

SELECTION OF CONSULTANTS

नि. प्रमुख प्रशासकीय अधिकृत

REQUEST FOR PROPOSALS

Selection of Consulting Services for:

"Preparation of Initial Environmental Examination (IEE) Reports for River bed Material Extraction Sites within Bardagoriya Rural Municipality, Kailal (बर्दगोरिया गाउँपालिका, कैलाली भित्रका नदीजन्य निर्माण सामग्री उत्खनन स्थलहरूको प्रारम्भिक वातावरणीय परीक्षण (IEE) प्रतिवेदन तयारी सम्बन्धी परामर्श सेवा तर्जुमा)"

Contract No: 01/IEE/2083/084

**Office Name: Bardagoriya Rural Municipality
Office of Rural Municipal Executive**

**Office Address: Muda, Kailali
Sudur Pashchhim Province, Nepal**

Financing Agency: Bardagoriya Rural Municipality

Issued on: Bhadra 2083 (Aug 2026)



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PART I

Section 1. Letter of Invitation

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Dear Mr./Ms.: -Relevant Short Listed Firm

Bardagoriya Rural Municipality has allocated fund toward the cost of "Preparation of Initial Environmental Examination (IEE) Reports for River bed Material Extraction Sites within Bardagoriya Rural Municipality, Kailali" and 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"): "Preparation of Initial Environmental Examination (IEE) Reports for River bed Material Extraction Sites within Bardagoriya Rural Municipality, Kailali"

1. 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 shortlisted Consultants:
3. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
4. A firm will be selected under QCBS method and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 - GoN/DP's Policy - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
6. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,
Chief

Bardagoriya Rural Municipality
Office of Rural Municipal Executive, Munda Kailali

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.
- (d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.
- (e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h). "Day" means a calendar day.
- (i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.
- (j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k). "Government" means the government of the Nepal.
- (l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all

	information needed to prepare their Proposals. (o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. (p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. (r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP. (s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP. (t). "Services" means the work to be performed by the Consultant pursuant to the Contract. (u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract. (v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. 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. Conflict of Interest	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. 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

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	blacklisting by the Public Procurement Monitoring Office/DP. 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:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as



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	stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
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 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. (c) If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges.
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/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
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 or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award,

	without thereby incurring any liability to the Consultant.
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 written in the English language.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
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 without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	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 of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better

	qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 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. 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 Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. 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.



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	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. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically. 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.

	17.3 A Proposal submitted by a Joint Venture shall be signed by all 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, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Preparation of Periodic Development Plan and Medium-Term Expenditure Framework of Bardagoriya Rural Municipality]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]." 17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]". 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal. 17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	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



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	intent to accept the proposal has been issued to the selected Consultant. 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
19. Opening of Technical Proposals	19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC. 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	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. 20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal.
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



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	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 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.
22. Financial Proposals for QBS	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 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the DP has issued its <i>no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. 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 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	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. Taxes	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	26.1 For the evaluation purposes, prices shall be converted to a single

Single Currency	currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services"

	part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	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. 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
29. Conclusion of Negotiations	29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative. 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.
30. Award of Contract	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. 30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. 30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract. 30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. 30.5 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.
31. Request for	31.1 A consultant, who has been informed that its technical proposal has

**Information/
Complaints**

been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. 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.

In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 0.10 of Financial Proposal with the validity period of at least ninety days from the date of filing of application.

31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.

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

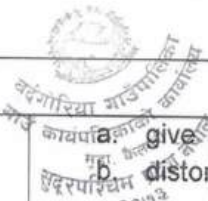
31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.

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. Conduct of
Consultants**

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:



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	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. Blacklisting	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, 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.



E. Data Sheet

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A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: Not Applicable
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client Government of Nepal Bardagoriya Rural Municipality Method of selection: QCBS
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: "Preparation of Initial Environmental Examination (IEE) Reports for River bed Material Extraction Sites within Bardagoriya Rural Municipality, Kailal "
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: Two (2)

6.3.1	A list of debarred firms and individuals is available at the following website www.ppmo.gov.np
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 The Technical Proposal shall contain the following documents: b. Power of Attorney authorizing the person to sign the Proposal. c. Proof of Legal Status and Eligibility of the Consulting Firm. d. TECH-1: Letter of Technical Proposal Submission. e. TECH-2: Consultant's Organization and Experience. f. TECH-3: Comments and Suggestions on the Terms of Reference and Counterpart Staff and Facilities. g. TECH-4: Description of Approach, Methodology and Work Plan. h. TECH-5: Work Schedule and Planning for Deliverables. i. TECH-6: Team Composition, Assignment and Key Experts' Inputs. j. TECH-7: Curriculum Vitae (CV) of Proposed Professional Staff. k. Valid Firm/Company Registration Certificate. l. Valid Business Registration/Renewal Certificate. m. Tax Clearance Certificate for Fiscal Year 2082/083 B.S. n. VAT Registration Certificate (PAN/VAT), if applicable. o. Any other supporting documents demonstrating the firm's qualifications, eligibility, and relevant experience as required in the RFP. 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by: p. Certificate of incorporation.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one

	Proposal is permissible: No
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment : No
13.1	Clarifications may be requested no later than 7 (Seven) days prior to the submission deadline. The contact information for requesting clarifications is: Government of Nepal Bardagoriya Rural Municipality, Office of Rural Municipal Executive, Muda Kailali
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 international Key Experts' time-input: Not Applicable Estimated input of national Key Experts' time-input: As mentioned in ToR
14.1.3 for time- based contracts only	Not Applicable
16.1	Not Applicable
16.2	A price adjustment provision applies to remuneration rates: No
16.3	"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np ."
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.



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The Financial Proposal should state local costs in Nepalese Rupees

C. Submission, Opening and Evaluation

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 (b) Financial Proposal: one (1) original.																		
17.8	The Proposals must be received at the address below no later than: Date: As per RFP letter Time: As per RFP letter The Proposal submission address is: Office of the Rural Municipal Executive Bardagoriya Rural Municipality Muda, Kailali Sudur Pashchhim Province, Nepal																		
19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Government of Nepal Bardagoriya Rural Municipality Date: As per RFP Letter Time: As per RFP letter																		
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party.																		
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: (Relevant to PPR 2064, Rule 71 (6)) <table><tr><th>S.N.</th><th>Particulars</th><th>Marks Allocated</th></tr><tr><td>1.</td><td>Experience of the Firm</td><td>25</td></tr><tr><td>2.</td><td>Methodology of Service Delivery</td><td>25</td></tr><tr><td>3</td><td>Technology Transfer</td><td>5</td></tr><tr><td>4</td><td>Professional Key Personnel</td><td>45</td></tr><tr><td></td><td>Total</td><td>100</td></tr></table> Details of Marks Distribution Maximum Marks : As per ToR / Technical Evaluation Sheet Methodology of Service Delivery Marks 25	S.N.	Particulars	Marks Allocated	1.	Experience of the Firm	25	2.	Methodology of Service Delivery	25	3	Technology Transfer	5	4	Professional Key Personnel	45		Total	100
S.N.	Particulars	Marks Allocated																	
1.	Experience of the Firm	25																	
2.	Methodology of Service Delivery	25																	
3	Technology Transfer	5																	
4	Professional Key Personnel	45																	
	Total	100																	

	Total Points/ Marks/Score: 100 The minimum technical score (St) required to pass is 60 Points / Marks Evaluation shall be done as per PPR 2064, Rule 81 and
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 Not Applicable The official source of the selling (exchange) rate is: Not Applicable The date of the exchange rate is: Not Applicable
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: as per PPR 2064, Rule 71 (4) (ka) 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	
28.1	Expected date and address for contract negotiations: Date: To be informed later Address: Bardagoriya Rural Municipality Office of Rural Municipal Executive Chaurikharka, Solukhumbu
30.4	Expected date for the commencement of the Services:



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	Date: 1 days from agreement date
31.1	NA
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np



Section 3. Technical Proposal – Standard Forms

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

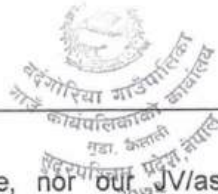
{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or,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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.



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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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



FORM TECH-2

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CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

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



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

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

Consultant's Name: _____



FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

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

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



FORM TECH-5

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WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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



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

N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3		D-...		Home	Field	Total
KEY EXPERTS												
International												
K-1	(e.g., Mr. Abbbb, PAK, 15.06.1954)	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]					
K-2	(e.g., Mr. Xxyyy, USA, 20.04.1969)		[Field]	[0.5 m]	[2.5]	[0]						
K-3												
National												
n												
Subtotal												
NON-KEY EXPERTS												
N-1			[Home]									
N-2			[Field]									
n												
Subtotal												
Total												

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.



FORM TECH-3

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

-
- 2 Months are counted from the start of the assignment/mobilization. 3 "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.

 Full time input
 Part time input



FORM TECH-7

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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


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 पश्चिमाञ्चल प्रदेश, नेपाल

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

Certification:

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

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

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

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

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

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

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

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

[Signature of expert] Date: _____
 Day/Month/Year

[Signature of authorized representative of the firm] Date: _____
 Day/Month/Year

Full name of authorized representative:



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Section 4 Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs



FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

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To: [Name and address of Client]

{Location, Date}

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

FORM FIN-2 SUMMARY OF COSTS

Section 5. Eligible Countries

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

For the purpose of National shortlisting: **"Nepal"**;

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Section 6. Corrupt and Fraudulent Practices

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

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

SECTION 7. TERMS OF REFERENCE (ToR)

Consulting Service:- Preparation of Initial Environmental Examination (IEE) Reports for Riverbed Material Extraction Sites within Bardagoriya Rural Municipality, Kailali.

**CHAPTER 1
INTRODUCTION**

1.1 Background

Bardagoriya Rural Municipality is one of the local government units of Kailali District in Sudurpashchim Province, Nepal. Established under the federal restructuring of local governments in 2017, the Rural Municipality comprises six (6) wards and covers a geographical area of approximately **77.30 square kilometers**. The Municipality is situated about **65 km east of Dhangadhi**, the provincial headquarters, and is strategically located within the fertile Terai region of western Nepal.

The Rural Municipality is bounded by Mohanyal Rural Municipality to the north, Lamki Chuha Municipality to the east, Joshipur Rural Municipality to the south, and Ghodaghodi Municipality to the west. Its location within the Chure-Terai River system makes it rich in natural riverbed resources that are transported and deposited through perennial and seasonal watercourses.

Several rivers and seasonal streams traverse the Municipality, forming important natural drainage systems and serving as sources of construction materials. The major rivers include the **Patharaiya River, Kandra (Kanda) River, and Kadha River**, together with a number of seasonal streams that carry naturally deposited sand, gravel, cobbles and boulders. These riverbed materials constitute valuable natural resources that support local infrastructure development and contribute significantly to the Municipality's internal revenue through regulated extraction.

In recent years, the demand for construction materials has increased substantially due to the expansion of public infrastructure projects, urban development and private construction activities. Although riverbed materials are valuable natural resources, their extraction without proper planning and environmental safeguards may result in adverse impacts such as riverbank erosion, alteration of river morphology, degradation of aquatic habitats, increased flood risks, damage to public infrastructure, loss of agricultural land and disturbances to nearby communities. Therefore, riverbed material extraction must be undertaken in a scientifically planned and environmentally responsible manner.

In accordance with the prevailing environmental legislation of Nepal, proposed riverbed material extraction activities are required to undergo an Initial Environmental Examination (IEE) prior to implementation. The IEE provides the basis for identifying potential environmental and social impacts, determining environmentally acceptable extraction limits,

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recommending appropriate mitigation measures, and establishing environmental monitoring requirements to ensure the sustainable management of riverbed resources.

Recognizing the need for environmentally sound utilization of riverbed materials while balancing environmental conservation and local economic development, Bardagoriya Rural Municipality intends to engage a qualified consulting firm to prepare Initial Environmental Examination (IEE) Reports for designated riverbed material extraction sites within its jurisdiction. The study will provide the technical and environmental basis for informed decision-making, regulatory approval and sustainable management of riverbed material extraction activities in accordance with the prevailing laws, regulations and guidelines of the Government of Nepal.

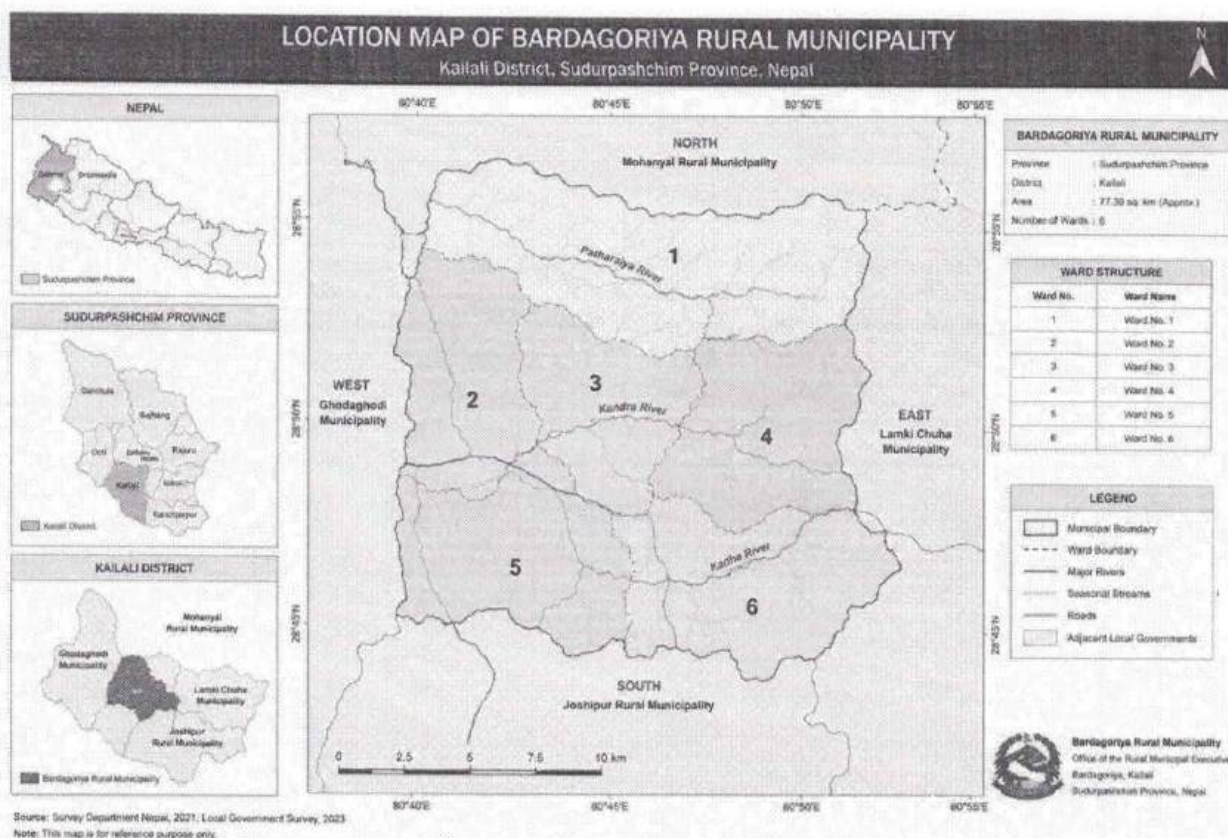


Fig. 1.1 Location Map and Study Area of Consulting Service



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1.2 Service Description

The consulting service involves the preparation of Initial Environmental Examination (IEE) Reports for selected riverbed material extraction sites within Bardagoriya Rural Municipality. The assignment covers rivers and seasonal streams previously identified by the pre IEE reports and has the potential for the extraction of construction materials such as sand, gravel, cobbles, boulders and other naturally deposited aggregates.

The consultant shall undertake the necessary field investigations, consultations and technical assessments required to evaluate the environmental suitability of each proposed extraction site. The study shall provide sufficient information to support informed decision-making regarding the location, extent and conditions of extraction while ensuring compliance with applicable environmental laws and promoting sustainable management of riverbed resources.

The study is expected to provide, for each proposed extraction site, information including but not limited to:

- Clear name and exact location of the proposed extraction site;
- Geographic coordinates (Latitude and Longitude);
- River or stream characteristics, including approximate river width, flow condition and channel alignment;
- Proposed extraction area, length, width and depth;
- Estimated quantity of extractable construction materials;
- Distance from nearby settlements, roads, bridges, irrigation canals, drinking water sources and other permanent structures;
- Identification of environmentally and socially sensitive locations;
- Assessment of potential environmental and social impacts resulting from extraction and transportation activities;
- Site-specific mitigation measures for extraction sites and transportation routes;
- Recommended extraction period, operational conditions and environmental safeguards in accordance with prevailing laws; and
- Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMoP) for implementation during the extraction period.

The completed IEE Reports shall serve as the technical and environmental basis for obtaining approval from the competent authority and for regulating riverbed material extraction within Bardagoriya Rural Municipality.

1.3 Legal and Institutional Framework

The consulting service shall be carried out in accordance with the prevailing laws, regulations, policies and guidelines of the Government of Nepal governing environmental assessment, natural resource management and public procurement.


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The consultant shall ensure that the assignment complies with, but is not limited to, the following legal and institutional instruments:

- Constitution of Nepal;
- Environment Protection Act, 2076 (2019);
- Environment Protection Rules, 2077 (2020);
- Local Government Operation Act, 2074;
- Public Procurement Act, 2063;
- Public Procurement Regulations, 2064;
- Forest Act, 2076 and related regulations, where applicable;
- Water Resources Act and applicable regulations;
- Relevant standards, directives, procedures and guidelines issued by the Government of Nepal concerning riverbed material extraction and environmental management; and
- Any other prevailing laws, regulations or directives applicable to the assignment.

Where any legal provision is amended during the contract period, the consultant shall comply with the prevailing provisions after consultation with the Client.

1.4 Rationale of the Assignment

Riverbed construction materials are an important natural resource that supports local infrastructure development and contributes to municipal revenue. However, extraction activities undertaken without adequate environmental assessment and proper management may lead to riverbank erosion, alteration of river channels, localized flooding, damage to public infrastructure, environmental degradation and adverse impacts on nearby communities.

The purpose of this assignment is to provide Bardagoriya Rural Municipality with sufficient technical, environmental and social information to determine whether the proposed extraction sites are environmentally suitable and, if so, under what conditions extraction may be carried out.

The assignment will identify suitable extraction locations, estimate the quantity of extractable materials, assess potential impacts on rivers, infrastructure and nearby communities, and recommend practical mitigation and monitoring measures. Based on the findings of the IEE, the Municipality will be able to establish appropriate extraction limits, operational conditions and environmental safeguards for each site in accordance with prevailing laws and good environmental practices.

The outputs of this assignment will support environmentally responsible utilization of riverbed materials while protecting river systems, public infrastructure, natural resources and the interests of local communities.



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CHAPTER 2

OBJECTIVES OF THE ASSIGNMENT

2.1 General Objective

The overall objective of this assignment is to prepare Initial Environmental Examination (IEE) Reports for the proposed riverbed material extraction sites within Bardagoriya Rural Municipality in accordance with the prevailing environmental laws, regulations and guidelines of the Government of Nepal. The IEE Reports shall provide sufficient technical, environmental and social information to support environmentally sound decision-making for the sustainable extraction and management of riverbed construction materials.

2.2 Specific Objectives

The specific objectives of the assignment are to:

- Identify and verify the proposed riverbed material extraction sites and document their geographical location, administrative location and existing site conditions.
- Assess the existing physical, biological and socio-economic environment of the proposed extraction sites and their surrounding areas.
- Determine the characteristics of each proposed extraction site, including river condition, approximate river width, extraction area, proposed extraction length, width and depth, and estimate the quantity of extractable construction materials.
- Assess the potential environmental and social impacts that may arise from riverbed material extraction, transportation and associated activities, with particular consideration to nearby settlements, agricultural land, roads, bridges, irrigation canals, drinking water sources and other public infrastructure.
- Identify environmentally sensitive areas and assess the potential risks of riverbank instability, localized flooding, erosion or other adverse impacts that may result from the proposed extraction activities.
- Recommend practical, site-specific mitigation measures and environmental safeguards to minimize or avoid adverse impacts during extraction, transportation and post-extraction site management.
- Recommend suitable operational conditions for riverbed material extraction, including extraction boundaries, permissible extraction depth, extraction period, seasonal restrictions, transportation requirements and other environmental protection measures in accordance with prevailing laws and good environmental practices.

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h. Prepare an Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMoP) specifying mitigation measures, monitoring indicators, responsible agencies and implementation arrangements for each proposed extraction site.

i. Prepare GIS-based maps, site plans, photographs and other supporting documents necessary for the preparation of the IEE Reports.

j. Prepare and submit Draft and Final Initial Environmental Examination (IEE) Reports in accordance with the requirements of the Environment Protection Act, 2076, Environment Protection Rules, 2077 and other applicable laws, and provide technical support to the Municipality during the review and approval process.

CHAPTER 3

SCOPE OF SERVICES

The Consultant shall perform all professional services necessary for the preparation of Initial Environmental Examination (IEE) Reports for the proposed riverbed material extraction sites within Bardagoriya Rural Municipality in accordance with the applicable laws, regulations and guidelines of the Government of Nepal.

The scope of the consulting services shall include, but not necessarily be limited to, the following:

3.1 Review of Existing Information

The Consultant shall collect and review all available information relevant to the assignment, including:

- Existing maps and topographical information;
- Previous studies and reports, if available;
- Municipal records related to riverbed material extraction;
- Applicable Acts, Rules, Directives and Guidelines;
- Relevant environmental and engineering standards.

The Consultant shall identify any information gaps that require field verification.

3.2 Identification and Verification of Proposed Extraction Sites

The Consultant shall identify and verify each proposed riverbed material extraction site through field visits.

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For each proposed site, the Consultant shall provide:

- Name of river or stream;
- Name of extraction location;
- Ward number;
- Latitude and Longitude;
- Accessibility;
- Site photographs;
- Location map.

3.3 Site Assessment

The Consultant shall assess the existing condition of each proposed extraction site and document, at a minimum:

- River alignment and general flow condition;
- Approximate river width;
- Proposed extraction area;
- Proposed extraction length;
- Proposed extraction width;
- Proposed extraction depth;
- Existing riverbed condition;
- General characteristics of construction materials available;
- Estimated quantity of extractable construction materials.

Where necessary, the Consultant shall recommend modifications to the proposed extraction area to minimize environmental impacts.

3.4 Assessment of Environmental and Social Conditions

The Consultant shall assess the existing environmental and social conditions of the proposed extraction sites and surrounding areas, including:

Physical Environment

- Topography;
- River characteristics;
- Soil condition;
- Existing erosion or deposition;
- Surface water condition.

Biological Environment

- 
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- Vegetation;
 - Aquatic environment;
 - Forest areas, if any;

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Environmentally sensitive habitats.

Socio-economic Environment

- Settlements;
- Agricultural land;
- Public facilities;
- Existing land use;
- Livelihood activities associated with the river.

3.5 Assessment of Nearby Infrastructure

The Consultant shall identify permanent structures and public infrastructure that may be affected by extraction activities.

The assessment shall include, where applicable:

- Residential areas;
- Schools;
- Health facilities;
- Religious and cultural sites;
- Roads;
- Bridges;
- Culverts;
- Irrigation canals;
- Drinking water sources;
- Electric transmission lines;
- Other public utilities.

The report shall indicate the approximate distance between the proposed extraction site and each identified infrastructure.

3.6 Assessment of Transportation Routes

The Consultant shall identify the proposed transportation routes for extracted materials and assess their suitability.

The assessment shall include:

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- Existing road condition;
 - Potential dust generation;
 - Traffic safety;
 - Noise impacts;
 - Possible impacts on roadside settlements;
 - Safety concerns during transportation.

Where necessary, the Consultant shall recommend appropriate traffic management and environmental protection measures.

3.7 Assessment of Environmental and Social Impacts

The Consultant shall identify and assess the potential impacts associated with:

- Riverbed material extraction;
- Loading and unloading;
- Transportation of materials;
- Storage of extracted materials.

The assessment shall consider possible impacts on:

- River stability;
- Riverbanks;
- Flood behaviour;
- Nearby communities;
- Agricultural land;
- Public infrastructure;
- Surface water;
- Public health and safety.

3.8 Mitigation Measures

Based on the assessment, the Consultant shall recommend practical and site-specific mitigation measures.

The recommendations shall include measures relating to:

At Extraction Site

- Safe extraction depth;
- Extraction boundaries;
- Riverbank protection;
- Prevention of unauthorized extraction;



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During Transportation

- Covering of transported materials;
- Dust suppression;
- Vehicle speed control;
- Prevention of overloading;
- Road safety;
- Cleaning of spilled materials.

Environmental Protection

- Rehabilitation of disturbed areas;
- Waste management;
- Protection of nearby settlements and infrastructure;
- Monitoring of extraction activities.

3.9 Environmental Management and Monitoring Plan

The Consultant shall prepare an Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMoP).

The plans shall include:

- Identified impacts;
- Mitigation measures;
- Monitoring indicators;
- Monitoring frequency;
- Responsible agencies;
- Estimated implementation cost.

3.10 Recommendations for Sustainable Extraction

Based on the findings of the study, the Consultant shall recommend, for each proposed extraction site:

- Suitability of the site for extraction;
- Recommended extraction area;
- Estimated extractable quantity;
- Recommended extraction depth;
- Permissible extraction period;

- 
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- Operational conditions;
• Environmental safeguards;
• Monitoring requirements;
• Areas, if any, that should be excluded from extraction.
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3.11 Preparation and Submission of IEE Reports

The Consultant shall prepare Draft and Final Initial Environmental Examination (IEE) Reports in accordance with the Environment Protection Act, 2076, Environment Protection Rules, 2077 and other applicable laws.

The Consultant shall revise the Draft IEE Report based on comments received from the Client and the concerned authority and submit the Final IEE Report together with all supporting documents.

The Consultant shall provide technical support to the Client during the review and approval process until the assignment is completed.

CHAPTER 4

METHODOLOGY

4.1 General

The Consultant shall adopt an appropriate and systematic methodology for carrying out the assignment. The proposed methodology shall demonstrate a clear understanding of the objectives, scope of services and expected outputs of the assignment and shall comply with the applicable laws, regulations and guidelines of the Government of Nepal.

The Consultant shall be fully responsible for selecting suitable approaches, techniques and tools required to complete the assignment and shall ensure that the methodology produces accurate, reliable and practical outputs for decision-making.

4.2 Methodological Requirements

The Consultant shall submit a detailed methodology as part of the Technical Proposal. The methodology shall, at a minimum, address the following:

a. Understanding of the Assignment

The Consultant shall demonstrate a clear understanding of:

- 
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- The objectives of the assignment;
 - The scope of services;
 - The expected outputs;
 - Environmental and social issues associated with riverbed material extraction;
 - Applicable legal and regulatory requirements.

b. Technical Approach

The Consultant shall describe the proposed approach for carrying out the assignment, including:

- Collection and review of existing information;
- Field verification of proposed extraction sites;
- Environmental and social assessment;
- Quantity estimation of construction materials;
- Assessment of nearby settlements and infrastructure;
- Identification of environmental impacts;
- Development of mitigation measures;
- Preparation of Environmental Management and Monitoring Plans;
- Preparation of Draft and Final IEE Reports.

c. Field Investigation

The methodology shall describe the proposed field investigation programme, including:

- Site reconnaissance;
- Collection of field information;
- Verification of extraction sites;
- Documentation through maps, photographs and geographic coordinates;
- Consultation with relevant stakeholders, where required.

The Consultant shall ensure that sufficient field information is collected to support the findings and recommendations presented in the IEE Report.

d. Stakeholder Consultation

The Consultant shall describe the proposed consultation process with relevant stakeholders, including local communities, elected representatives, municipal officials and other concerned agencies, as required under the prevailing environmental legislation.

The consultation process shall ensure that the concerns and suggestions of stakeholders are appropriately documented and considered in the preparation of the IEE Report.

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e. Work Plan and Staffing Schedule

The Consultant shall submit a detailed work plan indicating:

- Major activities;
- Sequence of activities;
- Time schedule;
- Mobilization of key professionals;
- Field investigation schedule;
- Report preparation schedule; and
- Submission of deliverables.

The staffing schedule shall clearly indicate the level of involvement of each key professional throughout the assignment.

f. Quality Assurance

The Consultant shall establish appropriate quality assurance measures to ensure the accuracy, consistency and completeness of all data, analyses, maps, calculations and reports prepared under the assignment.

The Consultant shall be solely responsible for the quality of all technical outputs and shall rectify any deficiencies identified by the Client during the contract period without additional cost.

4.3 Compliance with the Terms of Reference

The Consultant's methodology shall be fully consistent with the requirements set out in this Terms of Reference. Any innovative approach or additional value-added activity proposed by the Consultant may be included, provided that it contributes to achieving the objectives of the assignment and does not alter the minimum scope of services specified by the Client.

CHAPTER 5

TEAM COMPOSITION, QUALIFICATION AND RESPONSIBILITIES

5.1 General

The Consultant shall mobilize a multidisciplinary team of qualified and experienced professionals to successfully carry out the assignment. The proposed team shall possess the technical expertise necessary to undertake environmental, engineering, geological, hydrological, GIS and social assessments required for the preparation of the Initial Environmental Examination (IEE) Reports.

All key professionals shall remain available throughout the assignment as required by the approved work plan. Replacement of any key professional shall not be permitted without the prior written approval of the Client. Any replacement shall have qualifications and experience equal to or higher than those of the originally proposed expert.

5.2 Team Composition

The Consultant shall, at a minimum, mobilize the following key professionals:

S.N.	Position	Minimum Qualification	Preferred Experience
1	Team Leader / Environmental Specialist	Master's Degree in Environmental Science, Environmental Engineering, Natural Resource Management or equivalent	10 years or more years of relevant professional experience in environmental assessment and preparation of IEE/EIA reports or other relevant field .
2	Civil Engineer	Bachelor's Degree in Civil Engineering (Registered with Nepal Engineering Council)	7 or more years of relevant professional experience in civil engineering, quantity estimation, river engineering, infrastructure assessment or similar assignments or other relevant field .
3	Geologist / Engineering Geologist	Bachelor's Degree in Geology, Engineering Geology, Mining Engineering or equivalent	5 or more years of relevant professional experience in geological investigations, riverbed materials or similar assignments or other relevant field .
4	Hydrologist / Water Resources Engineer	Bachelor's Degree in Water Resources Engineering, Hydrology or equivalent (Registered with Nepal Engineering Council where applicable)	5 or more years of relevant professional experience in hydrology, river studies or water resources management or other relevant field .


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गण्डकी प्रदेश सरकार

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5	GIS / Remote Sensing Specialist	Bachelor's Degree in GIS, Geomatics, Survey Engineering or equivalent	5 or more years of relevant professional experience in GIS mapping, GPS survey and spatial data preparation or other relevant field .
6	Sociologist / Social Development Specialist	Bachelor's Degree in Sociology, Anthropology, Rural Development or equivalent	5 or more years of relevant professional experience in socio-economic surveys, stakeholder consultation and social impact assessment or other relevant field .

5.3 Roles and Responsibilities of Key Professionals

5.3.1 Team Leader / Environmental Specialist

The Team Leader shall be responsible for the overall management and coordination of the assignment and shall ensure the timely completion of all activities.

The Team Leader shall:

- Lead and coordinate the multidisciplinary consulting team;
- Review all available information relevant to the assignment;
- Plan and supervise field investigations;
- Ensure compliance with applicable environmental legislation;
- Coordinate environmental and social assessments;
- Lead the preparation of the Draft and Final IEE Reports;
- Ensure quality control of all reports and technical outputs;
- Present study findings to the Municipality and other concerned stakeholders; and
- Provide technical support during the review and approval process.

5.3.2 Civil Engineer

The Civil Engineer shall be responsible for engineering aspects related to the proposed extraction sites.

The Civil Engineer shall:

- Assess the physical characteristics of the proposed extraction sites;
- Determine the proposed extraction area, length, width and depth;
- Estimate the quantity of extractable construction materials;
- Assess potential impacts on roads, bridges, culverts and other public infrastructure;
- Assess transportation routes for extracted materials;

- नि.प्रमुख प्रशासकीय अधिकृत
- Recommend engineering measures to minimize impacts during extraction and transportation;
 - Assist in the preparation of site plans and technical drawings; and
 - Provide technical inputs for mitigation measures and Environmental Management Plan.

5.3.3 Geologist / Engineering Geologist

The Geologist shall be responsible for assessing the geological characteristics of the proposed extraction sites.

The Geologist shall:

- Assess the general geological condition of each extraction site;
- Identify the characteristics of riverbed construction materials;
- Assess riverbank condition and stability;
- Identify any geological constraints affecting extraction;
- Recommend suitable extraction locations based on site conditions; and
- Provide technical inputs for sustainable extraction recommendations.

5.3.4 Hydrologist / Water Resources Engineer

The Hydrologist shall be responsible for assessing river and flow characteristics.

The Hydrologist shall:

- Assess river flow characteristics;
- Estimate river discharge using appropriate methods;
- Assess the potential impacts of extraction on river flow and localized flooding;
- Recommend environmentally appropriate extraction conditions;
- Provide technical inputs on river stability and water-related impacts; and
- Assist in preparing mitigation and monitoring measures related to river systems.

5.3.5 GIS / Remote Sensing Specialist

The GIS Specialist shall be responsible for spatial data collection and mapping.

The GIS Specialist shall:

- Record GPS coordinates of proposed extraction sites;
- Prepare location maps and site maps;
- Prepare GIS-based thematic maps required for the IEE Report;



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- Delineate proposed extraction area;
 - Prepare digital spatial datasets for submission to the Municipality; and
 - Support preparation of figures, plans and graphical outputs.

5.3.6 Sociologist / Social Development Specialist

The Sociologist shall be responsible for social assessment and stakeholder consultation.

The Sociologist shall:

- Conduct socio-economic assessment of the project area;
- Identify nearby settlements and socially sensitive locations;
- Conduct stakeholder consultation as required;
- Assess potential impacts on local communities;
- Recommend measures to minimize social impacts;
- Document consultation proceedings; and
- Provide inputs to the Environmental Management Plan and monitoring framework.

5.4 Support Staff

The Consultant may mobilize additional support personnel such as surveyors, field assistants, enumerators, CAD operators or other technical staff as necessary to successfully complete the assignment. The cost of such personnel shall be deemed to be included in the Consultant's financial proposal.

5.5 Professional Responsibility

The Consultant shall ensure that all key professionals actively participate in the assignment and personally undertake the responsibilities assigned to them. All reports, maps, calculations and technical documents prepared under this assignment shall be reviewed and endorsed by the respective responsible professionals before submission to the Client.

CHAPTER 6

DELIVERABLES AND REPORTING REQUIREMENTS

6.1 General

The Consultant shall prepare and submit all reports and deliverables in accordance with the approved work schedule and the requirements of this Terms of Reference. All reports shall be prepared in English unless otherwise instructed by the Client.

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The Consultant shall ensure that all reports are complete, accurate and of professional quality. Reports shall be prepared in sufficient detail to enable the Client and the concerned approving authority to review the findings and recommendations.

All reports shall be submitted both in hard copy and editable electronic format.

6.2 Deliverables

The Consultant shall submit the following deliverables during the course of the assignment.

6.2.1 Inception Report

The Inception Report in Nepali language shall be submitted within **seven (7) days** from the date of commencement of the contract.

The report shall include, but not be limited to:

- Understanding of the assignment;
- Detailed work plan;
- Assignment methodology;
- Mobilization schedule;
- Staffing schedule;
- Data collection plan;
- Field investigation schedule;
- Stakeholder consultation plan;
- Report preparation schedule; and
- Any issues requiring clarification from the Client.

The Consultant shall commence detailed field investigations only after receiving comments from the Client on the Inception Report.

6.2.2 Field Investigation Report

Upon completion of the field investigations, the Consultant shall submit a Field Investigation Report in Nepali language summarizing the activities carried out and the information collected.

The report shall include:

- Description of field activities;
- Site verification results;
- GPS coordinates of proposed extraction sites;
- Site photographs;

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- Preliminary assessment of environmental and social conditions;
 - Preliminary quantity estimation of construction materials;
 - Maps prepared during field investigations; and
 - Issues identified for further assessment.

6.2.3 Draft Initial Environmental Examination (IEE) Report

Based on the approved methodology and field investigations, the Consultant shall prepare and submit the Draft IEE Report.

The Draft Report in Nepali language shall include all information required under the Environment Protection Act, 2076, Environment Protection Rules, 2077 and other applicable laws, including:

- Executive Summary;
- Introduction;
- Description of the proposed extraction sites;
- Existing environmental and socio-economic conditions;
- Assessment of potential environmental and social impacts;
- Quantity estimation of extractable construction materials;
- Assessment of nearby infrastructure;
- Transportation route assessment;
- Mitigation measures;
- Environmental Management Plan (EMP);
- Environmental Monitoring Plan (EMoP);
- Conclusions and recommendations; and
- Maps, drawings, photographs and appendices.

6.2.4 Presentation of Draft Findings

The Consultant shall present the findings of the Draft IEE Report to Bardagoriya Rural Municipality and other concerned stakeholders, if required.

The presentation shall cover:

- Study methodology;
- Major findings;
- Identified environmental and social impacts;
- Recommended mitigation measures;
- Environmental Management Plan;
- Monitoring Plan;
- Recommendations for sustainable riverbed material extraction.

The Consultant shall incorporate comments and suggestions received during the presentation into the Final IEE Report.

6.2.5 Final Initial Environmental Examination (IEE) Report

The Consultant shall submit the **Final IEE Report in Nepali Language** after incorporating comments received from the Client and other concerned authorities.

The Final Report shall include all revisions made to the Draft Report together with updated maps, figures, tables and annexes.

The Final Report shall be suitable for submission to the concerned authority for environmental approval.

6.3 Submission Requirements

Unless otherwise instructed by the Client, the Consultant shall submit the following:

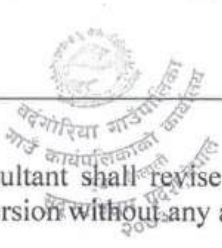
Deliverable	Hard Copies	Soft Copy
Inception Report	3	1
Field Investigation Report	3	1
Draft IEE Report	3	1
Final IEE Report	5	1

The electronic copy shall include:

- Editable MS Word documents;
- PDF version of all reports;
- MS Excel spreadsheets used for calculations;
- GIS files (Shapefile/Geo Package or other compatible formats);
- AutoCAD drawings (if prepared);
- High-resolution photographs;
- GPS coordinate data; and
- Any other digital data generated during the assignment.

6.4 Report Review and Revision

The Client shall review each submitted report and provide comments within a reasonable period.


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The Consultant shall revise the reports based on the comments received and resubmit the revised version without any additional cost to the Client.

Where clarification is required, the Consultant shall provide additional information, analyses or supporting documents as requested by the Client.

6.5 Ownership of Data and Reports

All reports, maps, drawings, GIS data, photographs, field records, calculations and other documents prepared under this assignment shall become the property of Bardagoriya Rural Municipality.

The Consultant shall not reproduce, publish, disclose or use any information obtained during the assignment for purposes other than the execution of this contract without the prior written approval of the Client.

6.6 Quality Assurance

The Consultant shall ensure that every deliverable is reviewed internally before submission.

All reports shall be signed by the Team Leader and the respective responsible professionals. The Consultant shall be responsible for the accuracy, completeness and technical quality of all deliverables submitted under the assignment.

6.7 Final Acceptance

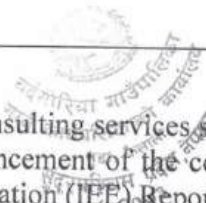
The assignment shall be considered complete only after:

- The Final IEE Report has been accepted by the Client;
- All required maps, GIS data, photographs and supporting documents have been submitted;
- All comments provided by the Client have been satisfactorily addressed; and
- All contractual obligations under the Terms of Reference have been fulfilled.

CHAPTER 7

TIME SCHEDULE AND LEVEL OF EFFORT

7.1 Contract Duration



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The consulting services shall be completed within 30 to 45 calendar days or from the date of commencement of the contract, including the submission of the Final Initial Environmental Examination (IEE) Report and all supporting documents.

The Consultant shall complete the assignment within the agreed contract period and in accordance with the approved work schedule.

7.2 Implementation Schedule

The Consultant shall carry out the assignment in a logical sequence to ensure the timely completion of all activities and deliverables.

An indicative implementation schedule is presented below. The Consultant may refine the schedule in the Technical Proposal, provided that the overall contract period is maintained.

S.N.	Activity	Duration
1	Contract commencement and mobilization	Week 1
2	Submission of Inception Report	Week 1
3	Review of available information	Week 1
4	Field investigations and site verification	Weeks 2
5	Environmental and social assessment	Weeks 2
6	Quantity estimation and technical assessment	Weeks 3
7	Preparation of Draft IEE Report	Weeks 4
8	Presentation of Draft Findings	Week 5
9	Revision based on Client's comments	Week 6
10	Submission of Final IEE Report	Week 7

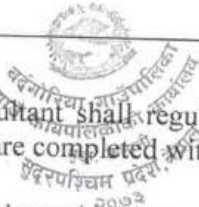
Note: The above schedule is indicative and may be adjusted subject to the approval of the Client.

7.3 Mobilization of Personnel

The Consultant shall mobilize all key professionals in accordance with the approved work plan.

The Team Leader shall ensure that all experts participate in the assignment at the appropriate stages and that adequate professional inputs are provided throughout the contract period. Any replacement of key professionals shall require the prior written approval of the Client.

7.4 Progress Monitoring



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The Consultant shall regularly monitor the progress of the assignment and ensure that all activities are completed within the agreed schedule.

The Consultant shall immediately inform the Client of any circumstances that may affect the implementation schedule and propose appropriate corrective measures.

7.5 Delay in Performance

If the Consultant anticipates any delay in completing the assignment, the Consultant shall promptly notify the Client in writing, stating the reasons for the delay and proposing measures to minimize its impact.

Any extension of the contract period shall be subject to the provisions of the Public Procurement Act, 2063, Public Procurement Regulations, 2064 and the conditions of the Contract.

7.6 Level of Effort

The Consultant shall determine the level of effort required to complete the assignment successfully and shall include all professional inputs, field investigations, stakeholder consultations, office work, report preparation, presentations and revisions necessary to fulfill the objectives of the assignment.

The financial proposal shall include all costs associated with the required professional services, support staff, transportation, field expenses, equipment, office overheads, report preparation and any other incidental expenses necessary for the successful completion of the assignment.

CHAPTER 8

RESPONSIBILITIES OF THE CLIENT AND THE CONSULTANT

8.1 Responsibilities of the Client

Bardagoriya Rural Municipality (hereinafter referred to as the "Client") shall provide reasonable assistance to the Consultant for the successful implementation of the assignment.

The responsibilities of the Client shall include, but not necessarily be limited to, the following:

8.1.1 Contract Administration


The Client shall

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- Appoint a focal person or contract manager for coordination with the Consultant;
- Facilitate communication between the Consultant and concerned stakeholders;
- Monitor the overall progress of the assignment;
- Review reports and provide comments within a reasonable period; and
- Process payments in accordance with the Contract Agreement.

8.1.2 Information and Documents

The Client shall, to the extent available, provide the Consultant with:

- Existing reports and studies related to the assignment;
- Available maps and municipal records;
- Information on proposed extraction sites;
- Relevant municipal plans and documents; and
- Other available information necessary for carrying out the assignment.

The Client shall not be responsible for collecting additional data required for the study.

8.1.3 Facilitation

The Client shall facilitate, where necessary:

- Coordination with Ward Offices;
- Coordination with concerned government agencies;
- Meetings with municipal officials;
- Public consultation programs, where required; and
- Access to project sites, as far as practicable.

8.1.4 Review and Approval

The Client shall:

- Review submitted reports;
- Provide consolidated comments;
- Accept deliverables upon satisfactory completion;
- Facilitate submission of the Final IEE Report to the concerned approving authority, where applicable.

8.2 Responsibilities of the Consultant


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The Consultant shall be fully responsible for carrying out all services described in this Terms of Reference.

The Consultant shall perform the assignment with due diligence, professional competence and in accordance with accepted environmental and engineering practices.

8.2.1 General Responsibilities

The Consultant shall:

- Perform all services specified in the Terms of Reference;
- Mobilize qualified personnel;
- Complete the assignment within the agreed contract period;
- Maintain effective coordination with the Client;
- Comply with all applicable laws and regulations;
- Obtain all necessary field information required for the study; and
- Ensure that all deliverables meet professional standards.

8.2.2 Professional Responsibility

The Consultant shall:

- Exercise reasonable skill, care and diligence;
- Ensure the accuracy of all calculations, analyses and recommendations;
- Maintain quality control throughout the assignment;
- Correct any deficiencies identified by the Client without additional cost; and
- Remain responsible for the technical quality of all submitted reports.

8.2.3 Field Activities

The Consultant shall be responsible for:

- Planning and conducting field investigations;
- Collecting all necessary technical and environmental information;
- Recording GPS coordinates;
- Preparing maps and drawings;
- Conducting stakeholder consultations where required;
- Ensuring occupational health and safety of its personnel during field work.

8.2.4 Compliance with Laws



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The Consultant shall carry out the assignment in accordance with:

- Environment Protection Act, 2076;
- Environment Protection Rules, 2077;
- Public Procurement Act, 2063;
- Public Procurement Regulations, 2064;
- Local Government Operation Act, 2074;
- Applicable standards, directives and guidelines of the Government of Nepal; and
- Any other prevailing laws relevant to the assignment.

8.2.5 Equipment and Logistics

The Consultant shall provide, at its own cost:

- Office facilities;
- Survey equipment;
- GPS devices;
- Computers and software;
- Transportation;
- Communication facilities;
- Field staff;
- Safety equipment; and
- Any other resources necessary for the successful completion of the assignment.

8.2.6 Confidentiality

The Consultant shall treat all information obtained during the assignment as confidential.

No information, report, map, drawing, photograph or data prepared under this assignment shall be disclosed to any third party without the prior written approval of the Client, except where disclosure is required by law.

8.2.7 Ownership of Documents

All reports, drawings, GIS databases, maps, field records, photographs, calculations and other documents prepared under this assignment shall become the property of Bardagoriya Rural Municipality.

The Consultant shall not use or publish such documents without prior written approval from the Client.



8.3 Coordination and Communication

Regular coordination meetings may be held between the Client and the Consultant to review progress, discuss technical issues and resolve implementation challenges.

The Team Leader shall serve as the primary contact person on behalf of the Consultant throughout the assignment.

8.4 Dispute Resolution

Any dispute arising during the implementation of the assignment shall initially be resolved through mutual consultation between the Client and the Consultant.

If the dispute cannot be resolved through consultation, it shall be settled in accordance with the provisions of the Contract Agreement and the prevailing laws of Nepal.

CHAPTER 9

EXPECTED OUTPUTS AND ACCEPTANCE CRITERIA

9.1 Expected Outputs

Upon completion of the assignment, the Consultant shall provide Bardagoriya Rural Municipality with comprehensive and technically sound Initial Environmental Examination (IEE) Reports for the proposed riverbed material extraction sites in accordance with the Environment Protection Act, 2076, Environment Protection Rules, 2077 and other applicable laws and guidelines.

The assignment shall produce, at a minimum, the following outputs:

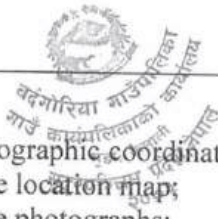
a. Initial Environmental Examination (IEE) Reports

Complete Draft and Final IEE Reports for all designated riverbed material extraction sites containing all information required under prevailing environmental legislation.

b. Site Information

For each proposed extraction site, the Consultant shall provide:

- Name of river or stream;
- Name of extraction site;
- Ward number;



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- Geographic coordinates (Latitude and Longitude);
- Site location map;
- Site photographs;
- Existing site condition.

c. Technical Information

The Consultant shall provide:

- Proposed extraction area;
- Extraction length;
- Extraction width;
- Recommended extraction depth;
- Estimated quantity of extractable riverbed materials;
- General river characteristics;
- Transportation routes;
- Assessment of nearby infrastructure.

d. Environmental Assessment

The Consultant shall identify and assess:

- Existing environmental conditions;
- Biological environment;
- Socio-economic conditions;
- Potential environmental impacts;
- Potential social impacts;
- Sensitive environmental areas.

e. Environmental Management Documents

The Consultant shall prepare:

- Environmental Management Plan (EMP);
- Environmental Monitoring Plan (EMoP);
- Site-specific mitigation measures;
- Environmental safeguard recommendations.

f. GIS and Mapping Outputs

The Consultant shall submit:



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- GIS database;
- Location maps;
- Extraction site maps;
- GPS coordinates;
- Digital spatial data;
- High-resolution photographs.

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g. Recommendations

The Consultant shall provide recommendations regarding:

- Suitability of each extraction site;
- Recommended extraction limits;
- Extraction period;
- Operational conditions;
- Environmental safeguards;
- Monitoring requirements;
- Conditions to be adopted by the Municipality while issuing extraction permits.

9.2 Acceptance Criteria

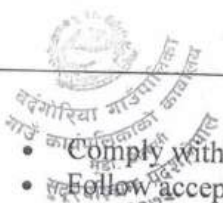
The Consultant's services shall be considered satisfactorily completed only after the Client has determined that:

- All deliverables specified in the Terms of Reference have been submitted.
- The Final IEE Report complies with the applicable environmental laws, regulations and guidelines.
- The report adequately addresses comments provided by the Client and other concerned authorities.
- The submitted reports are technically sound, complete and professionally prepared.
- All required maps, drawings, GIS data, photographs and supporting documents have been submitted.
- The recommendations are practical and suitable for implementation by Bardagoriya Rural Municipality.
- The Final IEE Report is suitable for submission to the concerned approving authority.

9.3 Quality Standards

All reports and technical documents prepared under this assignment shall:

- Be based on verified field information;
- Be technically accurate and internally consistent;



- Comply with applicable environmental legislation;
- Follow accepted professional standards;
- Be written in clear and professional language;
- Include properly referenced maps, tables, figures and appendices; and
- Be free from material errors and omissions.

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9.4 Final Acceptance

The assignment shall be deemed completed only after:

- The Final IEE Report has been accepted by Bardagoriya Rural Municipality;
- All digital and hard-copy deliverables have been submitted;
- The Consultant has satisfactorily addressed all review comments;
- All contractual obligations under the Terms of Reference have been fulfilled.

9.5 Mode of payment

This is a lump sum contract for delivery of a defined set of outputs. 100 % of the payment as per contract amount will be paid upon acceptance of the Final IEE Report. If seen necessary mode of payments can be negotiated and implemented as per contract agreement.

CHAPTER 10

MISCELLANEOUS PROVISIONS

10.1 Applicable Laws and Standards

The Consultant shall carry out the assignment in accordance with the prevailing laws, regulations, directives, standards and guidelines of the Government of Nepal applicable to environmental assessment, riverbed material extraction and public procurement.

The Consultant shall ensure that all reports, recommendations and deliverables comply with the latest applicable legal provisions in force during the execution of the assignment.

10.2 Professional Ethics

The Consultant shall perform the assignment with integrity, impartiality and professional competence.

The Consultant shall:

- Maintain the highest standards of professional conduct;
- Exercise due care, skill and diligence in carrying out the assignment;

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- Provide independent and unbiased professional opinions;
 - Avoid any activity that may compromise professional integrity; and
 - Comply with the ethical standards of the respective professional bodies.

10.3 Conflict of Interest

The Consultant shall avoid any actual, potential or perceived conflict of interest throughout the duration of the assignment.

The Consultant shall immediately disclose to the Client any situation that may give rise to a conflict of interest.

The Consultant shall not undertake any activity that may compromise the impartiality or independence of the services provided under this assignment.

10.4 Confidentiality

The Consultant shall maintain strict confidentiality regarding all information obtained during the course of the assignment.

Without the prior written approval of Bardagoriya Rural Municipality, the Consultant shall not:

- Disclose project information to any third party;
- Publish reports or data prepared under the assignment;
- Use information obtained during the assignment for purposes unrelated to this contract; or
- Release photographs, maps or spatial data prepared under the assignment.

This obligation shall remain in force even after completion of the assignment.

10.5 Ownership of Documents

All reports, maps, GIS databases, photographs, drawings, survey records, calculations, digital files and other documents prepared under this assignment shall become the sole property of Bardagoriya Rural Municipality.

The Consultant shall hand over all original data and project documents to the Client upon completion of the assignment.

The Consultant shall not reproduce or distribute any project document without the prior written approval of the Client.

10.6 Quality Assurance

The Consultant shall establish an internal quality assurance system to ensure that all reports, maps, calculations and technical documents submitted under the assignment are accurate, complete and professionally prepared.

Before submission, each deliverable shall be reviewed and endorsed by the Team Leader and the respective responsible professionals.

The Consultant shall promptly correct any deficiencies identified by the Client without additional cost.

10.7 Health, Safety and Environmental Responsibility

The Consultant shall be responsible for the health and safety of its personnel during field investigations.

The Consultant shall:

- Provide appropriate safety equipment for field personnel;
- Ensure safe working practices during field activities;
- Comply with applicable occupational health and safety requirements; and
- Minimize environmental disturbance during field investigations.

10.8 Intellectual Property Rights

All intellectual property rights arising from the assignment shall vest in Bardagoriya Rural Municipality.

The Consultant may retain copies of the reports solely for internal record purposes but shall not commercially exploit, reproduce or publish the outputs without prior written approval from the Client.

10.9 Compliance with the Terms of Reference

The Consultant shall perform all services in accordance with this Terms of Reference, the Contract Agreement and the applicable laws of Nepal.

Where any matter is not specifically addressed in this Terms of Reference, the provisions of the Contract Agreement, the Public Procurement Act, 2063, the Public Procurement Regulations, 2064 and other applicable laws shall prevail.



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10.10 Interpretation

In the event of any ambiguity or inconsistency in the interpretation of this Terms of Reference, the decision of Bardagoriya Rural Municipality shall prevail, provided that such interpretation is consistent with the Contract Agreement and the prevailing laws of Nepal.

ANNEXES

The following annexes shall form an integral part of this Terms of Reference:

Annex I: Suggested Outline of the Initial Environmental Examination (IEE) Report

The Consultant shall prepare the IEE Report in accordance with the Environment Protection Act, 2076 and Environment Protection Rules, 2077. The report shall generally include:

- Executive Summary
- Introduction
- Policy, Legal and Institutional Framework
- Project Description
- Description of Existing Environment
- Identification and Assessment of Environmental and Social Impacts
- Analysis of Alternatives (where applicable)
- Mitigation Measures
- Environmental Management Plan (EMP)
- Environmental Monitoring Plan (EMoP)
- Conclusions and Recommendations
- References
- Annexes (Maps, Photographs, Consultation Records, Field Data, etc.)

Annex II: List of Applicable Laws, Regulations and Guidelines

- Constitution of Nepal
- Environment Protection Act, 2076
- Environment Protection Rules, 2077
- Local Government Operation Act, 2074
- Public Procurement Act, 2063
- Public Procurement Regulations, 2064
- Forest Act, 2076
- Water Resources Act and applicable regulations



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- Relevant directives, standards and guidelines related to riverbed material extraction issued by the Government of Nepal

Annex III: List of Deliverables

- Inception Report
- Field Investigation Report
- Draft IEE Report
- Presentation of Draft Findings
- Final IEE Report
- GIS Database
- Maps
- GPS Coordinates
- Photographs
- Editable Digital Files

Annex IV: Indicative Work Schedule

(To be finalized during the Inception Phase and approved by the Client.)

Annex V: List of Proposed Riverbed Material Extraction Sites

(To be provided by Bardagoriya Rural Municipality.)



PART II

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Section 8. Conditions of Contract and Contract Forms

Foreword

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

STANDARD FORM OF CONTRACT

Consultant's Services

**LUMP-SUM (QCBS)
FORM OF CONTRACT**


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Preface

नि प्रमुख प्रशासकीय अधिकृत

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



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

नि. प्रमुख पञ्चायतका अधिकृत

Project Name: "Preparation of Initial Environmental Examination (IEE) Reports for River bed Material Extraction Sites within Bardagoriya Rural Municipality, Kailal (बर्दगोरिया गाउँपालिका, कैलाली भित्रका नदीजन्य निर्माण सामग्री उत्खनन स्थलहरूको प्रारम्भिक वातावरणीय परीक्षण (IEE) प्रतिवेदन तयारी सम्बन्धी परामर्श सेवा तर्जुमा)"

Contract No. 01/IEE/2083/084

between

**Bardagoriya Rural Municipality
Office of Rural Municipal Executive
Muda, Kailali and**

[Name of the Consultant]

Dated: _____

Form of Contract
LUMP-SUM

नि.प्रमुख प्रशासकीय अधिकृत

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").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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: :

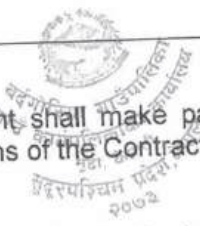
Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Breakdown of Contract Price
Appendix D: Form of Advance Payments Guarantee "Not Used"
Appendix E: Medical Certificate "Not Used"
Appendix F: Minutes of Negotiation Meetings "Not Used"

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]

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

[Authorized Representative of the Consultant – name and signature]

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

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

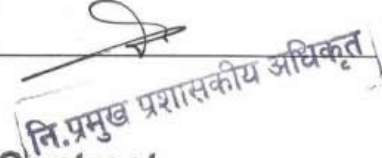
[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]



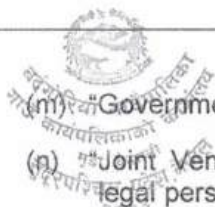
II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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



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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.

a. Commissions and Fees

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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



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the SCC have been met.

- 12. Termination of Contract for Failure to Become Effective** 2073
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC** or such other time period as the Parties may agree in writing.
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition**
- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. **No Breach of Contract**

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

c. **Measures to be Taken**

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

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

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

d **Extension of Time (EoT)**

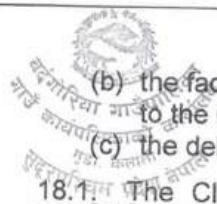
17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

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

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



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

18. Suspension

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

19. Termination

19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

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

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



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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 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 Clause 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 Clause GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively,



by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

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

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



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

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

21. Conflict of Interests

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

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

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

- 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
- after the termination of this Contract, such other activities as may be specified in the SCC

d. Strict Duty to

21.1.5 The Consultant has an obligation and shall ensure

**Disclose
Conflicting
Activities**

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

**22. Conduct of
Consultants**

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

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

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

23. Confidentiality

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

**24. Liability of the
Consultant**

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

**25. Insurance to be
Taken out by the**

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


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२०७३
Consultant

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

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

26. Accounting, Inspection and Auditing

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

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

27. Reporting Obligations

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

28. Proprietary Rights of the Client in Reports and Records

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

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



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

29. Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

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

31. Replacement of Key Experts

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

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

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or 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



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request the Consultant to provide a replacement.

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

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

E. OBLIGATIONS OF THE CLIENT

33. Assistance and Exemptions

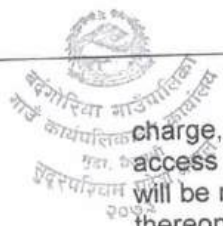
33.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

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

34. Access to Project

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

Site



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

35. Change in the Applicable Law Related to Taxes and Duties

35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1.

36. Services, Facilities and Property of the Client

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

37. Counterpart Personnel

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

37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2

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

38. Payment Obligation

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



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F. PAYMENTS TO THE CONSULTANT

39. Contract Price

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

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

40. Taxes and Duties

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

41. Currency of Payment

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

42. Mode of Billing and Payment

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

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

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

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

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



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

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

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

43. Retention

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

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

44. Interest on Delayed Payments

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

45. Liquidated Damages

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

G. FAIRNESS AND GOOD FAITH

46. Good Faith

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

H. SETTLEMENT OF DISPUTES

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47. Amicable Settlement

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

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

48. Dispute Resolution

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

I. BLACKLISTING

49. Blacklisting

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

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

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



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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	The addresses are: Client : Bardagoriya Rural Municipality Office of Rural Municipal Executive Muda, Kailali Phone : Consultant :
8.1	
9.1	The Authorized Representatives are: For the Client: Bardagoriya Rural Municipality Office of Rural Municipal Executive Muda, Kailali For the Consultant: Managing Director
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>45 days</u>.
13.1	Commencement of Services: The number of days shall be <u>1 day</u>. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be <u>As Per Contract</u>.
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	No additional provisions.
25.1	The insurance coverage against the risks shall be as follows:

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28.2	No other restrictions.
33.1(g)	No other assistances.
39.1	The Contract price is NRs. inclusive of Value Added Tax (VAT). VAT chargeable in respect of this Contract for the Services provided by the Consultant shall "be paid" by the Client "to" the Consultant.
42.2	NA
42.2.1	Not Applicable
42.2.4	The accounts are : Accounts of the Consultant
43.1	The proportion of payments retained is: as per contract amount %
44.1	The interest rate is: As per Prevailing Government 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.	Arbitration shall be conducted in accordance with Nepal Arbitration Act



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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1] Not Used

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [name and address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

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

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

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on

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

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.

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

[signature(s)]

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

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



IV: Appendices

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APPENDIX E – MEDICAL CERTIFICATE

NOT USED

IV. Appendices



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Not Used