



Aathbiskot Municipality

Office of the Municipal Executive

Karnali Province, Radijiula, Rukum (West)

REQUEST FOR PROPOSAL (RFP)

Procurement of Consulting Services

For

"Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building and Ward Building"

August 19

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Date:-2076/04/05

Subject: Request for proposal

1. Aathbiskot Rural Municipality Office of the Municipal Executive has allocated the cost and intends to apply a portion of this fund to eligible payments under this Contract.
2. **Aathbiskot Municipality Executive** now invites proposals to provide the following consulting services "**Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building and Ward Building**". More details on the services are provided in the attached Terms of Reference.

3. A consultant will be selected under procedures described in this RFP.

4. The RFP includes the following documents:

- Letter of Invitation
- Chapter 1 – Background of the project and information to the consultant
- Chapter 2 - Terms of Reference for the Building
- Chapter 3 - Technical Proposal- Standard Forms
- Chapter 4 - Financial Proposal - Standard Forms
- Chapter 5 - Standard Forms of Contract.

5. Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) Whether you will submit a proposal alone or in association.

The deadline for the submission of the proposal is specified in the RFP Part-I, Information to the Consultants.

Yours sincerely,

.....
Ram Bahadur K.C
Act. Chief Administration Officer



1 INTRODUCTION

1.1 Background:

The Aathbiskot Municipality has decided to provide consulting services for the DPR of Administrative Building and Ward Building within the municipal. The municipality with internal fund is undertaking this task. In the above context, TRM intends to hire national consulting firms to carrying out Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building and Ward Building for the proposed consulting jobs as per the TOR presented below.

1.2 Objectives:

The main objective of this study project is

1. to design the office building which is safe against earthquake, economical, aesthetical, affordable and environmental friendly.

1.3 Scope of Work:

The Consultant shall, under these terms of reference (TOR) carry out activities and deliver services and documents as follows:

The department will provide the feasibility report, for the building the office will provide the blue print and initial conceptual note of the building. The consultant shall study the report in detail and incorporate the recommendations in the inception report and other reporting's. Moreover, the consultant will conduct meeting with the municipal officers and related stakeholder and if recommended modify the requirement spelled out in the feasibility report.

1.4 Expected Output:

It is expected to prepare and submit clear and concise study reports which will assist the Municipality to prepare the final tender documents for the execution of the construction other these works.

1.5 Reporting Requirements:

The Consultant shall prepare and submit the reports as specified below. Computer Software should be used to prepare all drawings. All reporting shall be in English and in the SI unit. Inception, draft and final reports should be submitted to TRM as specified below. Reports shall be submitted in digital copy as well as in 3 printed form in A4 size paper. Similarly, all the drawings shall also be submitted in digital as well as in 3 printed form. The drawing shall not be in less than A3 size of papers.



1.6 Information to the consultant

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.
- ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.



- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (chapter 4):

- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Chapter 4B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Chapter 4C).
- iii. A description of the methodology and work plan for performing the assignment (Chapter 4D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Chapter 4E).
- v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Chapter 4F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (chapter 4E and 4G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.



viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Chapter 5). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.

4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all



copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”

4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

Evaluation of Technical Proposals (QCBS, QBS, FBS, LCBS))

5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to



negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in Para. 1.2 and the Data Sheet.

**Public Opening
and Evaluation of
Financial
Proposals (CBS
Only)**

5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.

**Public Opening
and Evaluation of
Financial
Proposals (QCBS,
FBS, LCBS)**

5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.

5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.

5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the



weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.

6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.



- 7. Award of Contract**
- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 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 it's intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 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 Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.
- 9. Conduct of Consultants**
- 9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 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 procurement 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 participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

10.1 Without prejudice to any other rights of the Employer 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 bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor 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 contract.
- e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
- f) other acts mentioned in the Data Sheet or SCC

10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time



determined by the GON and or the concerned donor agency.

1.7 Data Sheet

Clause

Reference

1.1	<p>The name of the Client is:</p> <p>Aathbiskot Rural Municipality</p> <p>Detail Project Report (DPR) of Administrative and Ward Building</p> <p>Office of the Municipal Executive</p> <p>The method of selection is: <u>QCBS</u></p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name: “Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building and Ward Building”</p> <p>to design the building which is safe against earthquake, economical, aesthetical, affordable and environmental friendly. The tower to be designed considering the availability of skilled manpower, construction material, condition of accessibility and</p>



	<p>other prevailing working conditions.</p> <p>Description of work :</p> <table border="1"> <thead> <tr> <th>Building Details</th> <th>Block</th> </tr> </thead> <tbody> <tr> <td>Administrative Block</td> <td>Soil investigation (3 nos of hole upto 16 m), Design, Structural Analysis, Cost-Estimate & preparation of DPR 2500 to 3500 Sq.ft for Ground, First, Second floor</td> </tr> <tr> <td>Ward Building</td> <td>Design, Structural Analysis, Cost-Estimate & preparation of DPR of 1500-2500 Sq.ft ground floor for each ward</td> </tr> </tbody> </table>	Building Details	Block	Administrative Block	Soil investigation (3 nos of hole upto 16 m), Design, Structural Analysis, Cost-Estimate & preparation of DPR 2500 to 3500 Sq.ft for Ground, First, Second floor	Ward Building	Design, Structural Analysis, Cost-Estimate & preparation of DPR of 1500-2500 Sq.ft ground floor for each ward
Building Details	Block						
Administrative Block	Soil investigation (3 nos of hole upto 16 m), Design, Structural Analysis, Cost-Estimate & preparation of DPR 2500 to 3500 Sq.ft for Ground, First, Second floor						
Ward Building	Design, Structural Analysis, Cost-Estimate & preparation of DPR of 1500-2500 Sq.ft ground floor for each ward						
1.3	<p>A pre-proposal conference will be held: No</p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Aathbiskot Municipality Office of the Municipal Executive</p>						
1.4	The Client will provide the following inputs: Brief description and importance of the project.						
1.10	The Clauses on fraud and corruption in the contract are:						
2.1	<p>Clarifications may be requested 7 days before the submission date.</p> <p>The address for requesting clarifications is: Aathbiskot Municipality Office of the Municipal Executive</p>						
3.1	Proposals should be submitted in the following language(s): English						
3.2	<p>(i) Short listed consultants/entity may associate with other short listed consultants: NA</p> <p>(ii) The estimated number of professional staff-months required for the assignment is: As per BoQ</p> <p>Available Budget for Fixed budget Assignment: NA</p> <p>Note: If the Consultants wish to apply for more than one job or package then separate Team leader (Structural Engineer) shall be proposed for each job/package.</p> <p>iii) The minimum required experience of proposed professional staff is: As indicated in the Terms of Reference</p>						



	(iv) Reports that are part of the assignment must be written in the following language(s). English
3.3	(V) Training is a specific component of this assignment: NA (vi) Additional information in the Technical Proposal includes: <ul style="list-style-type: none"> • Description of Site (Visited) and any Photographs. • Use of Software. • Suggestions on innovative type of design. (Efficient technology & Cost effective)
3.9	Proposals must remain valid 90 days after the submission date.
4.3	Consultants must submit an one original copy of each proposal:
4.4	The proposal submission address: Office of the Municipal Executive Information on the outer envelope should also Include: To, Office of the Municipal Executive Technical Proposal or Financial Proposal (Separate in Two Envelopes)
4.5	Proposals must be submitted no later than: 30th day from the date of issue of RFP at 12:00 noon at client's Office.
5.1	The address to send information to the Client is: To, Chief Administrative Officer Aathbiskot Municipality. Office of the Rural Municipal Executive
5.2	The Fixed Budget Ceiling for the assignment is : NA
5.3	Information to the Consultant
5.3	The formula for determining the financial scores is the following: <i>Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</i> The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8 and P (Financial Proposal) = 0.2



6.1	The address for negotiations is: Client's Office.
7.1	The assignment is expected to Commence on within a week of Contract signing at location provided.
	<p>Joint Venture</p> <p>Copies of the Joint Venture (JV) agreement shall be attached with the Technical and Financial Proposal.</p> <p>If a JV is awarded a job, the JV must be registered in the VAT office. A copy of the VAT registration certificate shall be submitted before contract agreement.</p>
	<p>Conditions of Rejection / Non-consideration of the Proposals:</p> <p>(i) If the proposal is found to be non-responsive and has not fulfilled all the requirements mentioned in the Technical Proposal documents.</p> <p>(ii) If on physical verification, any statement provided is found to be false and if that statement affects the evaluation, then either the whole proposal may be rejected or the proposal will not get any score for the part concerned to that statement.</p> <p>If any statement in the Technical Proposal provides information or indication about the financial proposal.</p>
	<p>Submission of the Proposals</p> <p>Both the Technical Proposal and Financial Proposal must be sealed in separate envelopes marked clearly in BLOCK letters as follows: TECHNICAL / FINANCIAL PROPOSAL (as appropriate) for “Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Project Report (DPR) of Administrative Building & Ward Building ”</p> <p>Both the envelopes then should be placed into a single envelope, which shall be sealed again and marked clearly as follows: TECHNICAL & FINANCIAL PROPOSAL for “Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building and Ward Building”</p> <p>The single sealed envelope then should be addressed and submitted to: To, Chief Administrative Officer</p>



	<p style="text-align: center;">.....</p> <p style="text-align: center;">Office of the Municipal Executive</p> <p style="text-align: center;">The envelope must clearly bear the name and address of the firm or JV.</p>
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1.8 Payment Schedule:

Payments should be made by client upon the submission of Consultant's invoices according to the following schedule:

Mode of Payment	Percentage
1. Second instalment after the submission of Draft Final Report and Presentation	20
2. Final instalment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR.	80

1.9 Manpower

1.9.1 General Qualification of the Manpower

S.N	Personnel	Minimum academic qualification	Minimum years of general experience
1	Team Leader (Structural Engineer)	Master's Degree in Structural Engineering/Equivalent (preferably Structural Engineer)	5 years
2	Architect	Master's Degree In Architecture or Master in Urban planning with B.Arch.	5 years
3	Geotechnical Geologist	Master's Degree In Geotechnical engineering or Engineering Geology with bachelors degree in civil Engineering.	3 years
4	Sanitary / Environmental Engineer	Bachelor's Degree Civil Engineering	3 years
5	Civil Engineer	Bachelor's Degree in Civil Engineering Architecture	3 years
6	Electrical Engineer	Bachelor's Degree in Electrical Engineering	3 years
7	Senior Surveyor	Diploma in surveying or Diploma in civil engineering with minimum 3 years of experience in surveying	3 years

1.9.2 Working Man Month of the manpower.

SN	Personnel	Man/month
1	Team Leader (Structural Engineer)	3 month
2	Architect	1.5 Month
3	Geotechnical Geologist	1.5 Months



4	Sanitary / Environmental Engineer	3 weeks
5	Civil Engineer	3 Month
6	Draftman	2 Month
7	Electrical Engineer	3 weeks
8	Senior Surveyor	1 Month

1.10 Work Schedule

The work shall be completed within **3 Months from the date of work order**. The consultant is thus instructed to prepare their work schedule accordingly

1.11 Contact Address:

Aathbiskot Municipality
Office of the Municipal Executive
Karnali Province, Rukum (West)



2 TERMS OF REFERENCE

2.1 Introduction

The Aathbiskot Municipality has decided to provide a consulting services for the DRP of a **Project Report (DPR) of Administrative Building and Ward Building** within the municipal. This task is being undertaken by Aathbiskot Municipality. In the above context, TRM intends to hire national consulting firms to carrying out Detailed Architectural & Engineering Design for the proposed consulting jobs as per the TOR. The construction site will be in Ward Number .

2.2 Objectives:

The main objective of this study project is to design the structure which is safe against earthquake, economical, aesthetical, affordable and environmental friendly.

The Specific Objectives are:

- to design the office building which is safe against earthquake, economical, aesthetical, affordable and environmental friendly.

2.3 Scope of Work:

The Consultant shall, under these terms of reference (TOR) carry out activities and deliver services and documents as follows:

The municipality will provide the feasibility report of the convention center carried out by the department. The consultant shall study the report in detail and incorporate the recommendations in the architectural design.

Conduct meeting with the municipal officer and related stakeholder and if recommended modify the requirement spelled out in the feasibility report.

Carry out detailed topographical survey of the construction site.

- ✓ To study, review and analyze the preliminary design provided in the feasibility report and prepare the detailed architectural design.
- ✓ Detailed Landscape design of the building premises.
- ✓ To prepare the detailed structural, electrical, and sanitary design of the building and any other proposed structures.
- ✓ To prepare tender ready drawings comprising of architectural, landscape, structural, electrical, and sanitary designs that shall be approved by the Aathbiskot Municipality
- ✓ To prepare the detailed quantity and cost estimate comprising of Architectural, Landscape, structural, electrical, and sanitary systems of the Convention Center as well as other infrastructures.
- ✓ Consultant can choose any international building codes,. However, all the design work shall comply with the Nepal National Building Code requirements.



Building Details	Block
Administrative Block	Soil investigation (3 nos of hole upto 16 m), Design, Structural Analysis, Cost-Estimate & preparation of DPR of 2500 to 3500 Sq.ft for Ground, First, Second floor
Ward Building	Design, Structural Analysis, Cost-Estimate & preparation of DPR of 1500 to 2500 Sq.ft ground floor for each ward

2.4 Expected Output:

It is expected to prepare and submit clear and concise study report which includes, but not limited to the followings:-

2.4.1 Detailed Topographical survey and Drawings

The consultant shall carry out detailed topographical survey of the given site at 0.5m contour interval and prepare contour drawings and submit in both soft and hard copy.

2.4.2 Detailed Architectural Drawings and Landscaping works

During the process of the detailed design work, the consultant shall incorporate all the comments from Aathbiskot Municipality and its Engineering Division. The consultant shall perform detailed tender ready drawing and have an ample discussion with the client before submitting the final report. The consultant shall prepare the detailed architectural drawing and show the landscaping works in the construction site. The consultant will also show the 3D version of the construction site and the building to be made.

2.4.3 Site Investigation Report

This report shall contain:

- Brief description of work.
- Geographic location of the site with index plan.
- Topology of the site (description of site with site plan).
- Climatic data, location on seismic and wind map.
- Geological details.
- Information regarding ground water.
- Other items.



2.4.3.1 Soil Investigation Report

This report shall contain the following:

2.4.3.2 Field investigation report

- Description of field investigations.
- Data of field investigations (log of boreholes with diagrams and data of in-situ test).
- Details of ground water observation.

2.4.3.3 Laboratory investigations

- List of routine laboratory tests conducted (grain size, limits, swell tests, unconfined results of laboratory in standard format). This may be presented as appendix.
- List of special tests conducted. Compression, triaxial test, consolidation test etc.

2.4.3.4 Subsoil conditions

This is the heart of the report and should be clear and concise. This is reported under the following subheads:

- Description of soil conditions as evaluated from all field and laboratory results.
- Analysis and discussion of field and laboratory tests.
- Design criteria like allowable settlements to be used.
- Calculations for determining safe bearing capacity, capacity of pile, slope stability etc.
- Report on seismic analysis of the site.
- Recommendations on choice of type of foundation, allowable bearing pressures, slope stability, ground improvement, etc.
- Recommendation of soil parameter for structural design.
- Recommendations for safety measures to be taken during construction such as excavation.

2.4.4 Detailed Structural Design and Structural Drawings

The consultant shall develop a 3D analytical model for the purpose of analysis, using any of the international standard finite element software. Real and accidental torsional effects must be considered for all structures. Structural system proposed by the consultant shall be able to resist effectively the gravity as well as lateral loading induced by both earthquake and wind. Consultant is free to choose any international building codes however; the minimum criteria of NBC 105 shall strictly be incorporated. Consultant shall submit soft copy of analytical model.

The consultant shall perform detailed structural design and prepare structural drawings showing all necessary structural details and shall follow the requirements for the ductile detailing. The detailing shall comply with the requirements of IS13920 or any other



relevant ductile detailing code. The consultant shall submit soft copy of analytical model and both hard copy and soft copy of structural design and detailing.

2.4.5 Electrical Design and Drawings

The consultant shall carry out detailed electrical design with Standard Practice and Codes for public buildings and shall comply with NBC 207:2003. The Consultant shall prepare electrical drawings showing necessary details required for electrification and submit in both digital and printed form.

2.4.6 Sanitary Design and Working Drawings

The consultant shall carry out detailed water supply and sanitation design and drawings along with the storm water drainage, fire fighting systems, showing necessary details required for construction. The Consultant shall prepare drawings showing all necessary details required for the system and submit in both soft and hard copy. They shall comply with relevant international code as well as with NBC.

2.4.7 Prepare Quantity & Cost Estimate, Specifications

Prepare the Quantity & Cost Estimate, Specifications as per Public Procurement Act 2063, Public Procurement Regulation 2064 and Public Procurement Monitoring Office Directive. Consultant shall submit the cost and quantity estimate, detailed specifications and bidding document in both soft and hard copy.

2.5 Reporting Requirements:

The Consultant shall prepare and submit the reports as specified below. Computer Software should be used to prepare all drawings. All reporting shall be in English and in the SI unit. Inception, draft and final reports should be submitted to Aathbiskot municipality as specified below. Reports shall be submitted in digital copy as well as in 3 printed form in A4 size paper. Similarly, all the drawings shall also be submitted in digital as well as in 3 printed form. The drawing shall not be in less than A3 size of papers.

2.5.1 Inception/ Field Report:

The consultant should submit two sets of inception report to the Aathbiskot municipality within **1 month from the date of Work Order**. The inception report shall clearly specify review of architectural design and preliminary structural analysis and design, including minutes of meetings with the concerned personnel and representatives of Aathbiskot municipality.

2.5.2 Draft Report:

Draft report shall contain all the working drawings (structural, electrical, acoustic, water supply, sanitary, storm water drainage), geotechnical investigation report and relevant details including design calculation. The consultant should submit two sets of the report



1 month after acceptance of Inception report. This report is to be presented in Aathbiskot rural municipality in presence of professional and concerned officials comprising experts for discussion, comments and suggestions. Date and time of presentation shall be mutually finalized by Aathbiskot municipality and the Consultant.

2.5.3 Final Report:

The final report should incorporate comments and suggestions on the draft report. The consultant should also submit two sets of CDs with final report including aforementioned drawings. The final report should be submitted in two sets **One months after the acceptance of draft final report.** The consultant should also produce other relevant reports to the Aathbiskot municipality as and when necessary.

2.1 TIME SCHEDULE

If not indicated otherwise in the contract documents the consultant shall complete the assigned works as per the following schedule:

- (i) Inception Report within 30 days started from the date of signing of the Agreement.
- (ii) Field Report & Preliminary Design Report within 45 days started from the date of signing of the Agreement.
- (ii) Draft Report within 60 days started from the date of signing of the Agreement.
- (iii) Final Report within 15 days after receiving Project's Comments and suggestions on the draft report.

4.1 WORKING TEAM

Annex: Information to Consultants 5.3

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

S.N	Evaluation Basis	Marks/ Points	
1	Specific experience of the consultants related to the assignment (Last Seven years)	10	
i	1 Marks for 1 assignment for Administrative Building/Conference Hall/View Tower/Museum Block /school/ Stadium Block	5	
ii	0.5 marks for 1 assignment of ward Building/Prife building/	5	
iii	No relevant assignments	0	
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (ToR)	30	
2.1	Work Plan	Very Good	10
	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference and CPM or	Good	7
		Otherwise	0



	Bar chart with milestones in sequential way :10		
2.2	Methodology	Very Good	10
	Description of details methodology of carrying out survey, design and comments inclusion procedure on draft report: 10	Good	7
		Otherwise	0
2.3	Understanding of subject matter with comments on ToR: 10	Fully understood	10
		Fairly understood	7
		Otherwise	0
3	Qualifications and competence of the key staff for the Assignment	45	
3.1	Structure/Design Engineer (Team Leader)	10	
3.1.1	General Qualification	5	
i	MSc in Structure Engineering or equivalent +5 yrs. or more experience	5	
ii	MSc in Structure/Brdige Engineering or equivalent + 3-5 yrs experience	3	
iii	Otherwise	0	
3.1.2	Specific Experience	5	
I	Involved in 5 or more assignments of Building	5	
Ii	Involved in 3-4 assignments of Building	3	
Iii	Otherwise	0	
3.2	Architect/Urban Planner	10	
3.2.1	General Qualification	5	
i	MSc in Urban planner or equivalent +5 yrs. or more experience/Bachelor degree in Architect with more than 7 yrs experience	5	
ii	Bachelor degree in Architect or equivalent minimum 5 yrs experience	3	
iii	Otherwise	0	
3.2.2	Specific Experience	5	
I	Involved in 5 or more assignments of Building	5	
Ii	Involved in 3-4 assignments of Building	3	
Iii	Otherwise	0	
3.3	Geo-Tech Engineer / Engineering Geologist	5	
3.3.1	General Qualification	3	
I	MSc in Geo-tech Engineering or Geology or equivalent	3	



	+ 5 yrs or more experience	
ii	MSc in Geo-tech Engineering or Geology or equivalent + 3-5 yrs experience	2
iii	Otherwise	0
3.3.2	Specific Experience	2
I	Involved in 3 or more assignments of Building	2
ii	Involved in 1-2 assignments of Building	1
iii	Otherwise	0
3.4	Sanitary Engineer	5
3.4.1	General Qualification	3
I	Bachelor Degree in Civil Engineering with more than 3 yrs experience	3
ii	Bachelor Degree in Civil Engineering 2-3 yrs	2
iii	Otherwise	0
3.4.2	Specific Experience	2
I	Involved in 3 or more assignments of Building	2
ii	Involved in 1-2 assignments of Building	1
iii	Otherwise	0
3.5	Civil Engineer	5
3.5.1	General Qualification	3
I	BE in Civil Engineering or equivalent + 3 yrs. or more experience	3
ii	BE in Civil Engineering or equivalent + 1 yrs experience	1
iii	Otherwise	0
3.5.2	Specific Experience	2
I	Involved in 3 or more assignments of Building	2
ii	Involved in 1-2 assignments of Building	1
iii	Otherwise	0
3.6	Electrical Engineer	5
3.6.1	General Qualification	3
I	BE in Electrical Engineering or equivalent + 3 yrs. or more experience	3
ii	BE in Electrical Engineering or equivalent + 1 yrs experience	1
iii	Otherwise	0
3.6.2	Specific Experience	2
I	Involved in 3 or more assignments of Building	2



ii	Involved in 1-2 assignments of Building	1
iii	Otherwise	0
3.7	Senior Surveyor	5
3.7.1	General Qualification	2
i	Bachelor in Geomatics Engineering with minimum 1 yrs/Diploma in Civil/Survey Engineering or equivalent + 5 yrs or more experience	2
ii	Diploma in Civil/Survey Engineering or equivalent + 3 yrs experience	1
iii	Otherwise	0
3.7.2	Specific Experience	3
i	Involved in 3 or more assignments of Building/Bridge/Road survey	3
ii	Involved in 1-2 assignments of Building/Bridge/Road survey	2
iii	Otherwise	0
4.0	Technology Transfer and Training	5
	The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.	5
I	Significant description with charts/diagram/figures	5
ii	Moderate with standard method of description	3
iii	General	1
iv	Otherwise	0
5.0	Equipments	10
1	2.5 marks for 1 Total Station	2.5
2	0.5 mark for 1 GPS	0.5
3	Soil Test Machine (Rotary Driller)	7
Note 1: The VAT bill must be issued in the name of Company & the bill must be submitted with the proposal otherwise marks will be considered as Zero (Hiring of equipment's will not be considered)		
Note 2: Certificate of the Key personal must be submitted with their mob no. & E-mail ID otherwise the marks will be considered as Zero		



3 TECHNICAL PROPOSAL – STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.



3A. Technical Proposal Submission Form (Sample)

Date:-

To,
Administrative Chief
Aathbiskot Municipality
Office of the Municipal Executive
Rukum (West), Karnali Province

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for “**Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building and Ward Building**” inin accordance with your Request for Proposal datedand our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:



3B. Consultant's References

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

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

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

Consultant's Name: _____

Notes:

1. Please provide the documentary evidence (e.g. completion certificate) clearly showing the name of the job/service, value of service and completion date. Any information without such evidence shall not be entertained.
2. Detailed Survey and Design, Design Review and Feasibility Study of building are considered relevant to the proposed job.



3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client
On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.



3D. Description of the Methodology and Work Plan for Performing the Assignment



3E. Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task



3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

If the staff is permanently employed:

Name of the employing firm:

Date of employment:

Note: Please attach evidence of employment (e.g. Appointment letter, Payment/Salary record, Partnership Agreement, etc.). A personal without such evidence shall not be considered as permanently employed

Engineering Council Membership No. (if applicable):

Contact address / telephone / email :

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I will be available for the proposed job if it is awarded to the firm submitting my bio-data.

[Signature of staff member and authorized representative of the consultant] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____



3G. Time Schedule for Professional Personnel

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months	
			1	2	3	4	5	6	7	8	9	10	11	12		
																Subtotal (1)
																Subtotal (2)
																Subtotal (3)
																Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____



3H. Activity (Work) Schedule

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2 nd	3rd	4th	5th	6 th	7th	8th	9th	10th	11 ^t h	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	



4 FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.



4A. Financial Proposal Submission

[Location, Date]

To,
Administrative Chief
Aathbiskot Municipality
Office of the Municipal Executive
Rukum (West), Karnali Province

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for “**Detailed Architectural & Engineering Design of the Project Report (DPR) of Administrative Building & ward Building at Aathbiskot Municipality, Rukum (West)**” As per TOR of Contract No. :for Municipal office in Rukum (West) in accordance with your Request for Proposal dated and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of

.....
[Amount(s) in words and figures].

This amount is inclusive of total taxes except Value Added Tax (VAT), which we have estimated at

.....
[Amount(s) in words and figures].

Our Financial Proposal shall binding upon us and subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal, i. e., [Date]

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:



Aathbiskot Municipality
Office of the Municipal Executive
Rukum (West), Karnali Province

4B. Summary of Cost

BILL OF QUANTITIES

S.N.	Description	Unit	Quantity	Rates		Amount	Remarks
				In Figure	In Words		
1	Mobilizing experts team and Feasibility Study, Detailed Engineering Survey, Soil Investigation, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building	Job					
2	Mobilizing experts team and Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Ward Building	Job					
Sub Total							
VAT @ 13%							
Grand Total							

Authorised Signature:
 Name and title of authorised Person:
 Name and address of firm :
 Date:
 Seal:



4C. Breakdown of price per activity.
N/A

4D. Breakdown of remuneration per activity.
N/A

4E. Reimbursable per activity.
N/A

4F. Miscellaneous expenses.
N/A



5 SAMPLE FORM OF CONTRACT

THIS CONTRACT “Feasibility Study, Detailed Engineering Survey, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Administrative Building and Ward Building” is entered into thisdate, by and between (“the Client”) having its principal place of business at Rukum (West), Karnali Province, Nepal and (“the consultant”) having its principal office located at (“location”).

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

Services The Consultant shall perform the services specified in “Terms of Reference and Scope of service,” which is made an integral part of this Contract (“the Services”)

The Consultant shall provide the personal list, “Consultant’s Personal,” to perform the services.

The Consultant shall submit to the Client the reports in the form and within the time periods specified, “Consultant’s Reporting Obligations.”

Term The Consultant shall perform the Service during the period commencing.....

Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant and amount not to exceed NRs. (in words....) with VAT. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The Schedule of payments is specified below:

2. First instalment after the submission of Draft Final Report and Presentation 20
3. Final instalment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR. 80



Project Administration

A. Coordinator.

The Client designates Mr as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptances and approval of the reports and of other deliverables by the Client and for receiving and approving invoice for the payment.

B. Reports.

The reports listed, “Consultant’s Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

Performance Standards

The Consultant undertakes to perform the Service with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under contract that the Client considers unsatisfactory.

Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operation without the prior written consent of the Client.

Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software

Consultants not to be Engaged in Certain Activities

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

Insurances

The Consultants will be responsible for taking out any appropriate insurance coverage.

Assignment

The consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

Law Governing Contract and Language

The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English.

Dispute Resolution

Any Dispute arising out of the Contract, which cannot be amicably settled between the



parties, shall be referred to adjudication/arbitration in accordance with the laws of Nepal.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by:

Signed by:

Title:

Title:.....

WITNESS