



Standard Request for Proposals

Selection of Consultants

Lump-Sum

Public Procurement Monitoring Office (PPMO)
Tahachal, Kathamndu

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Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the Public Procurement Monitoring Office (“PPMO”) for use by Government of Nepal (GoN) and its implementing agencies in the selection of Consultants. This SRFP is for use in selection of consultants for value of consultancy services more than NRs. 0.5 Million (for National Shortlisting and International Shortlisting). The SRFP can be used with the different selection methods, *i.e.*, *Quality- and Cost-Based Selection (QCBS)*, *Quality-Based Selection (QBS)*, *Fixed Budget selection (FBS)* and *Least Cost Selection (LCS)*.
2. Before preparing an Request For Proposal (RFP), the user must be familiar with the procedures for selection of Consultants in accordance with the requirements of Public Procurement Act and Public Procurement Regulation, DP guidelines for DP funded projects, and must have chosen an appropriate method of selection, and the most suitable form of contract.
The SRFP may be used for Lump –Sum assignment.
The prefaces of these forms of contracts indicate the circumstances in which their use is most appropriate.
3. A RFP normally includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The standard Information to Consultants and the standard General Conditions in the Form of Contract should not be modified. Any special conditions relating to the assignment should be described in the Data Sheet or Special Conditions of Contract.
4. The text shown in *Italics* is “Notes to the Client”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants.
5. If any provision of this document is inconsistent with Public Procurement Act (PPA) 2063 or Public Procurement Regulations (PPR) 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

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

Section 2: Instructions to Consultants, Data Sheet

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

Section 3: Technical Proposal – Standard Forms

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

Section 4: Financial Proposal – Standard Forms

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

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: GoN/DP Policy - Fraud and Corruption

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

Section 7: Terms of Reference (TORs)

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

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

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

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: EOI/RFP/KVDA/02/078/79

**Selection of Consulting Services for:
Preparation of Comprehensive Master Plan Of Kathmandu Valley**

Project: Preparation of Comprehensive Master Plan Of Kathmandu Valley

**Office Name: Kathmandu Valley Development Authority
Office Address: Anamnagar, Kathmandu**

Financing Agency: Government Budget

Issued on:

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Date: 2079/03/02

PART I

Section 1. Letter of Invitation

RFP No: EOI/RFP/KVDA/02/078/79

Attention:

- 1.RIBS-NDC-Civil OasisJV
- 2.ERMC-PICASSO-MALLA JV
- 3.TAEC Consult P. Ltd. -A.Not Architecture andArchitects (P) Ltd. - SIDEf Consultants Pvt. Ltd. JV
- 4.BDA - FBC JV
- 5.NREC-TC-GSLP JV
6. Rajdevi-GRID-CemecaJV
7. DIGICON-BEAM-ShreeRS JV.
8. NEST-GEOCOM-PARAGON JV
9. C2TECH(GIDA)-ECoCoDE Nepal-GES,(J.V.)

Dear Mr./Ms.:

1. Government of Nepal (GoN) has allocated fund toward the cost of *Preparation of Comprehensive Master Plan of Kathmandu Valley* and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): *Preparation of Comprehensive Master Plan of Kathmandu Valley*. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 - 1.RIBS-NDC-Civil OasisJV
 - 2.ERMC-PICASSO-MALLA JV
 - 3.TAEC Consult P. Ltd. -A.Not Architecture andArchitects (P) Ltd. - SIDEf Consultants Pvt. Ltd. JV
 - 4.BDA - FBC JV
 - 5.NREC-TC-GSLP JV
 6. Rajdevi-GRID-CemecaJV
 7. DIGICON-BEAM-ShreeRS JV.
 8. NEST-GEOCOM-PARAGON JV
 9. C2TECH(GIDA)-ECoCoDE Nepal-GES,(J.V.)

4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under QCBS T:P=90:10 and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
7. Please inform us by 2079/03/09 in writing at Kathmandu Valley Development Authority, Anamnagar , or by E-mail planning.kvda@gmail.com:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,



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Er. Narayan Prasad Bhandari
Deputy Development Officer

Section 2. Instructions to Consultants and Data Sheet

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

A. General Provisions

1. Definitions	<ul style="list-style-type: none">(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.(h). "Day" means a calendar day.(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).(k). "Government" means the government of the Nepal.(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is
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	<p>taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. 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 Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p>

	<p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>	
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.	
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.	
c. Conflicting relationships	(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.	
4. Unfair Competitive Advantage	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 Data Sheet 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.	
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.	5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.

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

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

	<p>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>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet 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 Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<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 Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet 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 Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) 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 Data Sheet.</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 Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<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 Data Sheet.</p>
a. Price Adjustment	<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 Data Sheet.</p>
b. Taxes	<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 Data Sheet.</p>
c. Currency of Proposal	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
d. Currency of Payment	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<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 Data Sheet, 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</p>

	<p>members so as 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 Data Sheet. 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 "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</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 "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</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 "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p>

	<p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. 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 Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company</p>

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

	<p>(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,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
24. Correction of Errors	<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>
a. Time-Based Contracts	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
b. Lump-Sum Contracts	<p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>
25. Taxes	<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>
26. Conversion to Single Currency	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p>
27. Combined Quality	

and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	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 Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	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. 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.
c. Least-Cost Selection (LCS)	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.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	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. 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.
b. Technical negotiations	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.
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
30. Award of Contract	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
31. Request for Information/ Complaints	<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</p>

	<p>provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p>32. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <p>a. give or propose improper inducement directly or indirectly,</p>

	<ul style="list-style-type: none">b. distortion or misrepresentation of factsc. engaging or being involved in corrupt or fraudulent practiced. interference ine. participation of other prospective bidders.f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
33. Blacklisting	<p>33.1 Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none">a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,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,d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <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 Data Sheet.</p>

E. Data Sheet

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: Not Applicable
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: <u>Kathmandu Valley Development Authority</u> Method of selection: <u>QCBS</u>
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: <u>Preparation of Comprehensive Master Plan of Kathmandu Valley, EOI/RFP/KVDA/02/078/79</u>
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: <u>2079/03/22</u> Time: 13:00 PM Address: <u>Kathmandu Valley Development Authority, Anamnagar</u> Telephone: 01-4770661 Facsimile: _____ E-mail: <u>planning.kvda@gmail.com</u> Contact person/conference coordinator: Saurab Dhakal
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated,

	including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: 3 (three).
6.3.1	A list of debarred firms and individuals is available at the following website <u>[insert appropriate website address: PPMO or DP as applicable]</u>
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by: • Certificate of incorporation.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible NO [Notes to Client: Default provision is "Yes" that participation of local sub-consultants, international or national independent expert in more than one Proposal is permissible. Participation of experts who are regular employees of one of the lead firms in more than one proposal is not permissible, unless such firm declines to present the proposal]

12.1	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline.</p> <p>[Notes to Client: Duration of validity of the proposals shall be adequate to complete evaluation of the proposals, receive all necessary approval and negotiate the contract.]</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment NO</p>
13.1	<p>Clarifications may be requested no later than <u>10</u> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: <u>Kathmandu Valley Development Authority</u> 01-4770661</p> <p>Facsimile: _____ E-mail: planning.kvda@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with Not Applicable</p> <p>[Notes : Shortlisted consultants may <u>not</u> associate with other shortlisted consultants and other non-shortlisted consultants.</p>
14.1.2	<p>Estimated input of national Key Experts' time-input:15 person-months</p>
14.1.3 for time- based contracts only	<p>Not Applicable</p>
14.1.4 and 27.2 use for Fixed Budget method	<p>Not Applicable</p>
16.1	<p>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.]</p> <ol style="list-style-type: none">(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;(2) cost of travel by the most appropriate means of transport and the most direct practicable route;

	<p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable [insert other relevant type of expenses, if/as applicable]</p> <p>Only for Time-Based Contracts:</p> <p>Provisional sums [insert amount, provide breakdown]</p>
16.2	<p>A price adjustment provision applies to remuneration rates: NO</p>
16.3	<p>“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np.”</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants shall not have have the option of submitting their Proposals electronically.</p>
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and One copy is a must</p> <p>(b) Financial Proposal: one (1) original and One copy is a must.</p> <p>Note:</p> <p>(a) It is requested for all participating consultants to provide a copy of technical as well as financial proposal otherwise proposals shall not be evaluated and shall be disqualified.</p> <p>(b) Proposal must be submitted in hard binding. Index binding or spiral binding or any binding that may cause loose sheets is not allowed. Proposals will be disqualified if these terms are not met.</p>
17.8	<p>The Proposals must be received at the address below no later than: Date: 2079/04/01 Time: 12:00 PM</p>

	<p>The Proposal submission address is: <u>Kathmandu Valley Development Authority</u> <u>Note: Please Provide an official letter of submission with the sealed proposal.</u> [Note to Client: Proposal submission on or before the deadline shall be recorded by the Client when the Client receives the Proposal and its copies as indicated in DS17.9.]</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: NO The opening shall take place at: Same as proposal submission Address The Proposal submission address is: Kathmandu Valley Development Authority Anamnagar Kathmandu</p> <p>[Note to Client: Proposal submission on or before the deadline shall be recorded by the Client when the Client receives the Proposal and its copies as indicated in DS17.9.]</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party. [State what additional information will be read out and recorded in the opening minutes]</p>
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are:</p> <p style="text-align: center;"><u>Points</u></p> <p>(i) Specific experience of the consultants (as a firm) related to the assignment 15</p> <ul style="list-style-type: none">• Experience in at least one project of at least 1.5 crore (inclusive of VAT) cost in the similar field {Master plan of Metropolitan city or sub-metropolitan city or Municipality, Integrated urban development plan(must include maximum objectives/scope of terms of reference), New towns, Smart/satellite/mega city or similar}. <p>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference 20</p> <ul style="list-style-type: none">• Technical Approach to the Understanding of Terms of Reference and Quality of Methodology- 10• Work Plan and Time Schedule -5• Organizational structure, Staffing -5 <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>(iii) Qualifications and Experience of the key staff for the Assignment 55</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <ol style="list-style-type: none"> 1. Team Leader-4.8 2. Deputy Team Leader/Regional Planner- 3.8 3. Urban Designer-3.2 4. Urban Environment Specialist/Expert-3.2 5. GIS Expert-3.2 6. Urban Landscape Architect-3.2 7. Institutional Development Expert-3.2 8. Water Supply Engineer/ Sanitary Engineer-3.2 9. Transportation/ Highway Expert-4.8 10. Geotechnical Engineer-3.2 11. Economist/Financial analyst-3.2 12. Sociologist-3.2 13. Disaster Risk Management Expert-3.2 14. Hydrologist-3.2 15. Archaeologist-3.2 16. Senior Legal Expert -3.2 <p>The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 40px;">(i) General Qualifications</td> <td style="text-align: right;">30%</td> </tr> <tr> <td style="padding-left: 40px;">(ii) Experience</td> <td style="text-align: right;">60%</td> </tr> <tr> <td style="padding-left: 40px;">(iii) Experience in similar terrain [National Staff]</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="text-align: right; padding-right: 40px;">Total weight:</td> <td style="text-align: right;">100</td> </tr> </table> <p>(iv) Suitability of the transfer of knowledge program or training) 10</p> <p>The minimum technical score (St) required to pass is 70 Points</p>	(i) General Qualifications	30%	(ii) Experience	60%	(iii) Experience in similar terrain [National Staff]	10%	Total weight:	100
(i) General Qualifications	30%								
(ii) Experience	60%								
(iii) Experience in similar terrain [National Staff]	10%								
Total weight:	100								
23.1	An online option of the opening of the Financial Proposals is offered: No								
23.1 and 23.2	The Client will read aloud only overall technical scores.								
26.1	Nepalese Currency Applicable								
27.1	The lowest evaluated Financial Proposal (Fm) is given the maximum financial								

[a. QCBS only]	<p>score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 90 P = 10</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations: Date: 2079/05/20 Address: Kathmandu Valley Development Authority</p>
30.4	<p>Expected date for the commencement of the Services: Date: 2079/05/20 at: Kathmandu Valley</p>
31.1	<p>The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of 0.3%</p>
33.2	<p>A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np</p>

Section 3. Technical Proposal – Standard Forms

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

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

Consultant's Name: _____

FORM TECH-3

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

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

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

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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



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

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

N ^o	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
KEY EXPERTS															
International															
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}														
K-3															
National															
n															
												Subtotal			
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
												Subtotal			
												Total			

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)

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

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

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

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. Bbbbbb, 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}	



--	--

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

Certification:

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

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

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

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

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

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

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

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

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

[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 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To: [Name and address of Client]

{Location, Date}

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM

FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Provisional Sums				
Sub-Total				
Total Cost of the Financial Proposal¹				
Value Added Tax (VAT)				

¹ Should match the amount in Form FIN-1.

FORM FIN-3 BREAKDOWN OF REMUNERATION ²

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

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

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

³ As identified in the Summary and Personnel Evaluation Sheet.

**CONSULTANT'S REPRESENTATIONS REGARDING
(EXPANDED FORM TO FIN-3 – QBS)**

COSTS AND CHARGES

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

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

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

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



Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

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

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Reimbursable Expenses								
{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}								
Sub-Total: Reimbursable Expenses								
Provisional Sums								
Item 1								
Item 2								
Sub-Total: Provisional Sums								
Total: Reimbursable Expenses + Provisional Sums								

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



Section 5. Eligible Countries

[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

For GoN funded: *[select one option as appropriate]*

For the purpose of National shortlisting: “Nepal”; or

For the purpose of International Shortlisting: “all Countries”

For DP funded: **attach list as per their list of eligible countries**

Section 6. Corrupt and Fraudulent Practices

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

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

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

Section 7. Terms of Reference

Comprehensive Physical Development (Master) Plan of Kathmandu Valley

1. Introduction

The earliest archaeological evidence of settlements (Hadigaon and Lubhu in southern part of the valley, Wikipedia) in the valley dates back to the 2nd century BS, followed by the emergence and development of many towns in various valley places during different periods. The valley covers an area of 721 sq.km. (Urban Growth Trends and Multi Hazard Kathmandu Valley, 2069 BS, Publication date 2071 BS) and is gifted with fertile soil and mild climatic condition. Agriculture, forestry, agroforestry-based cottage industries, and trade and crafts specialization have characterized the urban economy of the valley from very early historic periods. As a result, it has attracted migrants to settle in this valley. It was during the Malla Dynasty between 1257 BS and 1825 BS, the valley flourished due to its trade with Tibet. The three durbar squares, with palace courts and tiered temples forming the core of the traditional urban built form, now recognized as World Heritage for their remarkable architecture, are from this Malla period.

After the takeover by the Shah King after 1825 BS, Kathmandu remained the capital of the concord Kingdom, retaining its name Nepal. After the declaration of democracy in 2064 BS the valley saw drastic population growth mostly due to migration and transformation from an agricultural-based economy to an urban administration center. The Chinese annexation of Tibet almost ended the business with Tibet. During the insurgence period from 2053 BS to 2063 BS, the valley witnessed a large influx of migrants across the country for security reasons. Also, being the national capital and economic and service center, it has ever since attracted people who are in search of economic opportunities and health and educational services. Despite the prevalent hazard, the economic and demographic dominance of the Valley is significant in the national context. It is the hub of Nepal's urbanization that accommodates nearly 24% of the nation's urban population (MoUD 2072). Though Valley has been rapidly urbanizing, its urban development has not been able to catch up with the pace of infrastructure and services. Haphazard development, inadequate infrastructure, pollution, poverty, and a degrading urban environment are the major issues faced by the valley. The principal reason for haphazard development is ineffective land management and market distortion. Separate land use planning in the Municipalities are not available moreover building by-laws, and building codes are weakly followed, which have added to chaotic urban growth and obstructed even the organic growth in the valley. It is rich in natural, social, cultural, and religious values, fostering economic opportunities.

The valley needs a strong governing body that administers the overall planned urban development. Underscoring the need for major intervention to guide the development of the valley, "The Long Term Development Plan of Kathmandu Valley (LTDP), 2059" was approved by the Government, which envisaged policies and strategies for the development of the Valley until 2077 AD. However, its weak implementation was mainly due to the decade long armed conflict, political instability, overlapping of the jurisdictions, lack of coordination between stakeholders, and a detailed action plan. The changing scenario of the valley in due course of time, Kathmandu Valley Development Authority (KVDA) is going to prepare the Comprehensive Physical Development Master Plan (CPDMP) of Kathmandu valley limiting itself to the federal responsibilities. It respects the municipal responsibilities of the matters within its geography or direct concerns to mostly its citizens. Also, it respects the federal and other line agencies' responsibilities of fundamentally technical works with little or no multi-sectoral concerns.

2. Study Area

Kathmandu Valley, covers an area of 721sq. km covering entire Kathmandu and Bhaktapur districts and approximately 50% land area of Lalitpur district. Geographically, the Valley extends from 27°49'4" to 27°31'42" latitude and from 85°11'19" to 85°33'57" longitude in the mid-mountain physiographic region of Nepal. It comprises of 18 municipalities within the three districts: Kathmandu, Lalitpur and Bhaktapur. Following are the area of KVDA jurisdiction:

- क पूर्व : गोदावरी भञ्ज्याङ्ग, त्रिवेणी डाँडा र पाटी भञ्ज्याङ्गको सिरानै सिरानहुँदै अमालडोलको पूर्वपट्टिको पानीढलो भई रोहिणी भञ्ज्याङ्ग र किरतिके भञ्ज्याङ्गको सिरानै सिरानहुँदै मंचुरी लेख र चिपुडाँडाको सिरानसम्म ।
- जा पश्चिम:सिमपानी, काजिगाउँ, भट्टारचौर, दक्षिणकाली, तालुक, गुरदम खोलाहुँदै चखेलको उत्तरपट्टिको पानीढलो, चन्द्रगिरि सिमभञ्ज्याङ्गमसिनीगाउँको पूर्वपट्टिको पानी ढलो, दहचोक डाँडा, मजुवागाउँ, भीमढुंगा थुम्कीको पूर्व पट्टिको पानीढलो भई भुडखु र पाँचमाने भञ्ज्याङ्गसम्म ।
- दा उत्तर : पाँचमाने भञ्ज्याङ्ग र शिवपुरी लेकको सिरानै सिरानहुँदै बोलांग र चिपुडाँडासम्म ।
- घा दक्षिण : गोदावरी भञ्ज्याङ्गको सिरानै सिरानहुँदै ढुंगाखानी खोलाको पानीढलो, भगवान डाँडा र लेले भञ्ज्याङ्गको सिरानै सिरानहुँदै देउरालीथुम्की, बावियागाउँ, मानेको दक्षिणपट्टिको पानीढलो भई बागमतीनदीहुँदै सिमपानीसम्म ।

East: Godavari pass, Triveni hill, along the ridge of Pati pass, to the eastern ridge of Amaldol. Rohini pass and Kritike pass up to the ridge of Manchuri height (lek) and Chipu hill ridge.

West: Simpani, Kazigaun, Bhattarchaur, Dakshinkali, Taluk, Gurdam river to northern ridge of Chakhel, Chandragiri Simpass, eastern ridge of Masinigaun, Dahachok hill, Majuwa village, Eastern ridge of Bhimdhunga peak, Bhudkhu and Panchmane pass

East: watershed of Chandragiri Simbhanjyangmasinigaun, Dahchok hill, Majuwagaun, on the eastern watershed of Bhimdhunga Thumki up to Bhudkhu and Panchmane Bhanjyang.

North: Panchmane pass, the ridge along Shivpuri highland up to Bolang and Chipudanda.

South: Along the ridge of Godawari pass, the watershed of Dhungakhani river, Bhagwan hill, along the ridge of Lele Bhanjyang, up to the Deurali peak, Babiya village, along the southern ridge of Mane Bhanjyang and Bagmati river up to Simpani.

The study area should based not only be on KVDA Act but extend, as appropriate, with various urban planning Attributes.

3. Objective

The major objective of the Comprehensive Physical Development Master Plan (CPDMP) of Kathmandu valley is to facilitate and achieve safe, clean, organized, prosperous, elegant, and resilient national capital by enhancing the efficient interdependence of nature, community, culture, and economy.

4. Scope of Work

The scope of the project is not limited to:

- Give a summary of critical examination and review of the current regulatory and institutional frameworks, governance measures, policies, acts, regulations, relevant reports, documents, ongoing/pipeline schemes related to urban development to identify shortcomings, recommends suitable changes in the current policies and strategies to eliminate its drawbacks.
- Analyze and assess the existing situation of Land Use, Demography, Physical and Social Infrastructure, Economy, Livelihood and Housing, Transport, Communication and Connectivity, Disaster Risk, Vulnerability and potential disaster hot spots, Heritage, Culturally significant places and tourism, Geological assessment, Hydrographic/Hydrogeology and Trade and Commerce and Ecology of the valley.

- Identifying strengths, weaknesses, opportunities, and threats of the Valley and KVDA.
- Formulate the vision and working strategy
- Prepare a detailed physical development plan limited to the Federal Government scope.
- Prepare proposed land use /zonal plan.
- Prepare land use/zoning regulations guidelines to promote and control the development and FAR norms.
- Framework for implementation of the physical development plan.
- List other line agencies (multi-sectoral) projects in the pipeline along with their vision and policies
- Prioritizing projects and formulation of investment plans with appropriate financing strategies.
- Focusing on reforms to be carried out at the Federal level in consonance to promote planned intervention.

5. Task and Assignment

Carry out below mentioned tasks, which involve primary and secondary data, public consultation, desk studies, and official interviews and field studies. The data shall be collected throughout the designated area using random sampling techniques to develop a representative sample of the entire area.

Task A: Review the existing plan, policies, acts, regulations, and vision, as well as relevant documents and reports

Critically examine and review the current regulatory and institutional frameworks, governance measures, policies, acts, regulations, ongoing schemes, and documents and reports related to urban development to identify shortcomings and recommend suitable changes in the current policies and strategies to eliminate its drawbacks.

Task B: Existing Scenario Assessment, Study, and Analysis

The KVDA shall provide a recent satellite image of the Kathmandu valley for the existing scenario assessment and analysis as per the requirements of this ToR.

a. Land use/ land suitability analysis

i. Existing Situation Map

Develop a GIS-based detailed map of the Valley in close coordination with the municipalities to quantify built-up area, infilling, and open land available for future development for next 20 years. The map scale be 10,000 to 12,000 with the following details:

- i. Contour lines at a counter interval of 1 meter
- ii. Boundaries (District, municipality, ward, neighborhood as appropriate)
- iii. Major water supply line (of more than 150 mm diameter), sewer line (600 mm diameter) electricity (33 KVA), and other utility networks
- iv. Population density and growth rate (ward wise, if possible sub-ward wise)
- v. Existing land use (Built-up, industrial, agricultural, natural land, public space, squatted area)
- vi. Transportation (road hierarchy - national highway, feeder road, and district road and municipal road less than 20 m. but more than 6 m., outer ring road and fast track, parking spaces (with more than 20 vehicle parking), airport)
- vii. Water Supply (mainline, water treatment facilities, public water tanks)

- viii. Trunk line of storm drainage system (600 mm dia.), plan and discharge calculation
- ix. Solid waste (formal and informal dumpsites, recycling points, transshipment, sorting points, transfer station)
- x. Electricity (production and transportation infrastructure up to 33 KVA, grid power coverage, public lighting)
- xi. Multi-hazard risk map (Seismic, liquefaction, landslide, fire. Hoods, industrial risks)
- xii. Public services (hospitals 50 beds, university-level education, security and rescue services, administrative services (municipal or higher level)
- xiii. Environment (erosion, pollution, forest, water bodies)
- xiv. Culture and tourism (Major temples, national museums, towers, national monuments, major festival Routes, world heritage sites)
- xv. Summary map with the most pressing needs across all themes studied (ranked by order of importance)
- xvi. Industry, commerce and hospitality (with more than 50 workers)
- xvii. Nationally important Parks and playgrounds

ii. Mapping the historical growth trends of designated areas

Study historical urban growth trends and main factors of urban growth over last 20 years. It shall be plotted on GIS maps articulating the urban growth.

iii. Housing trends and needs assessment

Analyze and map growth patterns and projected needs for next 20 years

iv. Density Maps

Prepare existing density maps and plan high-density mixed-use development in the existing urban boundaries and future growth areas.

B. Land Management

Review existing land management policies, practices and propose better policy options regarding urban land management to enhance the existing land management with GIS.

C. Governance and Institution

Examine and study the role of different institutions working to develop the Valley. Examine the institutional capacity of the major organizations directly responsible (including human and financial resources) to implement and monitor the bye-laws and proposed CPDP. Similarly, consultants shall recommend improvements in institutional reform/structures to enforce laws and service delivery.

D. Land Use Regulations and Plans

Critically review and analyze all existing urban planning policies, laws, rules, and regulations at the national, provincial, and local levels and existing plans and programs.

Propose viable policy guidelines and standards at the valley level planning and development. The consultant could also propose alternative methods to address land-use change and its meaningful promotion of urban development based on four major criteria: social acceptability, economic feasibility, environmental sustainability, and financial viability

E. Environment and Geology

For analyzing the urban environment of the Valley, the consultant shall use the following data as available: Propose a viable policy recommendation and programs to reduce the environmental problems of the Valley.

- a. Air quality at various points
- b. Water quality (drinking water supply) and watercourse (river and rivulets)

- c. Soil and geological map/data
- d. Noise level at various points
- e. Identification of environmentally (air, water, noise, landslide, flood, fire, earthquake and hood) sensitive areas.

F. Demography, Livelihood and housing

Analyze population densities at ward wise of the Valley and study the economic activities and socio-economic study of the whole Valley. Identify squatter areas within the KV and propose squatters rehabilitation policies and programs.

G. Urban Transportation, Mobility and Accessibility

Study the current transportation and traffic system of the KV required for this purpose carry out the followings surveys. Upon carry out the below mentioned surveys the consultant shall propose sustainable transportation system for the whole Valley.

- a. Map all road (more than 6 meter width) and parking (more than 20 vehicles)
- b. Origin, destination, loading unloading and parking survey of goods, trucks or bigger (more than four wheel vehicles)
- c. Traffic counts of some roads (of more than 6 m. wide) and junctions to determine roads and junction capacities.
- d. Long distance Public Transport service users and operators interview survey
- e. Traffic signage survey (of road more than 20 m. wide) signage relevant to public transport)
- f. Mobility survey and to determine synergy between land use and transport etc.
- g. Analyze sufficient distribution of four lane roads

H. Historical/social/cultural Heritage/Tourism Development

Map all national important existing historical monuments, places of cultural heritage areas, tourist area and propose policy recommendations as well as appropriate regulations to fully adopt national archaeology laws for the development and conservation of the cultural Heritage of the localities to capitalize on the valley level to create the valley as social and cultural hubs.

I. Hazard and vulnerability survey and assessment

A detailed hazard (landslides, water, big fire, flood etc) risk assessment of hazards; leading to an integrated multi hazard risk assessment and an identification of city level hazard hot spot in GIS

J. Urban Design and Public Realm

Study existing public spaces (valley level, like Tundikhel, Lagankhel, Jawalakhel, etc.) national monuments, parks (valley level, like Tribhuwan, Balaju and Gokarna park, etc.) etc. for improvement to determine opportunities for enhancing existing and creating new sites. Propose urban beautification and design aspects for such existing and new development

K. Quality of Life

Conduct diagnostic analysis for quality of life standards. The diagnostic analysis shall include but not be limited to the following:

- a. Public Spaces - national libraries, valley level parks and recreational areas, public halls and regional level sports courts grounds
- b. National and valley-wide Heritage Sites and trend of encroachments

L. Economy (Industry and Trade)

Prepare profiling (showing in map location) of industry, commerce, and commercial sectors with more than 50 workers and analyze the following including

- Location (access and spatial distribution) and space adequacy
- Past and present national level and local level laws and policies
- Propose policies and by-laws

A sectoral profile of commerce, industry, and commercial activities of designated areas in terms of spatial growth, employment, and share of the local economy.

- National level policies of commerce and industrial sector.
- Analysis and planning proposals about the adequacy of facilities and infrastructure that support these activities.

M. Water Supply, Sewer, Storm Water Drainage and Solid Waste Management

Make profiling and map of

- New and existing sources of water supply (of more than 150 mm dia.), and source of water and their depletion rates
- Sewer line (of more than 600 mm dia.), outlets points and treatment plants
- Storm water drainage (of more than 600 mm dia.), discharge points and calculate their discharge
- Solid waste transshipment and sorting points with capacity, formal and informal disposing places, and landfill sites. Also transportation route to landfill sites and tonnage calculation

Prepare policy direction and action plan to generate funds for construction, maintenance, and operation of public amenities at feasible locations.

N. National and International best practice References

Undertake a research on best practices concerning avoidance and up-gradation of squatter settlements, especially recent success at the national level and in other developing countries.

O. Analysis

Analyze and assess at least the followings:

- Trend analysis:** The analysis should reveal, among other things, the growth trend of—population, migration, traffic (in roads more than 6 m. wide), land use, major infrastructure provisions, and other economic opportunities.
- SWOT analysis:** This should reveal the potentiality of the valley-based on its strength and opportunities. The analysis should also reveal the weaker side of the Valley or parts, which tends to pose threat to the future development of the valley.
- Spatial analysis:** The analysis should reveal the requirement and availability situation of vacant land, including land development-ability analysis. The analysis, therefore, should clearly show the location where future growth can be channelized.
- Financial analysis:** Financial analysis of subprojects proposed by the study.

P. Visioning workshop

Organize a workshop with all concerned public sector departments, elected Mayors /Deputy mayors and, a representative from district coordination committees, a representative from the private sectors (NHLDA, FNCCI, MuAN, NEA, RUPSON, SONA, etc.) NGO and social organizations to finalize a vision of the Valley and its part as necessary. Before this workshop, the consultants shall organize necessary

focus group discussions with concerned stakeholders to identify goals/vision, issues, concerns, and opportunities. For making the vision operational, necessary development principles to guide the sectoral activities also need to be outlined. Vision and principles should be finalized with the advisory committee of KVDA.

Task C- Physical Development plan Strategic Scenario Development

Describe the specific objective, principle, and criteria necessary for guiding the generation of a different scenario. The plan should comprise a valley wide comprehensive plan to deal with common issues such as regional (outside the valley)transport system, including Mass Transport, water supply, drainage, and valley level pollution control including solid waste management. In addition, the detailed land-use plan and other infrastructure development plans shall be provided separately for each municipality's boundaries.

- I. Set of scenarios at regional, study area based on identified vision and assessment of the existing situation and future projections.
- II. At the structure planning level, a preliminary economic and financial feasibility assessment and the social and environmental impact is expected for each scenario.
- III. A detailed inventory of existing features, including topographical and natural constraints, agricultural land, ground water recharge areas, wildlife, all water bodies, etc.)
- IV. Natural systems, natural resources of the valley, and environmental conservation areas.
- V. Land use patterns, both existing and future based on integrated analysis that links land use with housing and livelihoods, mobility, energy, environmental services, socio-economic aspects, and the environment
- VI. Allied Infrastructure requirements to support strategic development proposals.
- VII. Preparation of Zoning regulations/ Development control guidelines and the appropriate recommendation of FAR norms.

Task D: Skill, Knowledge transfer, and dissemination

This assignment will undertake an assessment of the need for and possible scope of professional development and training required for personnel of KVDA supporting the structure plan development and later enforcement. The consultants should ensure that the key personnel in KVDA should be provided with the necessary training and ensure knowledge transfer is useful at every stage of the plan preparation, implementation, and enforcement.

Task E- Preparation of Action Plans

Develop a detailed and comprehensive action plan for the successful implementation of the physical (structure) plan. The action plan is not limited to:

- a. zoning and land management
- b. squatter identification, avoidance, and up-gradation
- c. health facilities
- d. educational facilities
- e. quality of life
- f. water supply, sanitation, and solid waste management
- g. transportation and traffic management as well as parking lots
- h. disaster risk reduction and hazard emergency
- i. multi-sectoral investment
- j. tourism, Heritage, and conservation
- k. environment protection
- l. rural-urban fringe and regional development

- m. commercialization, industrialization, and investment attraction
- n. security measures of the city
- o. institutional framework development implementing master plan

1. Human Resources

S.No.	Description	Person/ Quantity	Unit	Man-month			Grand Total
				Office	Field	Man Month per Expert/Non Expert	
1	Team leader/Urban Planner	1	No.	12	3	15	15
2	Deputy Team Leader/Regional Planner	2	No.	7	6	13	26
3	Urban Designer	2	No.	7	6	13	26
4	Urban Environment Expert	2	No.	9	4	13	26
5	GIS Expert	2	No.	9	4	13	26
6	Urban Landscape architect	2	No.	9	3	12	24
7	Institutional development specialist	2	No.	8	3	11	22
8	Water supply and sanitary expert	2	No.	7	4	11	22
9	Transporation expert	3	No.	7	4	11	33
10	Geotechnical Engineer	2	No.	7	4	11	22
11	Economics/Financial Analyst	2	No.	7	4	11	22
12	Sociologist	2	No.	7	4	11	22

	Disaster risk management specialist						20
13	specialist	2	No.	6	4	10	
14	Hydrologist	2	No.	6	4	10	20
15	Archeologist	2	No.	5	4	9	18
16	Civil Engineer	4	No.	5	6	11	44
17	Architect	4	No.	5	6	11	44
18	Senior Legal Expert	2	No.	6	6	12	24
19	Senior Surveyor	6	No.	4	8	12	72
20	Junior Surveyor	8	No.	4	8	12	96
21	Sub Engineer	6	No.	2	7	9	54
22	Admininstrator	6	No.	6	2	8	48
23	Support Staff	6	No.	6	6	12	72
Provisional Sum (PS) item shall be reimbursed on the basis of actual expenses.							

Personnel/ Qualifying Criteria	Major tasks to be undertaken by the individual expert (not limiting the following)
<p>Team Leader (TL) /Urban Planner Academic Qualification: Master degree (Ph.D preferable) in Regional Planning/Urban Planning/Regional and Urban Planning with Bachelor's degree in Civil Engineering or Architecture or Urban planning. Work Experience: at least 10 years of relevant experience in urban planning/urban development sector after Master degree.</p>	<ul style="list-style-type: none"> • Lead the team to implement the assignment, prepare reports, deliver the outputs, and achieve the outcome. • Review and assess socio-economic characteristics, satellite city vision, strategy, plan, land use plan, and other policies, regulations, and studies to identify issues in the existing policy framework that will help to develop new urban expansion area. • Review literature of urban development preferably in developing countries. • Prepare city/town assessment profile, and analysis for future growth trend. • Review priority programs/ projects, conceptual plans, designs etc. and provide feedback to responsible expert. • Prepare long-term vision, mid-term goals, objectives and strategy for the development of satellite city. • Prepare a list of strategic projects and a brief summary of each project, including project title, location, conceptual design, implementation arrangements, and social and environmental impacts. • Use multi-criteria based programme for investment projects, and use it to prepare an implementation plan including each project's timeframe, and financing options. • Use performance monitoring system to track the performance of the project towards the visions and goals of the satellite city. • Conduct meeting, workshop etc. as and when required.
<p>Deputy Team Leader/Regional Planner: Masters degree in Urban Planning and at least 7 years of relevant post-Master experience in urban planning/development or infrastructure planning.</p>	<ul style="list-style-type: none"> • Develop a base map and database about land use and the topography of the area with topographic map/ cadastral map, Google/satellite images showing the evolution of land use. • Work on methodologies and assist the survey team in carrying out surveys and compiling data. • Use the survey results to develop a base-year scenario and trend analysis • Assist the Team Leader in developing possible urban growth scenarios, land use patterns • Prepare/ develop infrastructure network plan, land use/zoning map, and • Assist the TL in preparing a master plan of the area and identifying projects for detail engineering study • Developing and reviewing rules, regulations, bye laws in support of urban development plans. • Involves and consults all the stakeholders including the public on matter pertaining to planning, zoning and related projects. • Provides technical advice to the technical committees

	<p>and public consultation.</p> <ul style="list-style-type: none"> Evaluating all development control, regulation, zoning, bye laws and interpreting the approved rules and regulations to technical and executive staffs.
<p>Urban Designer Masters degree in Urban Designing with architecture/civil engineering / planning background and at least 5 years of relevant post-Master experience in urban design/development.</p>	<ul style="list-style-type: none"> Engage in all aspects of the design process including analysis, conceptual ideas, design development and documentation Create 2d and 3d analytical and conceptual drawings, graphics Be challenged and inspired to help create innovative 21st century places and environments Involve in sustainable and resilient design
<p>Urban Environment Specialist/Expert Master's degree in environmental engineering or Environmental Science with at least 5 years of relevant post- Master experience in EIA/IEE or environment safeguard activities of urban infrastructures planning/ designing/ implementing</p>	<ul style="list-style-type: none"> Support team for the analysis of environmental condition in the area. Support team to set goals and objectives for environmental sectors, Provides critical measures to improve natural and man-made environment of the area. To assess urban environmental concerns as these are growing to critical level due to air, land, noise, visual pollution, high fossil fuel consumption, land use incompatibility, public space encroachment, growth of squatter settlements, disregard for cultural heritage/ aesthetic of indigenous architecture. Consultant should also study Disaster Risk of the area. Support team for rapid environmental assessment of strategic projects. Planning, designing and developing Environmental friendly urban infrastructures EIA/IEE study for feasibility of project.
<p>GIS expert: Master degree in Geo Information Science/ GIS/ Geomatics/ Geography and at least 5 years of relevant post-Master experience in preparing GIS based urban map or base map</p>	<ul style="list-style-type: none"> Support Team Leader for the preparation of settlements GIS based urban map and thematic maps. Support team to develop database, land suitability analysis of selected towns and preparation of land use maps, thematic maps, infrastructure maps etc. Preparation of base map.

<p>Urban Landscape Architect Masters degree in Architecture/Urban Planning and at least 5 years of relevant post-Master experience in heritage conservation</p>	<ul style="list-style-type: none"> • Visit study area, conduct survey and documentation related to project requirements concern with heritage buildings, historic landscape, tourism place and conservation. • Assess and recommend buildings and areas for conservation and produce area appraisals. • Represent conservation issues to client and design team. • Advise on planning application and development control regulations that affect the repair or alteration of historic areas and sites. • Give advice and prepare reports as required on the condition, future prospect and potential of sites or buildings.
<p>Institutional Development Expert Minimum master's Degree in Public/Business Administration / Business Studies with 5 years of relevant work experience after master's degree</p>	<ul style="list-style-type: none"> • Support team to analyze existing institutions, their capability, responsibility, coordination regarding the project • Suggest appropriate institution framework, along with capacity building, sustainability for the effective execution of project.
<p>Water Supply Engineer/ Sanitary Engineer: Master degree in Sanitary Engineering or equivalent with at least 5 years experience in design of sewerage or water systems and treatment plants</p>	<ul style="list-style-type: none"> • Inspects and study the sanitary/ water supply condition of project area • Plans development of watersheds, filtration plants, and storage and distribution systems for water supply. • Plans sewage-disposal, storm water management schemes and water supply schemes • Planning of sewerage network system.
<p>Transportation/ Highway Expert: Master degree in Transportation Engineering or equivalent with at least 5 years experience in design of sewerage or water systems and treatment plants</p>	<ul style="list-style-type: none"> • Inspects and study the transportation condition of project area • Plans development of transportation sector. • Providing technical advice. • Preparation of transport planning.
<p>Geotechnical Engineer: Master degree in Geotechnical or equivalent and at least 5 years of relevant post-Master experience in structural design and drawing.</p>	<ul style="list-style-type: none"> • Preparing reports, designs and drawings of various physical infrastructures to be constructed in project area • Making calculations about loads and stresses • Providing technical advice • Support team to geo-investigation of the area, to find out geologically sensitive area, technology choice for such area, finding geo-fault lines in the area, soil investigation of prioritized sub-project sites, etc.

<p>Economist/Financial analyst: Masters degree in Economics, Business Administration and Equivalent and at least 5 years of relevant post-Master experience in economics and financial projections or financial modeling in urban infrastructure projects</p>	<ul style="list-style-type: none"> • Support team for feasibility study of the economic development of the area. • Support team to set smart city Vision based on economic base and inter-linkages. • Assess revenue income and expenditure, and least cost solution to infrastructures.
<p>Sociologist: Master Degree in Sociology or Development Studies and at least 5 years relevant post-Master experience in social safeguard activities or socio-economic analysis in infrastructure projects</p>	<ul style="list-style-type: none"> • Support team for the preparation of socio- economic inventory of the area. • Support team during field survey, conducting workshops, awareness program, Focus Group Discussions (FGD) etc. • Assess critical socio-culture aspect of the area and provide input for preparation of master plan of satellite city • Assess social organizations, institutional status of the area and recommend for their coordination and capacity building • Support team for the assessment of social safeguard concern of strategic projects.
<p>Disaster Risk Management Expert: Master degree in Disaster risk management at least 5 years of relevant post-Master experience in related field</p>	<ul style="list-style-type: none"> • Develop Pre- Disaster Plan • Develop During or immediate after disaster • Develop Post- Disaster Plan • Develop Disaster/calamity occurred previously in that area should be overlapped in the updated geological and disaster event maps (overlays of historic events)
<p>Hydrologist: Master degree in Hydrology/ Water Resources and at least 5 years of relevant post-Master experience in related field</p>	<ul style="list-style-type: none"> • Assisting in the planning of water resource development by forecasting and monitoring water usage and rainfall; • Estimating water yields, taking into account the utilization of water in a specific natural drainage area ('catchment'); • Assessing the relationship between rainfall, run off, and soil and rock features for the catchment; • Design the use of rain water for example rain harvesting or recharging rain water through other techniques
<p>Archaeologist: Master degree in History, Culture and Archaeology and at least 5 years of relevant post-Master experience in the area of ancient and medieval Nepalese History,</p>	<ul style="list-style-type: none"> • Conduct research or excavations to recover, study and preserve artifacts as ancient ruins (historic building) tools and ceramics • Study of archaeological properties and their mapping.

Religion, Epigraphy, Art, Architecture, Archaeology, Social and Economic History, Ethno-history and Himalayan Studies	
Civil Engineer : Bachelor degree in civil engineering and at least 5 years of relevant of relevant post-Bachelor experience in any planning or infrastructure development activities.	<ul style="list-style-type: none"> • Support team leader for preparation of survey tools, base map of the area • Support team during field survey • Prepare infrastructure data base, and calculate present demand and projection of infrastructure & other related works. • Support team for the preparation of DPR of the priority projects. • Support team leader for preparation of tender document
Architect: Bachelor degree in architectural engineering and at least 5 years of relevant post-Bachelor experience in any planning or infrastructure development activities.	<ul style="list-style-type: none"> • Support team leader for the preparation of base maps. • Support team to develop data base, land suitability analysis and preparation of land use maps etc. • Preparation of architectural drawings.
Senior Legal Expert: Master degree in LLM at least 5 years of relevant post-Master experience in related field	<ul style="list-style-type: none"> • Study and provide team with the Legal advice for the execution of the project • Study and provide suggestion on existing legal framework and its impact on project
Senior Surveyor: Master degree in surveying or 16 month Senior Survey Training course and at least 5 years relevant post-master or training experience in surveying work for any planning or infrastructure development activities.	<ul style="list-style-type: none"> • Support Team for surveying works for existing and proposed infrastructure. • Prepare longitudinal and cross section profile • Support team in planning different infrastructures

Workshop/seminar remuneration and Satellite Images/Files, GIS Files and other Related Data Procurement to be included in Provisional Sum

7. Responsibility of Client

The client will provide necessary report, maps, drawing, bye laws, and regulations readily available with it. The client will also help the consultants to make contacts with the concerned organizations for facilitating survey and data collection. The consultants will however, be solely responsible for proper and timely completion of assignment.

8. Review and Approval

Kathmandu valley Development Authority will oversee and guide the process of preparation of master plan. The consultants shall present their work to Kathmandu Valley Development Authority from time to time. While client will make all logistic arrangement for such presentation, the consultant shall independently arrange at their cost such presentations but their personnel including providing equipment necessary for such presentations and arrange transport and other incidental arrangement for their personnel. Consultants shall arrange field visit for verification of prepared base map on request of KVDA. Consultants shall provide necessary document, information, clarification, presentation where and when necessary as per request from KVDA.

9. Reports Submission and Time period

The completion period shall span for 15 months. Site office shall be established and the work in the site will be monitored by KVDA.

Inception report, field report, midterm report, draft report and final of the project. These reports shall contain master plan, along with list of land ownership details, minutes of meeting/local hearings, other thematic maps, technical, social and financial analysis and recommendation.

The report and presentation should be submitted as follows:

1. Hard Copy and soft copy of reports(including Autocad, GIS shape files etc)
2. Drawings in suitable scale(discussed during implementation stages of project) in suitable paper sizes (A0, A1, A2, A3, A4) (if other specific scales are not mentioned in TOR)
3. DVD or CD including complete digital reports and presentation slides (in .doc, .ppt, dwg, etc.) and data (auto cad, GIS) should be submitted.

In addition to above mentioned document Consultant should submit any Document in any form If required for KVDA.

Time period	Report	Report submitted by the consultant	Content

At the end of 1 st month	Inception Report	5 set hard copies & one set soft copy	<ul style="list-style-type: none"> • Detailed work schedule with the field / office work and clear methodology • Secondary data collection and review, also list of various survey along with their questionnaires. • Proposed table of Content of final report • Presentation of inception report in KVDA
At the end of 2.5 th month	Report on review of planning area's present condition and vision formulation	3 set hard copies & one set soft copy	<ul style="list-style-type: none"> • Report will cover Review of planning areas present situation as mentioned in task A • A report will mention deliberation upon establishment of goals and objectives of project. • Report will also incorporates public and stakeholders including line agencies as well as political representatives.
At End of 4th month	First Quarter Progress Report	3 set hard copies & one set soft copy	<ul style="list-style-type: none"> • Briefly describing the Project activities undertaken during the report period, problems and constraints, suggested remedial actions, and planned activities for next Quarter
At the end of 7 th month	Midterm report	5 set copies & one set soft copy	<ul style="list-style-type: none"> • Reports and maps on data analysis and background studies- Task B • Complete data base and existing scenario of Planning area. • Preparation of base map • Presentation of field report in KVDA

At End of 8th month	Second Quarter Progress Report	3 set hard copies & one set soft copy	<ul style="list-style-type: none"> Briefly describing the Project activities undertaken during the report period, problems and constraints, suggested remedial actions, and planned activities for next Quarter
At the end of 10 th month	Draft Master Plan and Scenario Maps	5 set hard copies & one set soft copy	<ul style="list-style-type: none"> Draft master plan with scenario maps. Presentation of draft final report in KVDA and in each municipality Consultants shall submit revised plan or gives alternative to plan proposal if it is objected at any forum.
At End of 11th month	Third Quarter Progress Report	3 set hard copies & one set soft copy	<ul style="list-style-type: none"> Briefly describing the Project activities undertaken during the report period, problems and constraints, suggested remedial actions, and planned activities for Final Quarter
At the end of 13 th month	Sector wise Action plan report. Sector action plan will be submitted separately of the master plan	5 set hard copies & one set soft copy	<ul style="list-style-type: none"> Presentation of Draft sector action plan to client and municipality. Consulting firm will provide cost estimates (with sufficient details) with preliminary design for each planning proposal.
At the end of 15 th month	Final Master plan and Sector Wise Action Plan	7 set hard copies and five set soft copies.	<ul style="list-style-type: none"> Final Mater plan along with Maps, action plan, cost estimates in its original editable format AutoCAD/Arc GIS including metadata to the client. Final presentation of master plan and action plan to client and municipality

Note:

There shall be presentation in as per instruction by the Employee during contract implementation.

Further, in order to monitor and facilitate the work of the study team and facilitate the transfer of information and experience of the project from the study team to the KVDA, the KVDA may assign personnel to facilitate the work throughout the study period.


10 Mode of Payment

Payment from KVDA, Kathmandu, to the Consultant for the assigned work shall be made as per mode of billing and payment.

For each stage of work, mode of billing and payment will be as described below, unless otherwise agreed:

- a) The first installment of the payment, 25% of the contract amount shall be made only after submission, presentation and acceptance of Inception Report.
- b) The second installment of the payment, 10% of the contract amount shall be made only after submission, presentation and acceptance of review of planning area's present condition and vision formulation Report.
- c) The Third installment of the payment, 20% of the contract amount shall be made only after submission, presentation and acceptance of Mid Term Report..
- d) The Fourth installment of the payment, 20% of the contract amount shall be made only after submission, presentation and acceptance of Draft Master Plan and Scenario Maps.
- e) The Fifth installment of the payment, 10% of the contract amount shall be made only after submission, presentation and acceptance of Sector wise Action plan report.
- f) The Final installment of the payment, 15% of the contract amount shall be made only after submission, presentation and acceptance of Final Report incorporating all the valid suggestions, spelled out during draft report presentation at the Development Commissioner's Office, KVDA.
- g) All payments by KVDA shall be made in the account of the consultant and payments will be made in Nepali Rupees.

Note: *In any case, due to unforeseen clauses if any part of the work cannot be completed, then the allocated budget for that part must be returned to KVDA in terms of advance.*


नारायण प्रसाद मण्डारी
नायव विकास आयुक्त

२०१६४
जानुका ढकाल
विकास आयुक्त



PART II

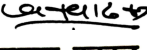
Section 8. Conditions of Contract and Contract Forms

Foreword

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

Con:


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STANDARD FORM OF CONTRACT

Consultant's Services

LUMP-SUM FORM OF CONTRACT

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Blacklisting

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Preface

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

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

between

Kathmandu Valley Development Authority, Anamnagar, Kathmandu

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;

- (c) Appendices: : **[Note: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

- Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Breakdown of Contract Price
Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify “Not Applicable” for GoN funded projects]
Appendix E: Medical Certificate
Appendix F: Minutes of Negotiation Meetings

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

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of member]

I.F.

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जानुका ढकाल
विकास आयुक्त



[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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



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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. **Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. **Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. **Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. **Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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



the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC** or such other time period as the Parties may agree in writing.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

d. Extension of Time (EoT)

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

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

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

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

- (a) the consultant had made the best possible efforts to complete the work in due time ,



- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

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

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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



by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

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

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

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

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the

Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC

d. Strict Duty to

21.1.5 The Consultant has an obligation and shall ensure



Disclose Conflicting Activities

that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.

22. Conduct of Consultants

22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.

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

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

23. Confidentiality

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

24. Liability of the Consultant

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

25. Insurance to be Taken out by the

25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on

Consultant

terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

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

26. Accounting, Inspection and Auditing

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

26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC26.2 constitute a prohibited practice subject to contract termination.

27. Reporting Obligations

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

28. Proprietary Rights of the Client in Reports and Records

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

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its



discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

29. Equipment, Vehicles and Materials

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

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

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

31. Replacement of Key Experts

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

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

32. Removal of Experts or Sub-consultants

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

32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may

request the Consultant to provide a replacement.

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

32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

33. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

34. Access to Project

34.1 The Client warrants that the Consultant shall have, free of



- Site** charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 35. Change in the Applicable Law Related to Taxes and Duties** 35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1.
- 36. Services, Facilities and Property of the Client** 36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 37. Counterpart Personnel** 37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2
- 37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 38. Payment Obligation** 38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

39. Contract Price

39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

40. Taxes and Duties

40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

41. Currency of Payment

41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.

42. Mode of Billing and Payment

42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

42.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

42.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally



accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Retention

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

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

44. Interest on Delayed Payments

44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

45. Liquidated Damages

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

G. FAIRNESS AND GOOD FAITH

46. Good Faith

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

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement

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

47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.

48. Dispute Resolution

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

I. BLACKLISTING

49. Blacklisting

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

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

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



III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Kathmandu Valley Development Authority Anamnagar, Kathmandu Attention : Deputy Development Commissioner Facsimile : 01-4770661 E-mail planning.kvda@gmail.com</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p>The Lead Member on behalf of the JV is.....</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one month.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 15 days</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 15 months</p>

21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	No additional provisions.
25.1	The insurance coverage against the risks shall be as follows: [Note: Delete what is not applicable except (a)]. (a) Professional liability insurance, with a minimum coverage of 110% of contract amount.
28.1	<i>[Note: If applicable, insert any exceptions to proprietary rights provision _____]</i>
28.2	The Consultant shall not use these all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared for purposes unrelated to this Contract without the prior written approval of the Client. The Consultant shall hand over the data and information bought for the contract purpose to the client.
33.1 (a) through (f)	[Note: List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]
33.1(g)	[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(g).]
39.1	The Contract price is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT). VAT chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.
42.2	The payment schedule: As specified in Terms of Reference
42.2.1	<i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i> The following provisions shall apply to the advance payment and the advance bank payment guarantee:



	<p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against <i>[list the payments against which the advance is offset]</i>.</p> <p>(2) The advance payment bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>[Note: Advance payment provision can be included only for donor funded projects according to their guidelines. There is no provision of advance payment to consultant in the public procurement act/regulation. In case of GoN funded project, insert "Not Applicable" in place of the above text.]</p>
42.2.4	<p>The accounts are:</p> <p>for local currency: <i>NPR</i></p>
43.1	The proportion of payments retained is: 5 %
44.1	The interest rate is: NA
45.1	The liquidated damage is: 0.05%per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
48.	<p>(a) Contracts with foreign consultants:</p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining</p>

	<p>nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause,</p>



	<p>“home country” means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client’s country nor the Consultant’s country</i>]; (b) the [<i>type of language</i>] language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. <p>(b) Contracts with domestic consultants:</p> <p>Arbitration shall be conducted in accordance with Nepal Arbitration Act</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1]

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [name and address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

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

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

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

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

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

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

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

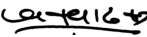
[signature(s)]

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

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

I


नारायण प्रसाद भण्डारी
नायव विकास आयुक्त



जानुका ढकाल
विकास आयुक्त



APPENDIX E – MEDICAL CERTIFICATE

APPENDIX F –MINUTES OF NEGOTIATION MEETINGS