

SELECTION OF CONSULTANTS REQUEST FOR PROPOSALS

RFP No.: NP-DNPWC-002/2077-078-QCBS

Selection of Consulting Services for: Test and Analysis of Water Sample of Chitwan National Park and its Upper Catchment Area

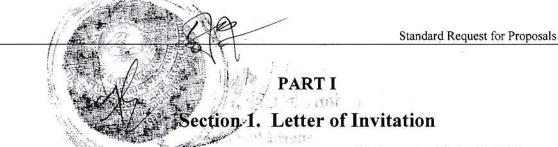
Client: Department of National Parks and Wildlife Conservation, Babarmahal, Kathmandu

Country: Nepal

Project: National Paks and Wildlife Reserve Project

Issued on: 1March, 2021

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RFP No. NP-DNPWC-003/2076.77 -QCBS

Kathmandu, 1stMarch 2021

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Mountain Thoughts Consultancy, Ltd. Mahalakshmi-17, Lalitpur Nature Research House Concern Pvt. Ltd. Bhaktapur Centre for Ecological Studies, Saibu,Lalitpur Harit Nepal Bikas Pvt. Ltd. Lainchaur, Kathmandu Natural Resources Conservation Services, New Baneshwor, Kathmandu Popular Environmental Services Pvt. Ltd. Shantinagar, Kathmandu

Dear Mr./Ms.:

- Government of Nepal (GoN) has allocated fund toward the cost of Water Sample Collection, Test and Analysis of Water Sample of Chitwan National Park and its Upper Catchment Areaand intends to apply a portion of this fund to eligible payments under this contract for which this Request for Proposals is issued. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): "Test and Analysis of Water Sample of Chitwan National Park and its Upper Catchment Area". More details on the Services are provided in the Terms of Reference (Section 7).
- 2. This Request for Proposals (RFP) has been addressed to the following listed Consultants: Mountain Thoughts Consultancy, Ltd. Mahalakshmi-17, Lalitpur; Nature Research House Concern Pvt. Ltd. Bhaktapur; Centre for Ecological Studies, Saibu, Lalitpur; Harit Nepal Bikas Pvt. Ltd. Lainchaur, Kathmandu; Natural Resources Conservation Services, New Baneshowr, Kathmandu; Popular Environmental Services Pvt. Ltd. Shantinagar, Kathmandu. It is not permissible to transfer this invitation to any other firm.
- 3. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.
- 4. 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 - GoNPolicy - Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

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Section 8 - Standard Forms of Contract

5. Please inform us by

(a) that you received the letter of invitation; and

(b) whether you will submit a proposal alone or in association with other firm

6. 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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Deepak Kumar Kharal

Director General

Department of National Parks and Wildlife Conservation

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Section 2. Instructions to Consultants

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

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"Affiliate(s)" means an individual or an entity that directly or (a) indirectly controls, is controlled by, or is under common control with the Consultant.

- "Applicable Guidelines" means the policies of the Development (b) 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) "Client" means the signs the Contract for the Services with the selected Consultant.
- "Consultant" means a legally-established professional consulting (d) firm or an entity that may provide or provides the Services to the Client under the Contract.
- "Contract" means a legally binding written agreement signed (e) 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).
- "Data Sheet" means an integral part of the Instructions to Consultants (f) (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- "Day" means a calendar day. (g)
- "Experts" means, collectively, Key Experts, Non-Key Experts, or any (h) other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- "Government" means the government of the Nepal. (i)
- "Joint Venture (JV)" means an association with or without a legal (i) 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.
- "Key Expert(s)" means an individual professional whose skills, (k) qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- "ITC" (this Section 2 of the RFP) means the Instructions to (1)Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- "LOI" (Section 1 of the RFP) means the Letter of Invitation being (m) sent by the Client to the shortlisted Consultants.
- "Non-Key Expert(s)" means an individual professional provided by (n)

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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.

- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.
- (q) "SRFP" means the Standard Request for Proposals issued by client, which must be used by the Public Entity as the basis for the preparation of the RFP.
- (r) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (s) "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.
- (t) "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.
- 2. Introduction 2.1The 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.
 - 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.
 - 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.
 - 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**.
 - 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.
 - 3.2 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.

3.2.1 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:

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3. Conflict of Interest

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Section 2. Instructions to Consultants

a. Conflicting activities ग जाता

- b. Conflicting assignments
- c. Conflicting relationships
- Conflict between consulting activities and procurement of goods, works or nonconsulting services: 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.
- (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.
 - (iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Subconsultants) 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
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 Practices
 5.1 The GoN 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 Completent shell are in the top of the policy of the p
 - 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN 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.
 - 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
 - 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 financed projects.
 - 6.2 Furthermore, it is the Consultant's responsibility to ensure that it's 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.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6. Eligibility

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

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De	Section 2. Instructions to Consultants
- El-	firm/institution/company owned partially or fully by such Natural person or Owner of 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 .
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:(a) as a matter of law or official regulations, Nepal prohibits commercia 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for public employees	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 policy, and their employment would not create a conflict of interest.
	B. Preparation of Proposals
7. General Consideratio ns	7.1 In preparing the Proposal, the Consultant is expected to examine the RFF in detail. Material deficiencies in providing the information requested ir the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible on 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.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be accordance with Data Sheet .
10. Documents Comprising	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
the Proposal	10.2The 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 Financia Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture's 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 wher circumstances justify and if stated in the Data Sheet.
12. Proposal Validity	 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal
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without any change, including the availability of the Key Experts, the proposed states and the total price.

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a. Extension of Validity Period

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- 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.
- 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.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution 12.7 If any of the Key Experts become unavailable for the extended validity of Key Experts period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
 - 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
 - 12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.
- 13. Clarification 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' Amendment submission deadline. Any request for clarification must be sent in of RFP 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:
 - 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.

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- 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.
- 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.

14. Preparation of Proposals - Specific Consideratio 14.1.1

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- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 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) nonshortlisted 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.
 - 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.
 - 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.
 - 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.
- 15. Technical Proposal Format and Content
- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
 - 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.

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

16. Financial Proposal

Experts, (b) other expenses, (c) provisional sums when applicable

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Section 2. Instructions to Consultants पान भा बातावरण ने तथा चन्द्रजों गमा वन्यण बेबरमल, काठमाड indicated in the Data Sheet. 2030

a. Price Adjustment

b. Taxes

c. Currency of Proposal

meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet. 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

16.2 For assignments with a duration exceeding 12 months, a price

16.3 The Consultant and its Sub-consultants and Experts are responsible for

adjustment provision for foreign and/or local inflation for remuneration

d. Currency of 16.5 Payment under the Contract shall be made in the currency or currencies Payment in which the payment is requested in the Proposal.

rates applies if so stated in the Data Sheet.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals
 - The Consultant shall submit a signed and complete Proposal 17.1comprising 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.
 - 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.
 - A Proposal submitted by a Joint Venture shall be signed by all 17.3 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.

17.4 Any modifications, revisions, interlineations, overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

- The signed Proposal shall be marked "ORIGINAL", and its copies 17.5 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
- The original and all the copies of the Technical Proposal shall be 17.6 placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL "for" Test and Analysis of Water Sample of Chitwan National Park and its Upper Catchment Area", reference number, name and address of the Consultant, and with a warning "Do Not OPEN UNTIL 15 MARCH 2021."

17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope

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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."

- The sealed envelopes containing the Technical and Financial 17.8 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 15 MARCH 2021]".
- If the envelopes and packages with the Proposal are not sealed and 17.9 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.
- The Proposal or its modifications must be sent to the address 17.10 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.
- 18. Confidentiali 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.
 - Any attempt by shortlisted Consultants or anyone on behalf of the 18.2 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.
 - Notwithstanding the above provisions, from the time of the 18.3 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.
 - The Client's evaluation committee shall conduct the opening of the 19.1 Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time Proposals 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.
 - 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

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19. Opening of Technical

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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.

- 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.
- 21. Evaluation of Technical Proposals
- 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**.
- 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.
- 21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
- 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.
- 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.
- 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
- 23. Public Opening of Financial Proposals (for QCBS,

23.1 After the technical evaluation is completed 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

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^{22.} Financial Proposals for QBS

FBS, and LCS methods)

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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.

- The Financial Proposals shall be opened by the Client's evaluation 23.2 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.
 - These Financial Proposals shall be then opened, and the following information will be recorded:
 - (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,
 - (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,
 - (g) Other necessary matters considered appropriate by the Public Entity
- 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.
- 24. Correction Activities and items described in the Technical Proposal but not 24.1priced in the Financial Proposal, shall be assumed to be included in the of Errors prices of other activities or items, and no corrections are made to the Financial Proposal.
 - 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

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a. Time-Based Contracts

Section 2. Instructions to Consultants

Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

25. Taxes

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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.

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.

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.

26. Conversion to Single Currency Currency 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

27. Combined Quality and Cost Evaluation

> a. Qualityand 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
> Budget
> (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 highestranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-
Cost27.4In 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

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.

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The Client shall prepare minutes of negotiations that are signed by 28.2 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 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.

Notwithstanding the above, the substitution of Key Experts at the 28.4 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 28.5 The negotiations include discussions of the Terms of Reference negotiations (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

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.

If the selection method included cost as a factor in the evaluation, 28.7 the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

The format for (i) providing information on remuneration rates in 28.8 the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations - Breakdown of Remuneration Rates.

The negotiations are concluded with a review of the finalized draft 29.1 Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

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.

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29. Conclusion of Negotiations

negotiations

Key Experts

- 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.
- If the review application is not received by the Client pursuant to 30.2 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 davs.
- If the Consultant fails to sign an agreement pursuant to Clause 30.2 30.3 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- The Consultant is expected to commence the assignment on the date 30.4 and at the location specified in the Data Sheet.
- 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.
- 31. Request for 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 Information minimum qualifying technical score, may request the Client to provide Complaints 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.
 - Any consultant, who has submitted a proposal and is not satisfied 31.2 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.

If a review application is received by the Client pursuant to Clause 31.3 31.2 of this ITC then the Client will clarify and respond within 5 days of

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30. Award of

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Contract



32. Conduct of Consultants

receiving such application.

- 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.
- 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.
- 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.
- 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:
- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. interference in
- e. 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
- 33.1 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:
 - 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,

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^{33.} Blacklisting

Section 2. Instructions to Consultants

f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

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. The list of debarred firms is available at the electronic address specified in the **Data Sheet**.

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E. Data Sheet

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	A. General						
ITC Clause Reference							
2.1	Name of the Client: Department of National Parks and Wildlife Conserv Babarmahal, Kathmandu Method of selection: Quality and Cost Based Method						
2.2	Financial Proposal to be submitted together with Technical Proposal: The name of the assignment : Test and Analysis of Water Sample of Ch National Park and its Upper Catchment Area						
2.3	A pre-proposal conference will be held: No						
2.4	The Client will provide the following inputs, project data, reports, etc. facilitate the preparation of the Proposals: Clarifications regarding the ToR, if any Please refer to Section 7, TOR						
4.1	NA						
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 followebsite <u>https://ppmo.gov.np/</u>						
B. Preparation of Proposals							
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English and Nepali language. All correspondence exchange shall be in English and Nepali language.						
10.1	The Proposal shall comprise the following: 1 st 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 2 nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4						

A A	Section 2. Instructions to Consultants
भूतिभूति सर्वे प्र मेवा वस्यत्रेण 11र्सिसल, काठभा २०३७	Participation of Sub-consultants, Key Experts and Non-Key Experts i more than one Proposal is permissible: No
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline. (i.e., until: 1 <i>June 2021</i>)
12.9	Sub-contracting is not allowed for the proposed assignment.
13.1	Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is: Address : Babarmahal Kathmandu 0977-1-4227926, 4220850 Email : info@dnpwc.gov.np Contact: Haribhadra, Acharya Ecologist Mobile : 9840058292
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes
	(b) other shortlisted Consultants: No
14.1.2	Estimated input of Key Experts' time-input: 0.5 person-months.
14.1.3	Minimum time-input of international Key Experts' is: not applicable Minimum time-input of national Key Experts' is: Not applicable
4.1.4 and 27.2	The total available budget for this Fixed-Budget assignment is: NA
6.1	 a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; cost of travel by the most appropriate means of transport and the most direct practicable route; cost of office accommodation, including overheads and back-stop support; cost of purchase or rent or freight of any equipment required to be provided by the Consultants; cost of reports production (including printing) and delivering to the Client;
5.2	A price adjustment provision applies to remuneration rates: No
5.3	"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."
.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in Nepalese Rupees only.
	C. Submission, Opening and Evaluation
\sim	Donfe 18 Page

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मिलामा बाताव कुटल तथा बन्दार बबरपल, कार्य २०३७	17.1	The Consultants "shall not" have the option of submitting their Proposals electronically.
	17.5	The Consultant must submit: (a) Technical Proposal: one (1) original and one (1) copy; (b) Financial Proposal: one (1) original.
~	17.8	The Proposals must be received at the address below no later than: Date:15March 2021 Time: 12 Noon The Proposal submission address is: Address : Department of National Parks and Wildlife Conservation Babarmahal Kathmandu 0977-1-4227926, 4220850 Email : info@dnpwc.gov.np Contact: Haribhadra, Acharya Ecologist Mobile : 9840058292
	19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Department of National Parks and Wildlife Conservation Babarmahal Kathmandu Date: 15March 2021 Time: 2 pm
	19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : NA
	21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: <u>Points</u> (i) Specific experience of the consultants (as a firm) related to the assignment [10] (ii) Adequacy of the proposed work plan and methodology in responding
		[40] { <u>Notes to Consultant</u> : 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}
*		 (iii) Qualifications and Experience of the key staff for the Assignment 50 <u>{Notes to Consultant</u>: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant} a) Position K-1: Wildlife Expert/Team Leader 20 Points b) Position K-2: Microbiologist15 Points c) Position K-3: Environmental Expert/Chemist 15 Points The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant

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THE	Section 2. Instructions to Consultant
के त्रातावरणा के तथा वरणा के तथा वरणा के कि	 percentage weights: (i) General Qualifications (ii) Experience (iii) Experience in similar terrain Total Points: 100 The minimum technical score (St) required to pass is 60 Points
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	The single currency for the conversion of all prices expressed in various currencies into a single one is : Nepalese Rupees The official source of the selling (exchange) rate is: <u>NA</u> The date of the exchange rate is: <u>NA</u>
27.1 [a. QCBS only]	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
	The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.
	The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20%
	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: $S = St \times T\% + Sf \times P\%$.
	D. Negotiations and Award
0.4	Expected date for the commencement of the Services: After 7 days after agreement

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Section 3. Technical Proposal - Standard Forms

Section 3. Technical Proposal – Standard Forms

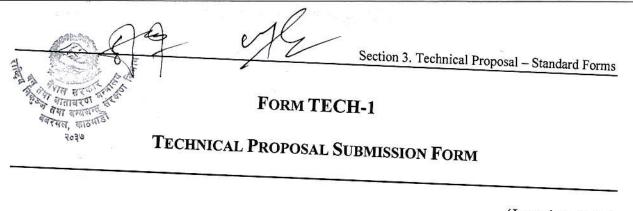
{<u>Notes to Consultant</u> shown in brackets { }throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FORM FTP or STP (V)								
FTP	STP							
٧	V	TECH-1	Technical Proposal Submission Form.	1. d. T.				
appli		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.					
"√' applio	" If cable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members					
٧		TECH-2	Consultant's Organization and Experience.					
٧		TECH-2A	A. Consultant's Organization					
۷		TECH-2B	B. Consultant's Experience					
√ TECH-3		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	ā				
V		TECH-3A	A. On the Terms of Reference					
V		TECH-3B	B. On the Counterpart Staff and Facilities					
٧	٧	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment					
٧	V	TECH-5	Work Schedule and Planning for Deliverables					
٧	✓ ✓ ✓ ✓ TECH-6 Team Composition, Key Experts Inputs		Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)					

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

Ant: U



{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 FinancialProposal sealed ina separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal is invited sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal 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 address 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 sanctioned by the Bank.
- (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.

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Section 3. Technical Proposal - Standard Forms



- We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) [Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: 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.]
- (g) 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.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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 30.2 of the Data Sheet.

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

We remain,

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(d)

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):

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{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}

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FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recentexperience 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 wenture as a second seco

• 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 ajoint venture - of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last7 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.

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Duration

Section 3. Technical Proposal - Standard Forms

Assignment name/& brief Name of Client description of main Approx. Role on the & Country of Contract value deliverables/outputs Assignment Assignment (in USS

			equivalent)/ Amount paid to your firm	
{e.g., Jan.2020– Apr.2021}	{e.g., "Improvement quality of": designed master plan for rationalization of; }	{e.g., Ministry of , country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan- May 2020}	{e.g., "Support to sub- national government" : drafted secondary level regulations on}	{e.g., municipality of, country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

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FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

{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}

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Section 3. Technical Proposal - Standard Forms

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY) Responding to the Terms of Reference

Form TECH-4: a description of the approach, 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 (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}
- a) <u>Technical Approach and Methodology.</u>{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. <u>Please do not repeat/copy the TORs in here.</u>}
- b) <u>Work Plan.</u> {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) <u>Organization and Staffing.</u>{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

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Section 3. Technical Proposal - Standard Forms



FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, 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) <u>Technical Approach, Methodology, and Organization of the Consultant's team</u>. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) <u>Work Plan and Staffing</u>. {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) <u>Comments (on the TOR and on counterpart staff and facilities)</u>

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also includecomments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Ani-f:



FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

	3		D-2		Γ							1.0	,	7
			-	-	-	6	U	A	- w		-	1	- 1	N°.
			{e.g., Deliverable #2:}			delivery of final report to Client}	5)	4) incorporating comments	3) inception report	2) drafting	1) data collection	te.g., Deliverable #1: Report A		Deliverables ¹ (D)
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													2	
												1	ω	
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													-	
												0	,	
								T			T	1	1	Months
											T	¢	,	S
												9		
												2		
												TOTAL		

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assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

N Duration of activities shall be indicated in a form of a bar chart. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased

ω Include a legend, if necessary, to help read the chart.





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No	це	Expert	Expert's input (in		/month) per	r each Deliv	erable (list	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										
K-1 {e.g., Mr. Abbbb}	{dddd	[Team	[Home]	[2 month]	[1.0]	[1.0]				
		Leader]	[Field]	[0.5 m]	[2.5]	[0]				
K-2										
K-3										
								Subtotal		
NON-KEY EXPERTS	S									
N-1			[Home]							
			[Field]							
N-2										
								Subtotal	_	
								Total		

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Section 4 - Techr

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

{e.g., K-1, TEAM LEADER}
{Insert full name}
{day/month/year}
(duy) month/year}

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, 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 infor for references	Country	Summary of activities performed relevant to
[e.g., May 2005- present]	[e.g., Ministry of, advisor/consultant to		the Assignment
	For references: Tel/e- mail; Mr. deputy minister]		

Membership in Professional Associations and Publications:

भगत है भग वाताबर्या भग तथा बन्धर्यन्ते बेबरमल, काठ्याड

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Language Skills (indicate only languages in which you can work): _____

Sof MG		Section 4 – Technica
Adequacy for the Assignment:	A COLORINA	
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)		
م.		

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

		{day/month/year}	
Name of Expert	Signature	Date	
		{day/month/year}	
Nome of outbouined			

Name of authorized Signature Representative of the Consultant (the same who signs the Proposal)

Date

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Section 5 - Finan ीले सर atendi शातावरण क तेथा वस्य Anter an Section 4. Financial Proposal - Standard Forms

{Notes to Consultants hown 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

Summary of Costs FIN-2

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FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations -Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

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Section 5 - Finan

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

मिया वाताबर उजे तथा बन्धर्य

बरमल, काठ

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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}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {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 and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Jame and Address	Amount and	Purpose of Commission
of Agents	Currency	or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third partyrelating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.	14
We remain,	
Yours sincerely,	
Authorized Signature {In full and initials}:	
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}

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Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

				<u>Local Estimate for Indirect Local Tax:</u>	
				Total Ectiment of the trax}	
				(iii) fincart time - f - 1	
				(ii) {e.g., income tax on non-resident experts}	
				tax}	
	is awarded	lations if the Contract	a manzer at the negoti	(i) {insert type of tay a growth and the set	
			finalized at the	Indirect Local Tax Estimates – to be discussed and finalized at the	
				{snould match the amount in Form FIN-1}	
				Iotal Cost of the Financial Proposal:	
				(2)Reimbursables	
				(1) Remuneration	
				illinning:	
				Including.	
Data Sheet}	{ nacn			Cost of the Financial Proposal	
{Insert Local Currency, if	{Insert Foreign Currency # 3, if	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 1}		
5.4 of the Data Sheet;	cordance with Clause 10	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}	{Consultant must state the proposed Cos delete columns which are not used}	ltem	
	Cost	C			
				२०३७	
		MARY OF COSTS	FORM FIN-2SUMMARY OF COSTS	भाषावरणः कः विभावनरणः कः	I
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Section 5 - Financial Proposal - Standard Forms

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Section 4 - Financial Proposal & Standard Forms

FORM FIN-3 BREAKDOWN OF REMUNERATION

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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

Name Position (as in TCH-6) Person-month Renuneration Renombrant Time Input in Reson/Month Reson/Month Renombrant Currency Reson/Month Renombrant Currency Reson/Month Renombrant Currency Reson/Renombrant Currency Reson/Renombra	Name Position (as in TECH-6) Person-month Remuneration Time input in Ferson/Month Rate Currency # (com ECH-6) Currency # 2 os in FIN-2 Key Experts									
Key Experts	key Experts	No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN- 2}	12-	{Local Currency- as in FIN-2}
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Non-Key Experts	Non-Key Experts	<u>-2</u>			[rieid]					
Non-Key Experts	Non-key Experts									
Non-Key Experts	Non-Key Experts Item									
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* Fue Section 4 - Financial Proposal - Standard Forms 38 | Page 10 advard along a all parties



Appendix A.Financial Negotiations Breakdown of Remuneration Rates

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1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:

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- (i) <u>Salary</u> is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) <u>Bonuses</u>are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) <u>Social Charges</u> are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) <u>Cost of Leave</u>. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary = $\frac{\text{total days leave x 100}}{[365 - w - ph - v - s]}$ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

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Section 4 - Financial Proposal - Standard Forms

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for subcontracted Experts.
- (vi) <u>Profit</u> is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) <u>Away from Home Office Allowance or Premium or Subsistence</u> <u>Allowances.</u>Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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()	Section 4 – Financial Proposal – Standard Forms
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1	Sample Form
	and the second
Consultant	
Consultant:	Country:
Assignment:	Date:
С	nsultant's Representations Regarding Costs and Charges

We hereby confirm that:

the basic fees indicated in the attached table are taken from the firm's payroll records (a) a. 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;

the away- from-home office allowances indicated below are those that the Consultant (c) has agreed to pay for this assignment to the Experts listed;

the factors listed in the attached table for social charges and overhead are based on the (d) firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

said factors for overhead and social charges do not include any bonuses or other means (e) of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title:

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N Expressed as percentage of 4 Expressed as percentage of 1

{* If more than one currency is used, use additional table(s), one for each currency}1. Expressed as percentage of 1 Name **Client's Country** Home Office Position Month/Day/Year Remuneration Rate per Working Basic Charges¹ Social Overhead Subtotal Profit² Away from Home Office Allowance Rate per Working Month/Day/Hour Proposed Fixed Month/Day/Hour¹ Rate per Working Proposed Fixed 8

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Consultant's Representations Regarding Costs and Charges (Model Form I)

Section 4 - Financial Peoposal - Standard Forms

(Expressed in {insert name of currency*})

Personnel

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FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

ß	B. Reimbursable Expenses					1		
°z	rype of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	<pre>{e.g., Per diem allowances**}</pre>	{Day}						
	{e.g., International flights}	{Ticket}						
	 {e.g., In/out airport transportation} 	{Trip}						
	<pre>{e.g., Communication costs between Insert place and Insert place}</pre>							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	{Training of the Client's personnel – if required in TOR}							
				Total Costs				

Legend:

"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

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Section 4 - Financial Proposal - Standard Forms

Section 5. Eligible Countries Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Ge *



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

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

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

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ection 8: Contract for Consultant's Services

Section 7. Terms of Reference

चितवन राष्ट्रिय निकुञ्ज तथा त्यसको माथिल्लो जलाधार क्षेत्रको पानीको गुणस्तर मापनकार्यऋम सञ्चालनको लागि तयार गरिएको कार्यक्षेत्रगत विवरण (ToR)

१. पृष्ठभूमि

चितवन राष्ट्रिय निकुञ्जमा गैंडाको आकष्मिक मृत्यू दर सम्बन्धमा पानीको स्रोतको रुपमा रहेका नदी तथा खोलाहरुमा हुने प्रदुषणले गैंडा लगायतका बन्यजन्तुको स्वास्थ्यमा नकारात्मक प्रभाव पर्न सक्ने हुँदा चितवन राष्ट्रिय निकुञ्ज भएर बग्ने नारायणी, राप्ती र रीउ नदीहरुमा अभिनास सुमी फार्मास्युटिकल्स प्रा.लि. गैडाकोट, अभिनास ह्याचरी प्रा.लि. गैंडाकोट, गोर्खा ब्रुअरी प्रा.लि. गैंडाकोट, टाईम्स फार्मास्युटिकल्स नवलपुर, चौधरी उद्योग ग्राम, नवलपुर, फोहर पानी प्रशोधन केन्द्र हेटौडामा रहेका उद्योगहरुबाट हुने प्रदुषणको वातावरण विभाग मार्फत आकस्मिक रुपमा वातावरण विभागको महानिर्देशक, बन तथा वातावरण मन्त्रालयका ईन्जिनियर, चितवन राष्ट्रिय निकुञ्ज कार्यालयका सहायक संरक्षण अधिकृत, वातावरण विभागका केमिस्ट, र वातावरण निरीक्षक सम्मिलित टोलीले मिति २०७४/१९/१३ देखि २०७४/१९/१९ सम्म चितवन राष्ट्रिय निकुञ्ज भित्र रहेका पानीका स्रोत तथा नदीहरुको स्थलगत अध्ययन अवलोकन गरी चेकजाँच गर्नका लागि पानीका नमूना संङ्कलन गरेको थियो।

अध्ययनको कममा चितवन राष्ट्रिय निकुञ्ज वरपर रहेका पानीका स्रोतहरु र औद्योगिक प्रतिष्ठानहरुवाट नमूना सङ्कलन बोतलहरुमा प्रमाणित विधि अनुसार हुने गरी पानीको नमूनाहरु संङ्कलन गरेको र सङ्कलित नमूनाहरुलाई आवश्यकता अनुसार Acid Preservationमा राखि वातावरण विभागको प्रयोगशालामा pH, Turbidity, Electrical Conductivity, Total Suspended Solid, Ironर Calcium लगायतका Parameterहरुको चेकजाँच गरेको थियो । सो अध्ययनको कममा चितवन राष्ट्रिय निकुञ्जको कमल ताल, ठोटरी ताल, लामो ताल, मुण्डा ताल, नन्द भाउजु ताल, बुढी राप्ती मचं घोल, सेरा ताल, तमोर ताल, भालुखोला घोल, रंगिला घोल, लमी ताल, कसरा घोल, बीस हजारी ताल, स्वारी घोल, बाटुलो पोखरी ताल) चितवन राष्ट्रिय निकुञ्ज भएर वग्ने (नारायणी नदी, राप्ती नदी, कर्रा खोला, रिउ खोला, केरुङ्गा, खोला, ढुडग्रे खोला), निकुज्ज वरपर तथा माथिल्लो जलाधार क्षेत्रमा रहेका (सुमी फार्मास्युटिकल्स प्रा.लि. गैडाकोट, अभिनास ह्याचरी प्रा.लि. गैंडाकोट, गोर्खा बुअरी प्रा.लि. गैंडाकोट, टाईम्स फार्मास्युटिकल्स नवलपुर, चौधरी उद्योग ग्राम, नवलपुर, फोहर पानी प्रशोधन केन्द्र हेटौडा लगायतका स्थानहरुवाट पानीको नमुना सङ्कलन गरिएको थियो ।

सो अध्ययनबाट चितवन राष्ट्रिय निकुञ्ज वरपर रहेका पानीका स्रोतहरुको गुणस्तरको अवस्था सन्तोषजनक नरहेको, निकुञ्ज क्षेत्र भित्रका ताल तलैया एवं घोलहरुमा Phosphateको मात्रा बढी पाईएको जसको कारण Eutrophicationको समस्या रहेको, नदी तथा खोलाहरुको पानीको गुणस्तर औद्योगिक क्षेत्र तथा शहरी क्षेत्रवाट निस्कने अप्रशोधित फोहर पानीको कारण विग्रदै गएको, औद्योगिक क्षेत्रवाट निस्कने अप्रशोधित फोहर पानी नेपाल सरकारको मापदण्ड बमोजिम नरहेको, पानी प्रशोधन प्रश्चात मात्र नदीमा

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प्रतावरण भूर्ट मिसोद्भिक र वन्यजन्तुको स्वास्थ्य सम्बन्धी आधारभूत तथ्याङ्क तयार गरेमा जल प्रदुषणको असर बारे अध्ययन सहज हुने निश्कर्ष सहितको प्रतिवेदन मन्त्रालय समक्ष पेश भएको थियो । सो अध्ययनले जैविक Parameterहरुको छुट्टै अध्ययन गर्नुपर्ने, नदी तथा खोलाहरुमा प्रदुषण बारे Real Time Monitoringगर्नुपर्ने, सवै याममा Test गर्नुपर्ने, औद्योगिक प्रतिष्ठानहरु र सहरी क्षेत्रबाट अप्रशोधित फोहर ढल नदिमा मिसाउने गरेको देखिएकोले नेपाल सरकारले मापदण्ड कायम गरी निष्कासन गर्ने व्यवस्था मिलाउनु पर्ने सिफारिस समेत गरेको थियो।

चितवन राष्ट्रिय निकुञ्जभित्र रहेका पानीका स्रोत तथा निकुञ्ज भई बग्ने नदीहरुको पानीको गुणस्तर मापन गर्ने उद्देश्यले चलु आ.व. २०७७/०७८ मा समेत राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण विभागको बार्षिक स्वीकृत कार्यक्रममा चितवन राष्ट्रिय निकुञ्ज तथा त्यसको माथिल्लो जलाधार क्षेत्रको पानीको गुणस्तर मापन कार्यक्रम स्वीकृत भई कार्यान्वयनका लागि अख्तियारी प्राप्त भएको छ । यस कार्यक्रममा यस अधिको अध्ययन प्रतिवेदनले सुझाव गरे अनुरुप पानीको भौतिक, रासायनिक तथा जैविक गुणहरुको समेत परिक्षण गर्न प्रस्ताव गरिएको छ ।

२. प्रस्तावक

प्रस्तुत अध्ययनको प्रस्तावक राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण विभाग हो । नेपालको विभिन्न भौगोलिक क्षेत्रमा रहेका पारिस्थितिकीय प्रणालीहरुको (Ecosystems)संरक्षण, सङकटापन्न, दुर्लभ र महत्वपूर्ण वन्यजन्तु वनस्पति (Fauna and Flora)लगायत जैविक विविधता संरक्षण र वन्यजन्तु, वनस्पति र तिनको बासस्थान संरक्षण एवं व्यवस्थापनको लागि अध्ययन अनुसन्धानको कार्य समेत गर्ने गर्दछ । विभागले सङ्कटापन्न वन्यजन्तु तथा वनस्पितको अन्तर्राष्ट्रिय व्यापार नियन्त्रण महासन्धी (साईटीस) वन्यजन्तुको हकमा व्यवस्थापन निकायको रुपमा समेत कार्य गर्दछ । विभागको ठेगाना यस प्रकार रहेको छ । राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण विभाग

बबरमहल काठमाण्डौ ।

फोन १४२२७९२६, १४२२०८५०

ईमेल :info@dnpwc.gov.np

वेब साईटः www.dnpwc.gov.np

३. अध्ययनको औचित्य

चितवन राष्ट्रिय निकुञ्ज विश्व सम्पदा सूचीमा सूचीकृत क्षेत्र हो । यो राष्ट्रिय निकुञ्ज पाटेबाघ, एकसिंगे गैंडा, हात्ती, गौरी गाई, चौका, हुँडार, बामपुड्के बँदेल, भालु, चितुवा लगायतका लोपोन्मुख एवं दुर्लभ वन्यजन्तुको महत्वपूर्ण वासस्थान समेत भएको हुँदा त्यस्ता वन्यजन्तुहरुको संरक्षणमा बासस्थानको महत्वपूर्ण पक्षको रुपमा रहेको पानीको स्वच्छताको विषेश भूमिका हुने भएको हुँदा पानीको स्रोतहरुको गुणस्तर कायम राख्रु व्यवस्थापन गर्ने निकायको महत्वपूर्ण जिम्मेवारी समेत हुन्छ । प्रस्तावित अध्ययन अनुसन्धानबाट चितवन राष्ट्रिय निकुञ्जमा रहेका पानीको स्रोत तथा निकुज्ज भएर बग्ने खोला तथा नदीहरुको पानीको गुणस्तर परीक्षण भई पानीको गुणस्तर सम्बन्धी महत्वपूर्ण तथ्याङ्क एवं जानकारी प्राप्त दने देखिन्छ ।

हुने देखिन्छ ।

Section 8: Contract for Consultant's Services

आ.व. २०७४/०७६ मा समेत चितवन राष्ट्रिय निकुञ्जभित्र रहेका पानीका स्रोत एवं निकुञ्ज भई वग्ने नारायण्यी, राप्ती, रिउ लगायतका नदीहरु र विभिन्न औद्योगिक प्रतिष्ठानबाट निस्कासन हुने फोहर पानीको गुण्रस्तर मापन गरिएकोमा प्रस्तावित अध्ययन अनुसन्धानबाट पानीको गुणस्तरमा आएको परिवर्तन भावादरण सम्बन्धमा तुलनात्मक अध्ययन हुने देखिन्छ । सो अध्ययनको ऋममा पानीको जैविक गुणको परिक्षण भवा बन्ध भवस्व, कार्य्य भवर्षा क्या क्या प्रस्तुत अध्ययनबाट पानीको जैविक गुणहरुको बारेमा समेत जानकारी प्राप्त हुनेछ ।

चितवन राष्ट्रिय निकुञ्ज भित्रको वन्यजन्तुको बासस्थान, बढ्दो सहरीकरण एवं औद्योगिक विकासको कारण बासस्थानको महत्वपूर्ण पक्षको रूपमा रहेको पानीको गुणस्तरमा ह्रास हुने अवस्थामा पुगेको हुँदा यस अध्ययनले निकुञ्जको उपल्लो जलाधार क्षेत्रमा रहेका विद्यमान तथा सम्भावित फोहरमैलाको स्रोत र सो बाट वन्यजन्तुको बासस्थानमा पर्न सक्ने सम्भावित जोखिमको बारेमा महत्वपूर्ण जानकारी प्राप्त भई त्यस्ता जोखिम न्यूनीकरण तथा रोकथामको लागि आवश्यक नीतिगत, कानूनी तथा संस्थागत व्यवस्था गर्न तथा रोकथामका उपायहरु अवलम्बन गर्न मद्दत पुग्दछ ।

४. अध्ययनको उद्देश्य

प्रस्तावित अध्ययनको मुख्य उद्देश्य चितवन राष्ट्रिय निकुञ्ज भित्र रहेका तथा निकुञ्ज भई वग्ने खोला तथा नदीको पानीको भौति, रासायनिक एवं जैविक गुणहरुको अध्ययन गरी त्यसबाट वन्यजन्तुमा परेको एवं पर्न सक्ने प्रभावहरुको सम्बन्धमा प्रतिवेदन तयार गर्ने रहेको छ । यस अध्ययनका विशिष्ट उद्देश्यहरु निम्नानुसार रहेका छन् ।

- > चितवन राष्ट्रिय निकुञ्जभित्र तथा माथिल्लो जलाधार क्षेत्रमा रहेका पानीका स्रोत र प्रदुषणका वर्तमान एवं सम्भाव्य क्षेत्रहरु पहिचान गर्ने ।
- चितवन राष्ट्रिय निकुञ्जभित्र रहेका ताल, नदी तथा घोल एवं माथिल्लो जलाधार क्षेत्रमा रहेका पानीका स्रोतहरुबाट पानीको नमुना संङ्कलन गरी वन्यजन्तुको स्वास्थ्य एवं बासस्थानको गुणस्तरसंग सम्बन्धित भातिक तथा रासायनिक तथा जैविक गुणहरु मापन गर्ने ।
- पानीको भौतिक, रासायनिक, तथा जैविक गुणहको मापनबाट प्राप्त हुने परिणामलाई वन्यजन्तुको तथा वासस्थानको स्वास्थ्य एवं संरक्षणको विविध आयामहरुसंग तुलनात्मक विश्लेषण गरी गैडा संरक्षित वन्यजन्तुको स्वास्थयमा पर्न सक्ने प्रभाव यकिन गर्ने
- पानीको गुणस्तरका कारण परेका वा पर्न सक्ने प्रभावहरुको न्यूनीकरण गर्न अबलम्बन गर्नुपर्ने सुधारका कार्यऋमहरु सिफारिस गर्ने ।

५. अध्ययन विधि

५.१ सन्दर्भ सामग्रीहरुको अध्ययन

परामर्शदाताले वातावरण संरक्षण ऐन, २०७६ तथा नियमावली २०७७, राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण ऐन, २०२९, राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण नियमावली २०३०, Nepal Water Quality Guidelines for Aquaculture, Nepal Water Quality Guidelines for protection of aquatic ecosystem, Nepal Water Quality Guidelines for livestock watering, Standards on Industrial effluents to be discharge into inland surface waterलगायतका मापदण्डहरू, पानीको गुणस्तर तथा

Section 8: Contract the Consultant's Services

अ समाद स्वार्थ के बिला के बासस्थानमा पर्ने असर सम्बन्धी प्रकाशित तथा अप्रकाशित लेख रचना, अस असमाद स्वार्थ अधि सम्पन्न अध्ययन प्रतिवेदनको पुनरावलोकन गर्नु पर्नेछ ।

४.२. नमुना परिक्षण गरिने प्रयोगशालाहरुको छनौट

नेपालमा रहेका विभिन्न प्रयोगशालाहरुको उपलब्ध क्षमताको आधारमा पानीको भौतिक, रासायनिक तथा जैविक गुणहरुको परिक्षण गरिने प्रयोगशालाहरु छनौट गर्नु पर्नेछ । परामर्शदाताले प्रस्ताव पेश गर्नु अघि नमूना परिक्षण गरिने प्रयोगशालामा उपलब्ध क्षमता तथा प्रयोगशालामा नमुना परिक्षण गर्ने प्रतिवद्धता समेतको सिफारिस समेत संलग्न गर्नु पर्ने छ ।

४.३. ईन्सेप्सन प्रतिवेदन

परामर्शदाताले राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण विभागमा प्राविधिक समिति तथा सम्बन्धित सरोकारवालाहरुको सहभागीतामा ईन्सेप्सन छलफलको आयोजना गरी पानीको नमूना संङ्कलनको लागि अपनाईने विधि तथा नमूना सङ्कलन गरिने स्थानहरु, नमुना परिक्षण गर्ने प्रयोगशालाको क्षमता तथा उपलब्ध जनशक्ति र प्रतिवद्धता, परिक्षण गरिने भौतिक, रासायनिक तथा जैविक Parameter हरु, अध्ययनमा संलग्न हुने जनशक्ति, अध्ययनको कार्यतालिकाको बारेमा विस्तृत योजना सहित प्रस्तुतीकरण गर्नु पर्नेछ । प्रस्तुतीकरणबाट प्राप्त सुझावहरुलाई समेटि ईन्सेप्सन प्रतिवेदन विभाग समक्ष पेश गर्नु पर्नेछ र सोही प्रतिवेदन बमोजिम अध्ययन अनुसन्धानको कार्य सम्पन्न गर्नु पर्नेछ ।

५.४ सरोकारवालाहरुसंग छलफल तथा अन्तरकिया

परामर्शदाताले चितवन राष्ट्रिय निकुञ्ज कार्यालय, वातावरण विभाग, राष्ट्रिय विज्ञान तथा प्रविधि प्रज्ञा प्रतिष्ठान, राष्ट्रिय प्रकृति संरक्षण कोष, जैविक विविधता संरक्षण केन्द्र, चितवन राष्ट्रिय निकुञ्जको उपल्लो जलाधार क्षेत्रमा रहेका भरतपुर महानगरपालिका, रत्ननगर नगरपालिका, हेटौडा, उप-महानगरपालिक लगायतका स्थानीय तह, उद्योग प्रतिष्ठानहरुसंग पानीको गुणस्तरु यसबाट वन्यजन्तुमा परेको वा पर्न सक्ने प्रभावहरुको सम्बन्धमा अन्तरक्रिया तथा छलफल गर्नु पर्नेछ ।

५.६ पानीको नमूना सङ्कलन

पानीको नमुना सङ्कलन गर्दा राष्ट्रिय तथा अन्तर्राष्ट्रिय मापदण्डहरुको अध्ययन गरी उक्त मापदण्डहरुको आधारमा निम्नानुसारका स्थानहरुबाट नमूना संङ्कलन गर्नु पर्नेछ ।

चितवन राष्ट्रिय निकुञ्जभित्र रहेका ताल तथा पोखरीहरु (१५ स्थान)	चितवन राष्ट्रिय निकुञ्ज भई बग्ने नदीहरु (१२ स्थान)	चितवन राष्ट्रिय निकुञ्जको माथिल्लो जलाधार क्षेत्रमा रहेका औद्योगिक प्रतिष्ठानहरुबाट फोहर पानी निष्कासन हुने स्थान वरपर (६ स्थान)
कमल ताल	नारायणी नदी (३ स्थान)	सुमी फार्मास्युटिकल्स प्रा.लि. गैडाकोट
ठोटरी ताल	राप्ती नदी (३ स्थान)	अभिनास ह्याचरी प्रा.लि. गैंडाकोट
लामो ताल	कर्रा खोला (२ स्थान)	गोर्खा ब्रुअरी प्रा.लि. गैंडाकोट

Comfr.

Section 8: Contract for Consultant's Services BTETT दाइम्स कार्मास्युटिकल्स नवलपुर मुण्डा ताल रिउ खोला (२ स्थान) 🧞 नन्द भाउजु ताल झौधरी उद्योग ग्राम, नवलपुर केरुङ्गा खोला (१ स्थान) बुढी राप्ती मचं घोल ढुङग्रे खोला (१ स्थान) फोहर पानी प्रशोधन केन्द्र हेटौडा सेरा ताल तमोर ताल भालुखोला घोल रंगिला घोल लमी ताल कसरा घोल बीस हजारी ताल स्वारी घोल बाटुलो पोखरी ताल

४.७ पानीको नमूना परिक्षण

सङ्कलित पानिको नमुनाबाटनियमानुसार स्थापना भएको सक्षम प्रयोगशालाबाटनिम्नानुसारको परिक्षण गर्नु पर्नेछ । पानीको परिक्षण गर्दा Standard Method for the Examination of Water Wastewaterलाई आधार मानि परिक्षण गर्नु पर्नेछ ।

भौतिक गुणहरु (Physical)

1. pH

-

- 2. Electrical Conductivity
- 3. Turbidity
- 4. Total Dissolved Solids

(क) रासायनिक गुणहरु (Chemical Parameters)

- 5. Dissolved Silica
- 6. Alkalinity
- 7. Chloride
- 8. Total Hardness
- 9. Sulphate
- 10. Total Phosphorous
- 11. Nitrate
- 12. BOD
- 13. COD
- (ख) हेभि मेटल
 - 14. Lead (Pb)
 - 15. Cadmium (Cd)
 - 16. Chromium (Cr)
 - 17. Cupper (Cu)
 - 18. Zinc (Zn)
 - 19. Nickel (Ni)
 - 20. Arsenic (As)

Section 8: Contract for Consultant's Services हिंईकोवियल प्यारामिटर (Microbial Parameter) Total Plate Count (TPC)

- 22. E.Coli (MPN Index/100mL)
- 23. Salmonella (PA)

५.८ नतिजाहरुको विश्लेषण

प्रयोगशालामा पानीको भौतिक, रासायनिक तथा जैविक नमूना परिक्षणबाट प्राप्त नतिजाका आधारमा चितवन राष्ट्रिय निकुञ्जभित्र रहेका स्तनधारी, उभयचर, सरीसृपु चरा, माछा तथा समग्र जलीय पारिस्थिकीय प्राणालीमा परेको र पर्न सक्ने प्रभावहरुको बारेमा विश्लेषण गरी सो को रोकथाम तथा न्यूनीकरणका लागि अपनाउनु पर्ने उपायहरुको समेत विश्लेषण गर्नु पर्नेछ ।

५.९ प्रतिवेदन तयारी

सन्दर्भ सामग्रीहरुको अध्ययन, स्थलगत छलफल तथा अन्तरक्रिया र सरोकारवालाहरुसंगको छलफलबाट प्राप्त तथ्याङ्क, सूचनातथा जानकारीहरु, प्रयोगशालाको परीक्षण तथा सो को विश्लेषणबाट प्राप्त जानकारी लाई संक्षेपिकरण गरी ईन्सेप्सन प्रतिवेदनमा संलग्न ढाँचामा प्रतिवेदन तयार गर्नु पर्नेछ ।

४.१० प्राविधिक समितिसंग छलफल

परामर्शदाताले अध्ययन प्रतिवेदनको मस्यौदा तयारी भए पश्चात प्राविधिक समितिमा प्रस्तुतीकरण गरी पृषठपोषण तथा सुझावहरु सङ्कलन गर्नु पर्नेछ । प्राविधिक समितिबाट प्राप्त सुझावहरुलाई प्रतिवेदनमा समावेश गर्नु पर्नेछ ।

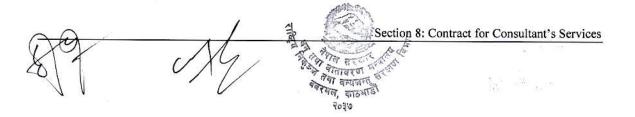
५.११ प्रतिवेदन पुनरावलोकन

प्रतिवेदनको मस्यौदा तयार भएपछि राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण विभागले तोकेका सम्बन्धित विषय विज्ञबाटपुनरावलोकन गराउनु पर्नेछ । पुनरावलोकनकर्ताहरुबाट प्राप्त सुझावहरुलाई समावेश गरी अन्तिम प्रतिवेदन विभाग समक्ष पेश गर्नु पर्नेछ ।

६. परामर्शदाता टोली

प्रस्तावकले अध्ययनको लागि निम्नानुसारका दक्षता भएका विषय विज्ञ परिचालन गर्नु पर्नेछ ।

- वन्यजन्तु विज्ञ/टिम लिडर— वन विज्ञान वा जीव विज्ञान वा वातावरण विज्ञानमा स्नातकोत्तर गरीवन्यजन्तुको व्यवस्थापन वा अध्ययन अनुसन्धानमा कम्तिमा ७ वर्षको अनुभव प्राप्त गरेको ।
- माईकोबायोलोजिष्ट— माईकोबायोलोजिमा स्नातकोत्तर गरी पानिको नमुना परीक्षण सम्बन्धमा कम्तिमा ४ वर्षको कार्य वा अध्ययन अनुसन्धानको अनुभव प्राप्त गरेको ।
- ३. वातावरण विज्ञ/केमिस्ट— वातावरण विज्ञान वा रसायनशास्त्रमा स्नातकोत्तर गरी WaterQualityAssessment, Aquatic Ecosystem Assessmentसम्बन्धी कार्य वा अध्ययन अनुसन्धानमा ५ वर्षको अनुभव प्राप्त गरेको ।



७. समयतालिका

परामर्शदाताले परामर्श सेवा खरिद सम्झौता भएको तीन महिना भित्र निम्नानुसारको तालिकामा उल्लेख भएका कियाकलाप सञ्चालन गरी अध्ययन पुरा गरी अध्ययन प्रतिवेदन विभाग समक्ष पेश गर्नु पर्नेछ ।

क.सं.	कार्यक्रम		वैत्र				बैश	ाख			जेठ	8	
		I	п	ш	IV	I	П	ш	IV	I	П	ш	IV
٩	ईन्सेप्सन प्रतिवेदन तयारी तथा प्रस्तुतीकरण												
२	सन्दर्भ सामग्रीको पुनरावलोकन												
m	विज्ञ तथा सरोकारवालाहरुसंग छलफल												
لا	राष्ट्रिय स्तरको गोष्ठी												
x	प्रारम्भिक मस्यौदा प्रतिवेदन तयारी												
Ę	प्रतिवेदनउपर प्राविधिक समितिसंग छलफल		-										
७	प्रतिवेदनको पुनरावलोकन				Color Color		2						
5	अन्तिम प्रतिवेदन पेश			1									

८. उपलब्ध गराउनु पर्ने प्रतिवेदन तथा कागजातहरु

- D1- स्थलगत अध्ययन तथा तथ्याङ्क विश्लेषण विधि, प्रतिवेदनको ढाँचा, कार्यतालीका सहितको ईन्सेप्सन प्रतिवेदन
- D2- सन्दर्भ सामग्रीहरुको अध्ययनस्थलगत अध्ययन तथा प्रयोगशालाहरुको नतिजा विश्लेषणबाट प्राप्त जानकारी तथा विज्ञहरुको विज्ञताको आधारमा तयार गरिएको पश्चात मस्यौदा प्रतिवेदन
- D3- प्राविधिक समिति तथा पुनरावलोकनकर्ताहरुबाट प्राप्त सुझावहरु समेत समावेश गरी प्रयोगशालाबाट प्राप्त नतिजाहरु, अध्ययनको क्रममा लिईएका तस्वीरहरु, स्थलगत छलफलका माईन्यूटहरु समेत संलग्न राखि अन्तिम प्रतिवेदन

९. सम्पर्क तथा समन्वय

परामर्शदाताले स्थलगत अध्ययन अनुसन्धान, सरोकारवालाहरुसंग छलफल तथा प्रतिवेदन तयार गर्दा विभागको ईकोलोजि शाखासंगको सम्पर्क तथा समन्वयमा गर्नु पर्नेछ । विभागको सम्पर्क ठेगाना निम्नानुसार रहेको छ ।

राष्ट्रिय निकुञ्ज तथा वन्यजन्तु संरक्षण विभाग,बबरमहल फोन नं ९७७-०१-४२२७९२६, ४२२०८५० ईमेलःinfo@dnpwc.gov.np

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum



Project Name: Test and Analysis of Water Sample of Chitwan National Park and its Upper Catchment Area

Contract No.NP-DNPWC-002/2077-078 -QCBS

between

Government of Nepal, Department of National Parks and Wildlife Conservation

and

[Name of the Consultant]

Dated: _____

(doin

I. Form of Contract		1h	Arg
		A	
भूमेगात सरकार्ग के मुने वातावरण बनाय वय्यजन्त	I.	Form of Contract	
रे०३७		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

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- (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 theDonor 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

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I. Form of Contract

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Appendix B:	Key Experts
	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]

[Authorized Representative]

[Name of member]

[Authorized Representative]

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[add signature blocks for each member]





A. GENERAL PROVISIONS

1. Definitions

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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.
- (1) "GCC" means these General Conditions of Contract.

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aniaron Government" means the government of Nepal (GoN).

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- Re30(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.
 - "Local Currency" means the currency of Nepal (NPR). (p)
 - Non-Key Expert(s)" means an individual professional provided (q) 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.
 - "SCC" means the Special Conditions of Contract by which the (s) GCC may be amended or supplemented but not over-written.
 - "Services" means the work to be performed by the Consultant (t) 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 2.1.Nothing contained herein shall be construed as establishing a between the relationship of master and servant or of principal and agent as Parties between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing This Contract, its meaning and interpretation, and the relation 3.1. Contract between the Parties shall be governed by the Applicable Law of Nepal.
- 4. Language

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

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5. Headings

6. Communications

a,

7. Location

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

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.

- ation 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
Practices10.1 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

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II. Special Conditions of Contract

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have been met.

12. Termination of Contract for Failure to Become Effective

13. Commencement of Services

 14. Expiration of Contract 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.

- 13.1. 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.
- act14.1. 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.

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- II. Special Conditions of Contract
 - b. No Breach of Contract

17.4. The failure of a Party 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.

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17.5. A Party affected by an event of Force Majeure shall take all c. Measures to be Taken 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 17.8. Any period within which a Party shall, pursuant to this Extension of Contract, complete any action or task, shall be extended for a period Time (EoT) 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:

- demobilize, in which case the Consultant shall be reimbursed (a) 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 within7 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

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to the Consultant was made in time or not,

(c) the delay was as a result of Force Majeure or not.

18. Suspension Pogu

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

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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.

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,

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b. By the Consultant II. Special Conditions of Contract

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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 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

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II. Special Conditions of Contract

21. Conflict of Interests

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

b. Consultant and Affiliates Not to Engage in Certain Activities

c. Prohibition of Conflicting Activities 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.

21.1 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.

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.

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.

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:

- 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

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II. Special Conditions of Contract

- d. Strict Duty thrat of the desired of the desired
- 22. Conduct of Consultants

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

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- 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

their sub-consultants, and the sub-consultants, their sub-consultants, and their sub-consultants, and their nor multiple to more their personnel not the sub-consultants and their personnel not of the sub-consultants and their personnel not of the sub-consultants and the sub-consultants are sub-consultants and the sub-consultants are sub-consultants.

within two (2) years after the expiration of this Contract, disclose any proprietary of confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

24. Liability of the Consultant

25. Insurance to be Taken out by the 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.

25.1 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

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II. Special Conditions of Contract

Consultant

26. Accounting, Inspection and Auditing 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 likelity is provided to the service of the service

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

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liability insurance within 30 days of signing of the contract agreement.

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 Subconsultants 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 Obligations27.1 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 Unless otherwise indicated in the SCC, all reports and 28.1of the Client in relevant data and information such as maps, diagrams, plans, **Reports** and databases, other documents and software, supporting records or Records 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

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II. Special Conditions of Contract

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documents and software, if any, shall be specified in the SCC.

वनरमले. 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

31. Replacement of Key Experts Consultant's Key Experts are described in Appendix B.

time-input estimates to carry out the Services of each of the

The title, agreed job description, minimum qualification and

of Key 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

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Special Conditions of Contract

33. Assistance and

Exemptions



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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

33.1 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.

34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant

34. Access to Project

Site

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II. Special Conditions of Contract

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35. Change in the Applicable LawRelated to Taxes and Duties

36. Services, Facilities and Property of the Client 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.

es 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
 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

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

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Special Conditions of Contract

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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.

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- 40. Taxes and
Duties40.1The Consultant, Sub-consultants and Experts are responsible for
meeting any and all tax liabilities arising out of the Contract.
- 41. Currency of
Payment41.1Any 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 <u>Advance payment</u>: 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 <u>The Lump-Sum Installment Payments.</u> 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 <u>The Final Payment</u>. 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

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II. Special Conditions of Contract गेया वातावर भिषा वाताव कुञ्च तथा बन्दर

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न तथा बन्धर्भ के कि 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 a. 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.

b. 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
 a. 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
 a. 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 Settlement47.1 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,

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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.

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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.

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II. Special Conditions of Contract

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1. 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 o Contract
6.1 and 6.2	The addresses are:
	Client : Department of National Parks and Wildlife Conservation, Babarmaha Kathmandu Attention :Director General, DNPWC Facsimile : E-mail (where permitted):
	Consultant :
	Attention : Facsimile : E-mail (where permitted) :
8.1	[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.] The Lead Member on behalf of the JV is [insert name of the member]
9.1	The Authorized Representatives are: For the Client: [name, title] For the Consultant: [name, title]
12.1	Termination of Contract for Failure to Become Effective: The time period shall be
13.1	Commencement of Services: The number of days shall be7 days. Confirmation of Key Experts' availability to start the Assignment shall b submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be5 months.
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.
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	I. Special Conditions of	f Contract
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		[OR "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the
		on behalf of the Consultant or on the part of any person or a firm acting
		Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and
		 (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is
*		(b) This limitation of liability shall not
		 (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
		 (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client's country.
2:	5.1	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 [insert amount and currency which should be n less than the total ceiling amount of the Contract];
		(b) Third Party motor vehicle liability insurance in respect of motor vehicle operated in the Client's country by the Consultant or its Experts or Sul consultants, with a minimum coverage of <i>[insert amount and currency of state "in accordance with the applicable law in the Client's country"]</i> ;
		(c) Third Party liability insurance, with a minimum coverage of [inse amount and currency or state "in accordance with the applicable law i the Client's country"];
	((d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevar provisions of the applicable law in the Client's country, as well as, wit respect to such Experts, any such life, health, accident, travel or othe insurance as may be appropriate; and
	(1	e) insurance against loss of or damage to (i) equipment purchased in whol or in part with funds provided under this Contract, (ii) the Consultant' property used in the performance of the Services, and (iii) and documents prepared by the Consultant in the performance of the Services.
28.	.1 [1	Note: If applicable, insert any exceptions to proprietary rights

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II. Special Conditions of Contract

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संबर्भन्त, _{२०२७} 3.2	[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:
	[The Consultant shall not use these [insert what appliesdocuments and software] for purposes unrelated to this Contract without the prior written approval of the Client.]
	OR
	[The Client shall not use these [insert what appliesdocuments and software] for purposes unrelated to this Contract without the prior written approval of the Consultant.] OR
	[Neither Party shall use these [insert what appliesdocuments and software] for purposes unrelated to this Contract without the prior written approval of the other Party.]
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:
	[<i>Note:</i> Payment of installments shall be linked to the deliverables specified i the Terms of Reference in Appendix A]
	1 st payment: [insert the amount of the installment, percentage of the tota Contract price, and the currency. If the first payment is an advance payment, shall be made against the bank guarantee for the same amount as per GCu 42.2.1] 2 nd payment:
	[<i>Note:</i> Total sum of all installments shall not exceed the Contract price set up SCC39.1.]
42.2.1	[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
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II. Special Con	ditions of Contract
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	The advance bank payment guarantee should be in the same currency(ies)]
	The following provisions shall apply to the advance payment and the advance bank payment guarantee:
	(1) An advance payment [of [insert amount] in foreign currency] [and a [insert amount] in local currency] shall be made within [insert number days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equation portions against [list the payments against which the advance is offset].
	(2) The advance payment bank payment guarantee shall be in the amoun and in the currency of the currency(ies) of the advance payment.
	[Note: Advance payment provision can be included only for donor funde 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.]
42.2.4	The accounts are:
	for foreign currency: [insert account]. for local currency: [insert account].
43.1	The proportion of payments retained is:
44.1	The interest rate is: [insert rate].
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.	(a) Contracts with foreign consultants:
	 Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
	(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 [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] 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 nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been

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F>	मिता वार्ता वार्त्त कर मुख्य तथा वार्त्त कर बबरमल ₂₀₂ 9	list, finsert the name of the	within sixty (60) days of the date of the same professional body as above] shall of either Party and from such list or for the matter in dispute.
	(b)	technical matter, the Client one (1) arbitrator, and thes third arbitrator, who shal arbitrators named by the 1 third arbitrator within thirty arbitrators named by the arbitrator shall, at the rec [name an appropriate inter Secretary General of the Hague; the Secretary Ge	at agree that the dispute concerns a t and the Consultant shall each appoint e two arbitrators shall jointly appoint a l chair the arbitration panel. If the Parties do not succeed in appointing a y (30) days after the latter of the two (2) Parties has been appointed, the third quest of either Party, be appointed by rnational appointing authority, e.g., the Permanent Court of Arbitration, The general of the International Centre for t Disputes, Washington, D.C.; the Commerce, Paris; etc.].
	(c)	appoint its arbitrator with has appointed its arbitra arbitrator may apply to the <i>in said paragraph</i> (b)] to a	paragraph (b) above, one Party fails to in thirty (30) days after the other Party ator, the Party which has named an <i>[name the same appointing authority as</i> appoint a sole arbitrator for the matter in appointed pursuant to such application for that dispute.
	pro- for	ceedings shall be conducted i	as otherwise stated herein, arbitration in accordance with the rules of procedure ions Commission on International Trade n the date of this Contract.
	per		any reason an arbitrator is unable to bstitute shall be appointed in the same
	thin sha ext nat con the	rd arbitrator appointed pursua all be an internationally rec ensive experience in relation ional of the Consultant's h insists of more than one entity	of Arbitrators. The sole arbitrator or the ant to paragraphs 1(a) through 1(c) above cognized legal or technical expert with to the matter in dispute and shall not be a some country [<i>Note:</i> If the Consultan y, add: or of the home country of any o of the Government's country. For the country" means any of:
	(a)		ration of the Consultant [<i>Note:</i> If the ore than one entity, add; or of any of their
	(b)) the country in which the Parties'] principal place of	Consultant's [or any of their members' of business is located; or
	(c)	the country of nationality	y of a majority of the Consultant's [or c
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A)		 (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5.	 Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country];
~	(b) Arl	 (b) the [type of language] 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. Contracts with domestic consultants: Ditration shall be conducted in accordance with Nepal Arbitration Act

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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.}

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IV. Appendices





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

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:

к л	Experts	1	2	ŝ	4	5	6	2	×
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Social Overhead Charges	Subtotal Profit ²		Away from Home Office Allowance	Agreed Fixed Rate Per Working Month/Day/Hour Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home	Home Office								-
Work in the C	Work in the Client's Country								

(Expressed in [insert name of currency])*

 I
 Expressed as percentage of I

 2
 Expressed as percentage of 4

 *
 If more than one currency, add a table

Name and Title: Signature

Date

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IV. Appendices

तेया वार APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE 53 321

[See Clause GCC 42.2.1] **Bank Guarantee for Advance Payment**

[insert commercial Bank's Name, and Guarantor: 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 filed to repay.

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

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.

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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.

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,

IV. Appendices

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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.

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.