:</b> Detail Engineering Survey, Topographical map preparation, Review the Existing Conditions and Develop a Complete Master Plan (Conceptual design, block and physical model) for Academic, Administrative Building Complex and other Necessary Infrastructures to shift the Faculties of Science &amp; Technology, Management and Humanities at Gagangauda (Musetuda's Land), Pokhara-30, Kaski (Land area about 250 Ropani).</p> <p><b>B. Ghot-Ghote Khola Diversion (or Safely Bypass) and River Training Works:</b> Necessary hydrological and Slope Stability Study, and hence develop /propose necessary infrastructure to divert or bypass safely the existing <b>Ghot-Ghote Khola drainage</b> and River Training Works to safe the Musetuda's land.</p>



	<b>C. Land Development Works:</b> Detail Engineering Design for the Construction of a complete Compound Wall /Fences, Gates & Guard House, Access Road (internal and external), Drainage System, Footpath, Play Ground (for indoor and outdoor games), Garden Development and Other Necessary Infrastructures according to the developed Master Plan.
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Project Identification No	Name or /Descriptions of Projects for Consultancy Services:
02/078-079/NCB(Consulting Services)/ PUIDP-XIV (Musetuda)	<b>Design Phase- II</b>
	<b>A. Building Complex Works: Academic Complex (~5 buildings:</b> 3 for School of Engineering (1. Civil & Rural, 1. Computer/Software/IT/ Electrical & Electronic, 1. Mechanical and New Programs; 1 for School of Business and 1 for School of Social Engineering & Administration), <b>Administrative Complex (~3 buildings:</b> 1 For Deans' Office (for 3 faculties) + 1/1 For School's Admin. (Sc. & 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 & Technology, Management and Humanity Faculties of University at Gagangauda (Musetuda's Land) from Khudi-Dhungepatan & Bijayapur.
	<b>B. Laboratory Blocks and Library Space:</b> Necessary infrastructure for Laboratory Blocks (at least ~ 3 Blocks: 1 for WRE, Material Lab (GF/FF) + General Sc. etc. (FF/SF), 1 for Thermal & Mechanical (GF/FF) + Structure Lab & 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.
	<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.
	<b>D. Block and Physical Model:</b> Preparation of conceptual design, Block and Physical Model of the Master Plan (1:1000 or appropriate scale) and major structures as per plan in appropriate scale.
	<b>Supervision Phase-I &amp; II</b>
	<b>Construction Supervision Works:</b> where and when required by the University, <b><u>A. For different Infrastructures/ Construction Projects at Musetuda:</u></b> To provide necessary construction supervision during the construction period of the above proposed infrastructure at Musetuda's land as per proposed Master Plan. <b><u>B. For Central Office Building Extension Project:</u></b> To provide necessary construction supervision work during the construction period of the Central Administrative Building Extension (and Allied Works) Project at University Premises (Khudi-Dhungepatan) during construction period

## 2. Objective of the Consulting Services

- 2.1 Pokhara University is trying to shift all its existing different Faculties and Schools (Science & Technology, Management and Humanities) at **Musetuda**, Gagangauda, Pokhara-30, Kaski (Land area about 250 Ropani) from Khudi-Dhungepatan, Pokhara-30, Kaski after developing necessary infrastructures. Also, Musetuda's land is being seriously eroded by the Ghote-Ghote Khola during raining season yearly. Hence, the University wants to develop necessary infrastructure to safely divert the existing Ghot-Ghote Khola drainage and River Training Works to safe the Musetuda's land.



- 2.2 The main objective of the hiring the Consultancy is to seek the necessary consultancy services for the Detail Engineering Survey and Soil Testing, Complete Master Plan Development, Detail Architectural and Engineering Designs (Structural, Sanitary and Water Supply, Electrical, Safety etc.) and to prepare complete set of tender documents; as well as construction supervision services (when and where as needed), for all the above-mentioned jobs (in the Table 1.1).
- 2.3 For this the Consultant shall prepare, assist and conduct the detail survey, develop the complete **Master Plan** and prepared the standard architectural and engineering design, drawings, **Soil Test /Examination** to collect necessary data for buildings design, Structural Analysis Reports for all the infrastructures and other necessary documents to get the approval of drawing /construction work from the concerned municipality (Pokhara).
- 2.4 To provide a qualified technical team for the Construction Supervision Work for the different infrastructures developed by the university during construction period.
- 2.5 All the design infrastructures should be standard, safe, economic, affordable and environment friendly. The projects need to be completed timely and all the completed works should be of good quality.

### 3. The Specific Objectives of this EOI are to prepare:

- a) Detail Engineering Survey and Prepare the Topographical Maps.
- b) Detail Master Plan Development.
- c) Detail A & E (Architectural & Structural, Electrical, Sanitary, Safety etc.) Design and Tender Drawings for each project mentioned in **Table 1.1**.
- d) Necessary Soil Test (pit hole digging and soil examination) to collect data for buildings design works.
- e) Detail A & E Design for Compound Wall /Fences, Access Road, Drainage, Footpath, Play Grounds (Indoor & Outdoor Games) Construction and Land & Recreation Development Work.
- f) Preparation of Detailed Quantity and Cost Estimate with Rate Analysis on the basis of standard norms and district rate of current fiscal year.
- g) Preparation of the Standard Bidding Documents.
- h) Preparation of Models.
- i) Propose the suitable electrical (Transmission Line) and water supply system for all the proposed Infrastructures.
- j) Design the backup Power System, Solar Power System or Generator System, Safety Plan & Design to support the Buildings and Infrastructures.
- k) Assist the University to get necessary approval for the drawings and construction works from the concerned municipality for the buildings.
- l) Slope stability study and propose a suitable measure to save the land of Musetuda.



- m) Necessary hydrological study, and hence develop necessary Infrastructure for safely divert or by-pass the existing Ghot-Ghote Khola drainage and River Training Works to save the Musetuda's land with all detail documents.
- n) To seek the necessary Construction Supervision Consultant for the proposed infrastructure at Musetuda as well as at Khudi-Dhungepatan, Pokhara University Premises during construction period, where and when required by the University.

#### **4. 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.

##### **4.1. Review the Existing Conditions and Preparation of Engineering Design Concept**

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

A desk study should be carried out collecting all the relevant data, maps, previous Auto-CAD/ Soft and Hardcopy drawings, Designs and available other necessary documents, if any, for the concerned assignment or project. The consultant shall review the existing plan and master plan, if any. This includes necessary existing space calculation, optimization and future projection for the different infrastructures.

###### **Technical Feasibility Study**

This should include the collection, review and analysis of the available data, information to carry out the layout for the infrastructures and other construction works. The study shall also include the feasibility of the utilization of the existing structures, demolitions if required.

###### **Detail Engineering Survey of the Land and Water Way (Ghote-Ghote Khola)**

The Consultant shall prepared the detail engineering survey, slope stability and hydrological study, and hence prepare the topographical map clearly indicating the safe land for the proposed infrastructures. To prepare the stream (Khola) diversion or bypass plan /appropriate structure with different alternatives and the final approval shall be made from the University.

###### **Slope Stability Study**

The Consultant shall carry out the slope stability study, and hence prepare the topographical map clearly indicating the safe land for the proposed infrastructures, and



detailed mitigation plan to save the Musetuda's land from land slide, erosion or gully cutting and the final approval shall be made from the University.

### **Conceptual Design**

The Consultant has to prepare the conceptual and final design of the concerned assignment with different alternatives and the final approval shall be made from the University.

## **4.2. Preparation of Master Plan, Block and Physical Modelling, Detailed A & E Design and Drawings of Proposed Structures**

To carry out all the tasks mentioned in **Table 1.1**, preparation of master plan, detailed A & E (Structural, Electrical, Sanitary, Safety etc.) design and drawings shall incorporate the following works but not limited to:

### **Detail Master Plan Development**

The appropriate master plan to shift the existing three faculties (Engineering, Management & Humanities) and their schools should be prepared with future extension too. The study should be made considering the various factors such as academic data (plan and programs, teachers, students, staff, futures extensions etc.), surrounding, locations, building laws and regulations, climatic, geotechnical conditions, environmental factors and other physical facilities

### **Building and Other Infrastructures' Layout Selection**

The suitable layout for the construction of the building should be made considering the various factors such as access of road, surrounding, locations, safety of building laws and regulations, climatic, vegetations, slope stability and the environmental factors and other physical facilities.

### **Block and Physical Modelling**

The suitable models of proposed land use plan with proposed infrastructure in 1:1000 or appropriate scales shall be prepared and handover to Project Implementation Unit, Pokhara University.

### **Geo-Technical Investigations /Soil Test**

The Consultant shall review and study the previous Geo-Technical study reports and design, if necessary, since the detail Geo-Technical Investigations (drilling) is previously done by the University. But necessary Soil Test (Pit hole digging, sampling, examination and collection of necessary data including lab test) shall be done for major infrastructures to be built.

### **Seismological Study**





The Consultant should design the building considering the seismological effect practicing the Nepalese Standard Code for Earthquake Resistant Design, National Building Code, Municipality Rules and Regulations.

### **Consideration on Environmental Protections**

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 vegetations, concept of re-use and re-cycling, proper handling of materials, minimizing the pollution and wastages. The Environment protection laws, rules and regulations should be strongly followed during the design and construction of the building.

### **Data Analysis, Conclusion and Recommendations of Design Parameters**

Based on the above mentioned study and investigations, the Consultant shall design and recommend the most cost effective design parameters.

### **Detailed A & E Design and Quantity Estimate**

The Consultant shall prepare the detail A & E design, drawing and documents of the building and necessary other infrastructures (Table 1.1) following the standard norms, guidelines, Codes & Conducts recommended by the Government of Nepal and the concerned Municipalities. The design work shall incorporate the following works but not limited to:

- Detailed Topographical map and layout Drawings.
- Detailed Structural Drawings
- Detailed Architectural Design and Drawings
- Detailed Tender / Construction Drawings
- Detailed Electrical Design and Drawings
- Detailed Sanitary Design and Drawings
- Detailed Fire Safety /Emergency Escape Plan Design and Drawings
- CCTV System, Safety Plans
- Central AC System
- Power/ Generator Back up System
- Solar Panel /Street Light System
- Lift System
- Technical Specifications
- Detailed Cost Estimate
- Standard drawings to get the approval from the Concerned Municipalities
- Bill of Quantity
- Standard Bidding documents
- Detail Cash Flow and Construction Plans /Schedules
- Any other documents related to the concerned assignment



### **Required Standards**

The following documents shall be prepared and submitted by the Consultant in the standard formats

**Volume 1:** Detail Design, Requirements, Calculations and Instructions for the Architectural and Engineering Design

**Volume II:** Standard Tender Documents with Cost Estimate, Rate Analysis, Bill of Quantity and Specifications along with work plan and methodology.

**Volume III:** Detailed Tender Drawings

### **Detail Master Plan's Drawings**

The consultant shall prepare the detail master plan to shift the existing three faculties of University (Engineering, Management & Humanities) and their schools. It also should prepare with possible future extension plan.

### **Detail Architectural Design and Working Drawings**

The consultant shall prepare and submit the following working drawings in the standard format and scale to be approved by the concerned municipalities and the authorities to start the work.

- Site Plan
- Floor Plan
- Finishing Schedule Plan
- Four side elevations
- Sectional elevations
- Door and window schedule
- Blow up details for staircase, lift, toilet, wall sections, floor finishing, lintel and sill, ducts, expansion and other joints, hand rail, grills and others whatever required during the construction.

### **Detail Structural Drawings**

- Structural Modeling
- Structural report including the design philosophy, parameters, load calculations
- Column layout plan and details
- Lift and other shear wall drawings
- Beam, Lintel and sill layout plan and details
- Slab details
- Reinforcement details
- Staircase details
- Water Tank details
- Expansion/Construction Joint details
- Other necessary details if required





### **Detailed Electrical /Solar /Power System Design and Drawings**

- Lighting Layout Plan
- Telecommunication Layout Plan
- Power Layout and Back-up System Plan (Generator/Solar Panel System)
- AC unit Plan
- Lift System
- Street Lighting System
- Sound System Plan
- Main distribution board/ Transmission Line design and Layout
- Detail load calculation design
- Other documents if necessary

### **Detailed Sanitary Design and Drawings**

- Waste water pipe layout Plan
- Hot and Cold water Layout Plan
- Section detailing of pipe
- Septic tank and soak pit if required
- Toilet and other sanitary fixture Layout Plan
- Storm water flow /storm drainage system (plan, detailed design and drawings for external drainage to safely flush out rain and storm water)
- Specific instructions

### **Detailed Fire Safety Design and Drawings**

Appropriate measures for fire safety compliance with prevailing laws, rules and regulations. Emergency evacuation plan.

### **Detailed Cost and Quantity Estimate including Bill of Quantities (BOQ)**

- Detail quantity estimate and abstract of cost of each components
- Bill of Quantities (BOQ)
- Specifications
- Rate Analysis as per standard norms and current district rate (Kaski).
- Detailed Construction Plan, Cash Flow Plan, Schedules and Methodology for each project.

## **4.3. Required Services during Design and Drawings Approval from Municipality and other concerned agencies**

*The consultant shall assist the University to get the approval of detail designs and drawings from the concerned Municipality and other related government agencies to proceed the construction works. The Consultant can make necessary changes if required by the Governmental /Regulatory bodies to get the approval from the concerned authorities.*



#### 4.4. Preparation of Bidding Documents and Assisting in the Procurement Process

The Consultant shall prepare all the bidding documents as per the Standard Bidding Documents prescribed by PPMO, Technical Specifications, Drawings and BOQ for the assigned work. The Consultant shall assist in the bidding process including the preparation of the procurement plan, inviting bids, bid opening and evaluation, **if required by the University**. After the bidder's selection, the Consultant shall prepare and facilitate the contract agreement to be signed between the selected bidder and the University as per the specified agreed conditions, if requested.

#### 4.5. Time Schedule & Commencement of Services

The construction works are to be carried out immediately at the University. Therefore, the total **5 months duration** is allocated for the consultants to prepare and submit the design reports and drawings. University is too serious about this.

##### Design Phase I & II: *Total 5 Month (M)*

- |    |  |       |
|----|--|-------|
| a) | Submittal of <b>Inception Report</b> after signature of agreement                    | 1.5 M |
| b) | Submittal of <b>Design Brief Report</b> after meeting on inception report            | 3.0 M |
| c) | Submittal of <b>Draft Report</b> after meeting on draft report                       | 4.0 M |
| d) | Submittal of <b>Final Report</b> upon receipt the comments on the Draft final report | 5.0 M |

##### Supervision Phase I & II: *As per requirements of the project*

#### 4.6. Commencement of Services

The Consultants shall start to carry out the services/work within **one week** after the Contract Agreement has been made between the parties. This commencement date shall not be changed without the written letter from the client. However, the consultant may start his job immediately after the signing of this contract.

#### 4.7. Mode of Payment to the Consultant

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

- A. 30% Payment after Acceptance of the Preliminary Design Report
- B. 35% Payment after Acceptance of Draft Report
- C. 35% Payment after Acceptance of the Final Report

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



- A. Monthly payment as per the BOQ or as per monthly statement
- B. The university shall retain 5% in each monthly statement as retention money which shall be released after completion of the project.

The tax deductions along with the other necessary deductions and retentions shall be made as per the regulations of Pokhara University 2072 and Public Procurement Act 2063.



## 5. Men power Requirements

The Consulting Firm should have adequate experts and resource personnel's with high qualifications and experiences in planning, survey, design, documentation, procurement and construction supervision of the projects.

### 5.1 For Survey and Design Works:

S. N.	Title	Nos.	Minimum Qualifications	Experiences
1	Team Leader	1	Master's degree in Civil or Architect	Minimum 15 years' experience in Project Management.
2	Senior Structural Engineer	4	Master's degree in structural/ Earthquake Engineering	Minimum 15 years' experience in structural design of building projects.
3	Architectural Engineer /Landscape Planner	3	Master's degree in Architect	Minimum 10 years of experience in building design projects.
4	Soil /Geo-Technical /Slope Stability Expert	1	Master's degree in related subject	Minimum 10 years of experience in building design
5	Water Resources /River Morphology Engineer or Expert	1	Master's degree in related subject	Minimum 10 years of experience in building design
6	Water Supply & Sanitary /Drainage Engineer	2	Master's degree in related subject	Minimum 10 years of experience in building design
7	Contract Management Expert	1	Master's degree in Civil Engineering/Construction Management	Minimum 10 years' experience in relevant field
8	Senior Environmental Engineer /Expert	1	Master's degree in related subject	Minimum 12 years' experience in relevant field
9	Civil Engineer	4	Bachelor's degree in Civil Engineering	Minimum 8 years' experience in building projects
10	Electrical /Power system Engineer	3	Bachelor's degree in Electrical/ Power System Engineering	Minimum 8 years' experience in relevant field
11	Architectural Engineer (for Architectural & Physical Modelling)	1	Bachelor's degree in Architect	Minimum 8 years' experience in relevant field
12	Modelling Expert (for Physical Modelling)	1	Bachelor's degree in Architect or related subject	Minimum 8 years' experience in relevant field
13	HVAC/ Mechanical Engineer	1	Bachelor's degree in Mechanical Engineering	Minimum 8 years' experience in relevant field
14	Quantity Surveyor/Material Engineer	4	Bachelor's in Civil and related subject	Minimum 8 years' experience in relevant field
15	Surveyor (Civil and Survey Engineer)	2	Bachelor's in related subject (Survey, Civil, Geomatic Engineering)	Minimum 8 years' experience in relevant field
16	AutoCAD /IT Operator	3	Diploma in Architecture and related subject	Minimum 5 years' experience in relevant field
17	Draft Person	3	Diploma in Architecture /Civil	Minimum 5 years' experience in relevant field



## 5.2 For Construction Supervision Works at Musetuda Project:

S. N.	Title	Nos.	Minimum Qualifications	Experiences
1	Team Leader (Civil, Architect or Construction Management /Contract /Procurement Expert)	1	Master's degree in related subject	Minimum 10 years' experience in project Management
2	Construction Engineer /Civil Engineer	1	Bachelor's degree in Civil Engineering	Minimum 8 years of experience in building supervision works
3	Electrical Engineer	1	Bachelor's degree in Electrical Engineering	Minimum 8 years of experience in building supervision works
4	Water Supply/ Sanitary Engineer	1	Bachelor's degree in Civil Engineering	Minimum 8 years of experience in building supervision works
5	Civil Sub-Engineer /Overseer /Inspector of Work	1	Diploma in related subject /field	Minimum 5 years' experience in relevant field
6	Supporting Staffs /Supervisor	1		

## 5.3 For Construction Supervision Works at Central Office Extension Project:

S. N.	Title	Number	Minimum Qualifications	Experiences
1	Team Leader (Civil, Architect or Construction Management /Contract /Procurement Expert)	1	Master's degree in related subject	Minimum 10 years' experience in project Management
2	Construction Engineer /Civil Engineer	1	Bachelor's degree in Civil Engineering	Minimum 8 years of experience in building supervision works
3	Electrical Engineer	1	Bachelor's degree in Electrical Engineering	Minimum 8 years of experience in building supervision works
4	Water Supply/ Sanitary Engineer	1	Bachelor's degree in Civil Engineering	Minimum 8 years of experience in building supervision works
5	Supporting Staffs /Supervisor	1		

If any additional man 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.



## **6. 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
- Leader the design /supervision team as contract management /procurement expert
- Assist and monitor in preparation of detail Architectural/ Engineering design and drawings
- Assist and monitor in preparation of Cost/ Quantity Estimate, BOQ, Specifications
- Assist in preparation of standard bidding documents
- Assist and update the Client regarding the project progress and reports
- Other relevant works related to the project if needed

### **Structural Engineer**

- Structural Analysis of the building/structures using appropriate and updated software
- Preparation of Detailed Structural design and drawings
- Preparation of tender drawings
- Preparation of tender documents, reports
- Other relevant works related to the project

### **Environment Engineer**

- The Environment Engineer shall incorporate environmental concepts in all the infrastructures design works by avoiding/minimizing adverse environmental impacts, minimum impact on the existing plants and vegetations, concept of re-use and re-cycling, proper handling of materials, minimizing the pollution and wastages.
- The Environment protection laws, rules and regulations should be strongly followed during the design and construction of the infrastructures.
- Other relevant works related to the project

### **Architect Engineer /Planner**

- Preparation of Detailed Architectural design and drawings /Master Plans / Topo map preparation
- Preparation of tender drawings
- Assist in the preparation of tender documents, reports, Specifications
- Other relevant works related to the project



### **Soil /Geo-technical /Slope Stability Expert**

- Review and study the previous Geo-Technical study reports and design,
- Conduct necessary Soil Test (Pit hole digging, sampling, examination and collection of necessary data including lab test) shall be done for major infrastructures to be built.
- Carry out the slope stability study
- Other relevant works related to the project

### **Water Resources /Hydrology /River Morphology Expert**

- Carry out the detail hydrological study
- Prepare the stream (Khola) diversion or bypass plan /appropriate structure with different alternatives
- Other relevant works related to the project

### **Civil Engineer**

- Preparation of the Cost Estimate, BOQ, Specifications
- Preparation of tender documents/ standard bidding documents
- Preparation of the project reports
- Preparation of the detailed project schedule using project software
- Planning and Scheduling of construction activities and resource allocation
- Other relevant works related to the project

### **Water Supply and Sanitary Engineer**

- Water Supply, Sanitation and Drainage Analysis of the infrastructure and the locality
- Preparation of Detailed Water Supply, Sanitation and Drainage design and drawings
- Preparation of Cost Estimate, tender and working drawings (W&S)
- Other relevant works related to the project

### **Electrical Engineer**

- Electrical Analysis of the building
- Preparation of Detailed Electrical design and drawings
- Preparation of Cost Estimate, tender and working drawings (Electrical)
- Other relevant works related to the project

### **HVAC/Mechanical Engineer**

- Planning and Design of HVAC, power back up, Lift, Firefighting, Solar panel system of the building
- Preparation of design and drawings Preparation of Cost Estimate, tender and working drawings



- Other relevant works related to the project

#### **Procurement/ Contract Specialist**

- Preparation of standard documents for the procurement of works
- Prepare and finalize all the Contract related documents
- Assist in receiving and reviewing bids/ Proposals
- Assist in Tender evaluation and Contract Negotiation as per PPMO
- Other relevant works related to tender

### **7. Project Output/ Deliverables**

The Consultant shall prepare and submit all the reports to the University timely in the standard format. The source of data/ information shall be mentioned in the reports. The reports shall be in A4 size and drawings in A3 or in any other appropriate size as required. The size and scale of the drawing shall be in the specific format to be approved by the concerned Municipality.

All the submissions shall be accompanied by the electronic version as well as printed Version compiled in words /editable/ AutoCAD and PDF format including the.

- Seismological and Environmental Report
- Detailed Cost Estimate, BOQ and Specifications
- Detailed Engineering/ Architectural Design and Drawings
- Standard Bidding Documents
- As built drawing of the existing structures
- Project Inception Report
- Preliminary Design Report
- Draft Detailed Project Report
- Final Detailed Project Report
- Any other reports deemed necessary as per contract and specified by the University

### **8. Submission of Reports and Presentation of the Works**

The Consultant shall prepare and submit all the reports, design, drawings 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.

- b) Project Inception Report
- c) Conceptual Design Report
- d) Preliminary Design Report
- e) Draft Detailed Project Report





- f) Presentation of the Draft Report
- g) Final Detailed Project Report
- h) Soft copy of the Design, Drawings and Reports

## **9. Defect Liability and Responsibility**

Pokhara University has no full technical team to prepare all the necessary design, drawings and other tender documents. So the University is hiring the qualified Consultant for this purpose. The Consultant shall be fully liable and bear the full responsibility for:

- Authenticity of the field data and information
- Reliability of Surveying Works
- Correctness of the design and calculations
- Correctness of the drawings
- Correctness of the Cost/ Quantity Estimate
- Preparation of the Standard Bidding Documents
- Authenticity of any other details related to Construction

The Consultant shall assist the University if required during the Construction phase also. If there are any changes/ faults in the design due to the faulty design of the Consultant, the Consultant shall furnish the required task at free of cost.

### ***Notes:***

### **Design /Supervision Responsibility**

The Consultant shall follow the appropriate Architectural and Engineering practices, standard norms and the design criteria set by the DUDBC (updated version) and the concerned Municipalities while preparing the necessary drawings, design and the contract documents. The Consultant is fully responsible and liable for the design, drawing, estimate, checking and Construction Supervision as well as Coordination with the concerned stakeholders /authorities and finalization of the projects.

PIU/TS has the full right and authority for making any review, necessary amendments, suggestions and recommendations before the finalization of the documentation works but shall not eliminate, substitute or reduce the consultant's responsibility for their work.



## **C. 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. Anything not mentioned in the document regarding the process shall be governed by the prevailing Procurement Regulations of Pokhara University.

The evaluation of documents will be done in two stages:

- A. Screening of RFP Documents of all firms for eligibility
- B. Detail Evaluation of RFP Documents of eligible firms

### **A) Screening of RFP Documents:**

All the RFP documents received timely shall be opened to screen the eligibility of the Applicants. The basic criteria required for the eligibility test are prescribed below. Only the Applicants fulfilling all the basic requirements will be considered eligible for further considerations.

### **Eligibility Test Criteria**

- a. Notarized Copy of Company/Firm Registration Certificate
- b. Notarized Copy of VAT/PAN Registration Certificate
- c. Notarized Copy of Income Tax Clearance Certificate for FY 2076/77.
- d. JV Agreement in case of Firms in JV
- e. Power of Attorney/ Authorization Letter
- f. Self-Declaration

### **B) Detail Evaluation Criteria (or Qualifying Criteria)**

Applicants fulfilling the eligibility requirements as mentioned above will be further evaluated based on the financial capability, experience of the applicants' in similar projects and specific experiences of the experts proposed for the study. Ongoing and the planned projects shall not be considered for evaluation.

The Eligibility and the Qualifying Criteria to rank the consulting firm are summarized as above.

A scoring system is adopted to rank the applicants in merit based on the certain evaluation criteria. The maximum overall score that any applicant can obtain is set 100 points and is distributed as follows:



## **A) Technical Proposal: Maximum 80 Marks**

- 1. Qualifications and Experiences of Key Experts** **40 Marks**
  - 1.1 General Qualifications - 12 Marks
  - 1.2 Experiences (Overall & Relevant or Specific) - 24 Marks
  - 1.3 Experience in Similar Academic /Admin. Bld. Project Work - 4 Marks
- 2. Experiences of the Firm or Company** **25 Marks**
  - a. General Experience of the Firm - 10 Marks  
(General experience in civil engineering designing works)
  - b. Specific or Similar Jobs' Experience of the Firm - 15 Marks  
(Survey, Master Plan Development and Detail Engineering Design of Similar Academic/ Administrative/ Institution Building Complex)
- 3. Experiences of Firm on Construction Supervision Work** **10 Marks**  
(Construction supervision work experiences only in Building and Allied Work)
- 4. Adequacy of the Proposed Work Plan and Methodology in respond to the Terms of Reference** **25 Marks**
  1. Background: understanding of scope of the project (Clear description expected)
  2. Attended to pre-proposal conference /meeting
  3. Work methodology
  4. Submission of realistic work plan
  5. Commitment to complete all the task in less than 5 months with realistic plan

## **B) Financial Proposal: Maximum 20 Marks**

Only those Consulting firm, who passes the technical evaluation will be considered qualified for the job and their financial proposal will be opened.

The Firm who quotes the minimum amount in the Financial Proposal will be given the maximum financial score (F max) = 100 Marks.

**The formula for determining the financial scores (Fs) of other Proposals is:**

$$\text{Fs} = [\text{F lowest} / \text{F proposal}] \times 100,$$

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.

***Notes:***

1. A Successful Consulting Firm shall score minimum 50% marks in each criterion (1., 2., 3. and 4. individually) and minimum 70% marks in overall to be qualified for further considerations.
2. The experience of the firm should be supported with the evidence /proof in the form of experience /completion certificates showing the project size and date of completion of the assignment. The experience of the firm without evidence /proof shall not be considered for evaluation.



## **D. List of Key Personnel/Professionals**

The whole package is divided in to three phases and the manpower/ experts will be also hired accordingly as per the specified job and phases when and wherever necessary.

Design Phase I & II:	Design Works at Musetuda, Gagangauda
Supervision Phase I:	Supervision Works at Musetuda, Gagangauda
Supervision Phase II:	Supervision Works at Existing Pokhara University Premises

### **1. Men power required for Design Works at Musetuda (Phase I & II)**

1. Team Leader
2. Structural Engineer
3. Architectural Engineer/ Landscape Planner/ Planner
4. Soil/ Geo- Technical/ Slope Stability Expert
5. Water Resource/ River Morphology Engineer or Expert
6. Water Supply and Sanitary/ Drainage Engineer
7. Contract Management/ Procurement Expert
8. Environmental Engineer/ Expert
9. Civil Engineer
10. Electrical/ Power Engineer
11. Architecture Engineer for Architectural/ Physical Modelling
12. Modelling Expert for Physical Modelling
13. HVAC/ Mechanical Engineer
14. Quantity Surveyor/ Material/ Civil Engineer
15. Survey Engineer (Civil/ Survey Engineer)
16. AutoCAD/ IT Operator
17. Draft Person
18. Chain Man/ Supporting Staffs

### **2. Men power required for Supervision Works at Musetuda (Supervision Phase I)**

1. Team Leader
2. Construction Engineer/ Civil Engineer
3. Electrical Engineer (Project Need Basis)
4. Water Supply/ Sanitary Engineer (Project Need Basis)
5. Construction Overseer/ Civil Sub Engineer
6. Supporting Staff

### **3. Men power required for Supervision Works at Pokhara University Premises (Supervision Phase II)**

1. Team Leader
2. Construction Engineer/ Civil Engineer
3. Electrical Engineer (Project Need Basis)
4. Water Supply/ Sanitary Engineer (Project Need Basis)
5. Supporting Staff



## **E. RFP Forms & Formats**

The RFP document shall be structured in accordance with the given 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***



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

Date: .....

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

***Subject: Submission of Letter of Intent for "Detailed Engineering Survey, Complete Master Plan Development, Detailed A & E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass, Land Development and Allied Works and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Pokhara -30, Musetuda, Gagangauda and Construction Supervision at Existing University Preises".***

***RFP No: 02/2077-78/NCB (Consulting Services)/PIU-TS/PUIDP-XIII (Meusetuda)***

Dear Sir/Madam,

I/We, the undersigned, are applying to be short listed and provide the Consultancy Services for all the projects mentioned in **Project Information Table 1.1** 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 also 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 EOI is submitted in Joint Venture, provide the JV Information.)

### Name of the Firm/JV.:

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

### *Note:*

1. Maximum three number of firms can make a Joint Venture.
2. In case of JV, the power of attorney should be authorized.
3. Provide duly signed and stamped Joint Venture agreement and power of attorney of the signatories by each member in JV.





### FORM - 3 Self Declaration Form

Date: .....

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

***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

***"Detail Engineering Survey, Complete Master Plan Development, Detail A & E Designs for the Construction of Academic /Administrative Buildings, Ghot-Ghote Khola Diversion /Bypass and Land Development Works (Structural, Sanitary and Water Supply, Electrical, Safety etc.) and Preparation of Complete Set of Tender Documents; as well as Construction Supervision (where and when as needed) at Musetuda, Gagangauda and Construction Supervision at Existing University Premises".***

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.)*



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

List out the general work experiences in detail;

Architectural/ Engineering design and drawings, preparation of the standard bidding documents, survey and landscape design in **Civil Engineering Works/Infrastructures** completed successfully *over the last 7 years with Contract amount more than 30 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 or Consultancy Service Fee, Project Starting and Completion Date clearly.



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

List out the specific/similar experience in detail;

Detail engineering survey and Master Plan development, Architectural /Engineering design and drawings, preparation of the standard bidding documents in **Similar Civil Engineering Works /Infrastructures** (Academic /Institutional/ Administrative /Commercial Buildings) completed successfully over the *last 7 years with Contract amount more than 30 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 or Consultancy Service Fee, Project Starting and Completion Date clearly.



## FORM - 5 Work Experience Form (C. Construction Supervision Work)

List out the specific/similar experience in detail;

Construction Supervision in similar civil engineering works/infrastructures (Academic/ Institutional/ Administrative /Commercial building) completed successfully over the ***last 7 years*** with ***Contract amount more than 30 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 or Consultancy Service Fee, Project Starting and Completion Date clearly.



## 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:

a. The above information must be supported by the Tax Clearance Certificates only (**Auditor's reports shall not attached herewith**).

b. The firm/Jv shall have to submit the Notary Public attested Tax Clearance Certificate of each fiscal year to be considered for evaluations.



## 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	Total Stations		
	Theodolite		
3	Level Machines		
4	Design Software (SAP, STAT PRO)		
5	Vehicles (Two-wheeler)		
	Four-Wheeler		
6	Computer/ Laptop		
7	Printer		
8	Xerox/ Photocopy Machine		

### Notes:

**a. The supporting document for the above information shall not attached herewith.**



## FORM – 8 (A) Key Experts/ Manpower Resources for Survey and Design Works at Musetuda

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

SN	Designation	Name	Qualification	Work Experience (in year)	Specific Work Experience (in year)	Year with Company
1						
2						
3						
4						
5						
6						
7						
8						
9						

(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 email address, contact number in his/her CV.
3. The firm/JV must submit the NEC Registration Certificate in case of the Engineering Professionals.
4. 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.
5. Also, the same key personnel should not be proposed for more than one designation, if proposed no marks will be given for such professional.
6. **The Personnel must clearly specify his/ her project's experiences indicating name of client, project cost or consulting fee, responsibility or position held, date and duration of the project.**





## FORM – 8 (B) Key Experts/ Manpower Resources for Supervision Works at Musetuda Projects

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

SN	Designation	Name	Qualification	Work Experience (in year)	Specific Work Experience (in year)	Year with Company
1						
2						
3						
4						

(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 email address, contact number in his/her CV.
3. The firm/JV must submit the NEC Registration Certificate in case of the Engineering Professionals.
4. 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.
5. Also, the same key personnel should not be proposed for more than one designation, if proposed no marks will be given for such professional.
6. **The Personnel must clearly specify his/ her project's experiences indicating name of client, project cost or consulting fee, responsibility or position held, date and duration of the project.**



## FORM – 8 (C) Key Experts/ Manpower Resources for Supervision Works for Central Office Extension Project at Existing Pokhara University

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

SN	Designation	Name	Qualification	Work Experience (in year)	Specific Work Experience (in year)	Year with Company
1						
2						
3						
4						

(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 email address, contact number in his/her CV.
3. The firm/JV must submit the NEC Registration Certificate in case of the Engineering Professionals.
4. 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.
5. Also, the same key personnel should not be proposed for more than one designation, if proposed no marks will be given for such professional.
6. **The Personnel must clearly specify his/ her project's experiences indicating name of client, project cost or consulting fee, responsibility or position held, date and duration of the project.**