



Selection of Consultants for Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang



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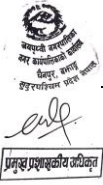
(Issued by the Public Procurement Monitoring Office in accordance with the authority given by clause (c) of Subsection (1) of Section 65 of the Public Procurement Act, 2063)

Standard Request for Proposals

Selection of Consultants

for Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang

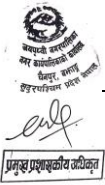
Issue Date: 2026-09-24(2083-06-08)



Selection of Consultants for Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang

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Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the Public Procurement Monitoring Office (“PPMO”) for use by Government of Nepal (GoN) and its implementing agencies in the selection of Consultants. This SRFP is for use in selection of consultants for value of consultancy services more than NRs. 0.5 Million (for National Shortlisting and International Shortlisting). The SRFP can be used with the different selection methods, *i.e., Quality- and Cost-Based Selection (QCBS), Quality-Based Selection (QBS), Fixed Budget selection (FBS) and Least Cost Selection (LCS)*.
2. Before preparing an Request For Proposal (RFP), the user must be familiar with the procedures for selection of Consultants in accordance with the requirements of Public Procurement Act and Public Procurement Regulation, DP guidelines for DP funded projects, and must have chosen an appropriate method of selection, and the most suitable form of contract.

The SRFP may be used for time base assignment *Quality- and Cost-Based Selection (QCBS)*

The prefaces of these forms of contracts indicate the circumstances in which their use is most appropriate.
3. A RFP normally includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The standard Information to Consultants and the standard General Conditions in the Form of Contract should not be modified. Any special conditions relating to the assignment should be described in the Data Sheet or Special Conditions of Contract.
4. The text shown in *Italics* is “Notes to the Client”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants.
5. If any provision of this document is inconsistent with Public Procurement Act (PPA) 2063 or Public Procurement Regulations (PPR) 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.



SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

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

Section 2: Instructions to Consultants, Data Sheet

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

Section 3: Technical Proposal – Standard Forms

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

Section 4: Financial Proposal – Standard Forms

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

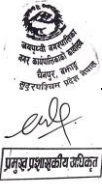
Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: GoN/DP Policy - Fraud and Corruption

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

Section 7: Terms of Reference (TORs)



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

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

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



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: [JPM/Consulting/083-084-01]

Selection of Consulting Services for:
Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang

Project: [Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang]

Office Name: [Jayaprithvi Municipality]

Office Address: [Chainpur, Bajhang]

Financing Agency: Jayaprithvi Municipality

Issued on: [2083-06-08]



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Section 8– Conditions of Contract and Contract Forms

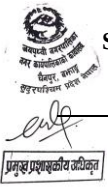


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PART I

Section 1. Letter of Invitation

[RFP No: JPM/Consulting/083-084-01]

Dear All eligible Consultants,

[Jayaprithvi Municipality] has allocated fund toward the cost of Rs 6,11,746.20 for the **[Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang]** and intends to apply a portion of this **[fund]** to eligible payments under this Contract for which this Request for Proposals is issued.

1. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **[Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang]**. More details on the Services are provided in the Terms of Reference (Section 7).
2. This Request for Proposals (RFP) has been addressed to the following all the interested eligible 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]** 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. Please inform us in writing at **[Jayaprithvi Municipality]**, by facsimile **[092-421064]**, or by E-mail **[jpmunicipality2014@gmail.com]**:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).



Selection of Consultants for Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad, Jayaprithvi Municipality, Bajhang

7. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,



Section 2. Instructions to Consultants and Data Sheet

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

A. General Provisions

1. Definitions	(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). “Client” means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant. (d). “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (e). “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). (f). “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. (g). “Day” means a calendar day. (h). “Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet. (i). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (j). “Government” means the government of the Nepal. (k). “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. (l). “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. (m). “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. (n). “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. (o). “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services
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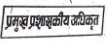
	or any part thereof under the Contract and whose CVs are not evaluated individually. (p). “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant. (q). “RFP” means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP. (r). “SRFP” 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. (s). “Services” means the work to be performed by the Consultant pursuant to the Contract. (t). “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. (u). “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 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

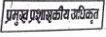
	directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting 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 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 as specified in the Data sheet. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.

	6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.
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 Nepal prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/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 language as stated in the Data Sheet.
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). 10.3 The consultant is solely responsible for the authenticity of the submitted documents.
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. However, the time available to submit Proposals shall not be less than five (5) days since amendment in the RFP. 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. 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", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]." 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 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.
21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by

	taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. 21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.
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.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. 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

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.
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 Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. 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 initialed by the Client and the Consultant's authorized representative. 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
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. The successful Consultant shall furnish a Performance Security in an amount equal to five percent (5%) of the Bid Amount (without VAT but including PS). 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.
31. Request for Information/ Complaints	31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. 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 Public Procurement 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 Bata 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 Public Procurement Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application. 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 Public Procurement 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 Public Procurement review committee. 31.6 If the Employer does not execute the decision of Public Procurement Review Committee the bidder shall file an application to the Public Procurement Review Committee of the GoN.
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: 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.
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E. Data Sheet

प्राप्त प्रस्तावकोर अनिवार्य

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

A. General	
ITC Clause Reference	RFP No: JPM/Consulting/083-84-01
1(i)	Development Partner (DP) is: None
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: <u>Jayaprithvi Municipality</u> Method of selection: <u>QCBS</u>
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes [Notes to Client: Client shall request Financial proposal submission at the same time for QCBS, FBS and LCS] The name of the assignment is: Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad , Jayaprithvi Municipality, Bajhang [Notes to Client: indicate name of the assignment and contract package number, as specified in the Procurement Plan.]
2.3	A pre-proposal conference will be held: No [If "Yes", fill in the following:] Date of pre-proposal conference: _____ Time: _____ Address: _____ Telephone: _____ Facsimile: _____ E-mail: _____ Contact person/conference coordinator:[insert name and title] _____ [Note to Client: For complex assignments, Client is advised to hold a pre-proposal meeting]

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: N/A
6.3.1	A list of debarred firms and individuals is available at the following website <u>[insert appropriate website address: PPMO or DP as applicable]</u>
B. Preparation of Proposals	
9.1	For National level proposals: Nepal/English. For International level proposals: N/A.
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 Proof of legal status establish Consultant’s legal capacity to enter into binding and enforceable contracts and may be supported by: • Certificate of incorporation.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes

	[Notes to Client: Default provision is “Yes” that participation of local sub-consultants, international or national independent expert in more than one Proposal is permissible. Participation of experts who are regular employees of one of the lead firms in more than one proposal is not permissible, unless such firm declines to present the proposal]
12.1	Proposals must remain valid for [60 days] calendar days after the proposal submission deadline. [Notes to Client: Duration of validity of the proposals shall be adequate to complete evaluation of the proposals, receive all necessary approval and negotiate the contract.]
12.9	Sub-contracting is allowed for the proposed assignment: No [If yes, specify the part of the assignment that can be sub contracted : [Notes to Client: sub-contracting of the whole Services is not allowed.]
13.1	Clarifications may be requested no later than [3] days prior to the submission deadline. The contact information for requesting clarifications is: Facsimile:092-421064,9858484285,9868861828 E-mail: jpmunicipality2014@gmail.com
14.1.1	For GoN funded projects: (a) non-shortlisted consultant(s): Yes (All the eligible Consultant may participate) [Notes to Client: Default provision is “Yes”] (b) other shortlisted Consultants: No For DP Funded: as per DP procurement guidelines.
14.1.2	[If not used, state “Not applicable”. [Note to Client: state “Not applicable”, if specifying minimum inputs under 14.1.3, instead of estimated inputs] If used, insert the following: Estimated input of international Key Experts’ time-input: N/A person-months. Estimated input of national Key Experts’ time-input: _____ person-months OR Estimated total cost of the assignment for the assignment: Rs 6,11,746.20 (Without VAT)] [Notes to Client: [Indicate only either time input (in person-month) or total cost, but not both]
14.1.3 for time-based contracts only	[If not used, state “Not applicable”. If used, insert the following: Minimum time-input of international Key Experts’ is: N/A Minimum time-input of national Key Experts’ is: N/A.

	For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]
14.1.4 and 27.2 use for Fixed Budget method	The total available budget for this Fixed-Budget assignment is: Rs 6,11,746.20 (Without VAT) .Proposals ¹ exceeding the total available budget will be rejected. [Notes to Client: If inclusive, indicate tax estimates separately.]
16.1	[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.] (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable [insert other relevant type of expenses, if/as applicable] Only for Time-Based Contracts: Provisional sums [insert amount, provide breakdown]
16.2	A price adjustment provision applies to remuneration rates:No [Applies to all Time-Based contracts with a duration exceeding 12 months. [If “Yes”, follow SCC 42.3]
16.3	[Insert the following: “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: Nepali a. For National level proposals: Consultant shall express the price for their Services in Nepalese Rupee.

	b. For International level proposals: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. 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 and should submit the proposal hardcopy to the office address. [If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]
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: 2083-06-15 within office hour Time: 17:00 PM The Proposal submission address is: <u>Jayaprithvi Municipality office, Dewal,Bajhang</u> <u>Proposal Technical Bid Opening:</u> Should be Done at the address below: Date: 2083-06-16 Time: 9:20 A.M. Location: Jayaprithvi Municipality Office, Dewal ,Bajhang. [Note to Client: Proposal submission on or before the deadline shall be recorded by the Client when the Client receives the Proposal and its copies as indicated in DS17.9.]
19.1	An online option of the opening of the Technical Proposals is offered: No [If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.] The opening shall take place at: [Address: Jayaprithvi Municipality Office, Dewal ,Bajhang.] [Date: 2083-06-16] [Time: 9:20 AM]
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. [State what additional information will be read out and recorded in the opening minutes]
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: <u>Points</u>



S.No.	Evaluation Basis	Full Score	
		Individual Mark	Full Marks
1	Experience of the Firm		20
	1.1 General Experience of the Firm		5
	1 Years in any field	2	
	2 Years in any field	3	
	More than 2 years in any field	5	
	1.2 General Experience of the Firm (IEE or EIA or BES of any projects like rivers, forest, industries, engineering project like road, water supply, building, hall complex airport hydropower bridge or similar projects		5
	1 number of projects	2	
	2 number of projects.	3	
	More than 2 no of projects	5	
	1.3 Specific experience of the Firm		10
	1 Nos of BES/IEE/EIA study of Rivers/streams for sand gravel extraction	5	
	2 Nos or more than 2 of BES/IEE/EIA study of Rivers/streams for sand gravel extraction	10	
2	Qualification and competence of the Consultants personnel proposed for the assignment.		50
2.1	Environment specialist/ Team Leader		15
	2.1.1 Education		5
	Master degree in Environment Science/ Environment Engineering/Environmental Management or any relevant discipline	5	
	2.1.2 General Experience		5
	1 to 2 yrs in any field	3	
	3 to 5 years of experience in any field	4	
	More than 5 years of experience in any field.	5	
	2.1.3 Specific Experience		5
	Minimum 3 no of project specific experience as a team Leader in the field of river bed extraction	4	
	More than 3 no of project specific experience as a team Leader in the field of river bed extraction	5	
2.2	Geologist(subject expert)		10
	2.2.1 Education		3
	Master degree in Geology/Engineering Geologist/Geo Tech Engineering	3	
	2.2.2 General Experience		3
	1 to 3 years of experience in any field.	2	
	More than 3 years of experience in any field.	3	
	2.2.3 Specific Experience		4
	Minimum 3 no's of BES/IEE/EIA study of any project.	3	
	More than 3 no's of BES/IEE/EIA study of any project.	4	


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2.3	Socioeconomist/Sociologist		10
	2.4.1 Education		3
	Master Degree Sociology or In relevant Field.	3	
	2.4.2 General Experience		3
	1 to 3 years in any field.	2	
	More than 3 years in any field.	3	
	2.4.3 Specific Experience		4
	Minimum 3 nos of BES/IEE/EIA study of any project.	3	
	More than 3 nos of BES/IEE/EIA study of any project.	4	
2.4	Biologist/Forest/Natural resource expert Specialist		5
	2.4.1 Education		3
	Master Degree In Biology/Zoology/Botany/Forestry or any relevant Field.	3	
	2.4.2 General Experience		1
	1 to 3 years in any field.	1	
	2.4.3 Specific Experience		1
	Minimum 3 nos of BES/IEE/EIA study of any project.	1	
2.5	Hydrologist		5
	2.5.1 Education		3
	Master Degree in Hydrology or any relevant Field.	3	
	2.5.2 General Experience		1
	1 to 3 years in any field.	1	
	2.5.3 Specific Experience		1
	Minimum 3 nos of BES/IEE/EIA study of any project.	1	
	2.5.1 Education		
2.6	Surveyor		5
	2.6.1 Education		3
	Diploma in Civil/Geomatics/Survey / or any relevant Field.	3	
	2.6.2 General Experience		2
	1 to 2 years experience in any field	1	
	More than 3 years in any field.	2	
3.0	Adequacy of the proposed Work Plan and Methodology and Responding to the ToR		25
	Work Plan (CPM or Bar Chart with milestone in sequential way)	5	5
	Methodology (As per EPM, 2020 and Other)	5	5
	Understanding of Subject Matter (If found Understood the subject matter)	5	5
	Comment on Term of Reference (If incorporate Comment)	5	5



	Work Schedule and Manning Schedule	5	5
4.0	Suitability for transfer of knowledge Program		5
	Total	100	

The minimum Technical Score required to pass: **65 Points**

(i) Specific experience of the consultants (as a firm) related to the assignment

[20]

[Insert sub-criteria]

[Insert sub-criteria]

	[Insert sub-criteria] (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [25] [Insert sub-criteria] [Insert sub-criteria] [Insert sub-criteria] <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i> (iii) Qualifications and Experience of the key staff for the Assignment [50] <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i> [Insert position] [Insert points] [Insert position] [Insert points] [Insert position] [Insert points] [Insert position] [Insert points] (iv) Suitability of the transfer of knowledge program or training) [5] [Insert sub-criteria] [Insert sub-criteria] [Insert sub-criteria] Total Points: 100 The minimum technical score (St) required to pass is 65 Points.
23.1	An online option of the opening of the Financial Proposals is offered: No [If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]
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 :N/A <u>[Note to Client: for ease of comparison, it is preferable to indicate in the currency of the budget]</u>

	The official source of the selling (exchange) rate is: _____ The date of the exchange rate is: _____ [The date shall either be 30 days prior to the deadline for submission or the deadline for proposals submission.]
27.1 [a. QCBS only]	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% and P = 20 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: Date: Within 3 days of completion of evaluation. Address: Jayaprithvi Municipality office Bajhang
30.4	Expected date for the commencement of the Services: Date Within 3 days after agreement.
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of Rs 3000(Three Thousand Only)<i>[specify an amount between 0.25% to 0.50% of the estimate].</i> The Bid Security period shall be valid for the period of 75 Days.
33.2	A list of blacklisted firms is available at the PPMO's website http://www.blacklist.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.



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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

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

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

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

Consultant's Name: _____



FORM TECH-3

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

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

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

FORM TECH-5



WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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



FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

Nº	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...			Home	Field	Total
KEY EXPERTS															
International															
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}														
K-3															
National															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

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



- 2 Months are counted from the start of the assignment/mobilization. 3
work means work carried out in the site.

“Home” means work in the office in the expert’s place of residence. “Field”

 Full time input
 Part time input



FORM TECH-7

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
---	--



 {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

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

Certification:

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

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

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

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

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

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

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

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

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

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

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

Full name of authorized representative: _____



Section 4. Financial Proposal - Standard Forms

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

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

- | | |
|-------|------------------------------------|
| FIN-1 | Financial Proposal Submission Form |
| FIN-2 | Summary of Costs |
| FIN-3 | Breakdown of Remuneration |
| FIN-4 | Other Expenses, Provisional Sums |



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{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 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: _____



प्रमुख प्रशासकीय अधिकृत

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



FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Provisional Sums				
Sub-Total				
Total Cost of the Financial Proposal²				
Value Added Tax (VAT)				

² Should match the amount in Form FIN-1.



FORM FIN-3 BREAKDOWN OF REMUNERATION³

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

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
KEY EXPERTS (International)⁴									
1.									
2.									
Sub-Total Costs									
KEY EXPERTS (National)									
1.									
2.									
Sub-Total Costs									
Total Costs: Key Experts (International and National)									
NON-KEY EXPERTS/SUPPORT STAFF									
1.									
2.									

³ In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

⁴ As identified in the Summary and Personnel Evaluation Sheet.



Selection of Consultants for Preparation of IEE for Sustainable Extraction of Riverbed materials (Sand, Stone, Gravel, Boulder) from Seti River and Bauli Gad ,
Jayaprithvi Municipality, Bajhang

4-3

	Total Costs: Non-Key Experts/Support Staff				
	TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF				

CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES
(EXPANDED FORM TO FIN-3 – QBS)

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

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

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

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



Sample Form

Consultant:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____



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

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

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

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



Section 5. Eligible Countries

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

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

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



Section 6. Corrupt and Fraudulent Practices

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

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

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) “obstructive practice” means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under Clause GCC 27.2.
- 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

1. Background

This document containing brief description of the proposal and the Terms of References (TOR) has been developed specifically for hiring services of an independent and professionally competent environmental consultancy firm for conducting Environmental Study of the Sustainable Extraction and collection of Sand, Stone, Gravel and Boulder from **Seti River and Bauli Gad** of Jayaprithvi Municipality, Bajhang district. Jayaprithvi Municipality of Bajhang district has a huge potential for the riverbed materials like sand, stone, gravel and boulder. Utilization of these resources on sustainable manner helps to improve the livelihood of rural people, maintaining river morphology and boost up municipality revenue. The proponent is planning to mobilize these resources on sustainable and environmentally sound manner because the demand rate is high for infrastructure construction. An environmental study of the proposed extraction of Sand, stone, gravel and boulder from the river is necessary in order to assess the environmental consequences of the project along with to support appropriate, practical and site-specific mitigation and enhancement measures. It will furthermore boost up the economic condition of the local inhabitants.

For extraction of river material municipality conducted environmental study in fiscal year 2081/82 that study shows per day extraction is less 300 cum which indicates IEE needed before extraction of river material. Therefore, as taking reference of previous environmental study Initial Environmental Examination (IEE) recommended for fiscal year 2083/84 to 84/85 to sustainable extraction of river material.

The IEE is also a legal requirement before the implementation of project as per the provision of schedule 2-K-7 related to Rule 3 of the Environment Protection Regulation, 2077, as per 2-C-7 related to Rule 3 of the Sudur Paschim Province Environment Protection Act, 2077 and as schedule 1 Mines Sector of the Jayaprithvi Municipality Brief Environmental Study and Initial Environmental Examination Procedure, 2080. Thus, the IEE study of the proposal is mandatory as per the provision.



2. Proposal Area delineation

Location, accessibility of the project site, activities to be carried out (collection, extraction, excavation, river/stream diversion, site clearance, washing, processing, storage, transportation, use of machineries, no. of labourers, machines and its type) collection/extraction site/area, type of materials to be collected, quantity, collection/extraction period.

3. Objectives of ToR

The Jayaprithvi Municipality is now required to prepare an Initial Environmental Examination (IEE) report before implementation of the proposed proposal. Thus, the main objective of the assignment is to conduct IEE study for the sustainable extraction, collection and transportation of stone aggregates and sand (gravel) from **Seti River and Bauli Gad**. The objectives of the ToR are as follows:

- To identify all the adverse and beneficial impacts likely to arise due to implementation of the Proposal.
- To reflect the main issues identified in the form of ToR
- To systematize the working procedure and listing of various activities to be performed.
- To delineate the working procedure and fitting the IEE report within the policy and legal context.
- To prepare TOR and IEE report for sustainable extraction, collection and transportation of stone aggregates and sand (gravel) from proposed rivers of Jayaprithvi Municipality.
- To take approval of prepared ToR and IEE report of proposed rivers as per legal provisions.

4. Scope of Work

The major scopes of the study are as follows:

- To prepare IEE report, which shall be prepared accordingly as per EPA 2019, EPR 2020 Sudur Paschim Province EPA 2020 and Jayaprithvi Municipality's Brief Environmental Study and Initial Environmental Examination Procedure, 2080.



- To provide advice, free of cost, on any environmental issue that may arise during implementation stage of the scheme.

5. Data Collection

The TOR of IEE already mentioned the methods and techniques, which should be carried out by employed during data collection. For example, the Tor should indicate the data sources and data collection methods, particularly the primary and the second data. It could also include methods, which shall be used while collecting the information as per that TOR method information will be prepare IEE report.

5.1 Field Survey and Site Investigation

In order to meet the above objectives, the different methods for information collection such as walk-through survey, inventory survey, sampling, focused group discussion and household surveys may use. The secondary information through published and unpublished reports, and maps and photographs interpretation may also use.

The Consultant/firm shall collect and analyze bio-physical environmental information in the Proposal area (High Impact Area). Socio-economic information should be collected and analyzed for 5 km or 1.5-hour walking distance (depending upon the settlement pattern) from the boundary of the Proposal area on all sides (immediate influence area as Low Impact Area) Jayaprithvi Municipality falls under this category. An IEE study shall make every effort to quantify and evaluate site-specific impacts to the extent applicable in all resources within the High Impact Area. The census shall be carried out particularly to collect data regarding households whose land or houses located within the Proposal area and those that are to be acquired.

5.1.1 Physical Environment

Information on the physical environment shall be collected through literature, maps, and walk-through surveys. The use of appropriate and calibrated equipment is encouraged to quantify information.

5.1.2 Biological Environment

Information on biological environments such as vegetation shall be collected by standard ecological methodologies shall be adopted in order to quantify vegetation of the forest of all



possible categories such as disturbed, medium disturbed and undisturbed. Number of trees to be cleared for implementation of the Proposal shall be recorded by counting method or sample plot method. Wildlife distribution and occurrence in the Proposal area shall be collected through pug marks of the wild animals, jungle trek and observation method including discussion with the local people. Fishery information shall be generated by capture-recapture method, and by asking the local people and site observation. The Proponent may use data sheets to collect the field level information.

5.1.3 Socio-Economic Environment

Socio-economic information shall be collected by using questionnaires, checklists, observation, interviewing with the local people, focus group discussion, Participatory Rural Appraisal (PRA), discussion with district level offices, Municipality and community groups. The Proponent shall collect information on possible damage of infrastructures, and community services through checklists and focus group discussion. Information on land acquisition and compensation issues shall be collected through intensive household survey at least in the direct impact zone.

5.2 Public Notice

While preparing the IEE report, a 7 days public notice must be published in the national daily newspaper to inform the stakeholders about the Proposal activities. Further, the notice shall be affixed to the offices of concerned Municipality, DCC, schools, hospitals, health posts and other public offices located near to the Proposal area requesting them to provide their written opinions, suggestions and comments about the Proposal implementation activities.

5.3 Public Consultation and Recommendation

During data collection for IEE study, 7-day public consultation notice shall be public in the municipality website and in newspapers and public hearings shall be conducted at appropriate places considering the views, suggestions and comments on the Proposal implementation. Public consultation should be carried out through focus group discussions with targeted groups such as women, key informants and other groups. Recommendations of affected municipality's wards as per EPR shall be collected and attached in the IEE report. Also, if the Proposal requires forest land of community forest to be cleared, the recommendations from these affected



community forest shall be collected and attached in the IEE report. If the Proposal requires land from government forest/community forest or trees are needed to be cut down from them, then comments and suggestions from Division Forest Office and affected community forests should be attached in the IEE report along with their recommendation letters.

5.4 Data Analysis and Impact Prediction

After collecting baseline field data from the Proposal area on physical, biological, socio-economic and cultural environment, these will be analyzed and interpreted as per EPA 2019, EPR 2020 Sudurpaschim Province EPA 2020 and Jayaprithvi Municipality Brief Environmental Study and Initial Environmental Examination Procedure, 2080. The analysis shall be made on the nature, magnitude, duration and extent of the impacts due to construction and operation activities of the Proposal. Mitigation measures and monitoring plans shall be described for each impact.

Data collection for IEE study as aforementioned methods shall first be compiled and classified to relevant components (Physical, Cultural, Socio-Economic and Biological) for convenience and to avoid possible mismatches. Computer software with usage of expert's opinions shall be the primary tool to process data coming from physical, socio economic and cultural domains.

5.4.1 Existing environmental condition

Environmental study team also carried out field visits to the proposed area in **Seti River and Bauli Gad** area during ToR and IEE report preparation and following observations should made on the environment of the proposal.

Physical Environment

- Topography
- Climate and Hydrology Geology
- Soil Erosion and Landslide
- Land Use Air and Water quality, Noise Quality

Biological Environment

The Proposal area belongs to the free zone. There is no national park, wildlife sanctuary, buffer zone or conservation area in or around the proposal area.

- Forest and Flora



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- Forest type, community forest, plant/tree species
- Plant Species of Medicinal and Ethno-Botanical Values
- Fauna
- Fishes
- Rare, Endangered and Protected Species of Flora and Fauna

Socio-economic and Cultural Environment

- Population
- Ethnicity and Settlements
- Occupation Local Economy Literacy
- Health and Sanitation
- Public Facilities

5.5 Policy, Law and Manual to be Undertaken into account while preparing the report

The policy documents, acts, regulations and guidelines as indicated shall be reviewed and relevant provisions shall be referred to in the IEE report. A concrete recommendation shall be made in the IEE report as to whether or not the Proposal could be implemented after reviewing acts and regulations. Any legal provision that surfaces against Proposal implementation will be investigated and put forth with recommendations, if felt necessary will be made in the IEE report.

Any significant conflicts and issues related to the environment and others should identify and recommendations shall be based on the above-mentioned policies, rules and regulations. The consultant/firm shall describe the pertinent regulations and standards governing environmental quality, health and safety, protection of the sensitive areas, protection of the endangered species, land use control etc. At district, Municipality and ward level. The proponent shall also review the responsibilities of the local, district, and central level institutions and recommended steps to ensure necessary coordination during the Proposal implementation.

5.6 Preparation of Report

The Consultant shall conduct Initial Environmental Examination Study and prepare IEE report in the format prescribed in the Schedule 11 of EPR, 2020 and Schedule 11 of Sudur Paschim Province EPA 2020.



6. Consultant's Core Team of Professionals

The core team Qualification and Experience should be as per schedule 13 of EPR 2077 to be eligible for further evaluation.

(A)Team leader/Environmental Expert

The Team leader will take the overall responsibility of the assignment in accordance with the TOR and also for the conduction and coordination of all professional inputs. He/ She will prepare a site-specific Environmental Management Action Plan for each site. The Team leader should have minimum a M.Sc. Environmental (Science/Engineering/Management) with the knowledge of conducting BES/IEE/EIA and as per schedule13 of EPR 2077;

(B) Geologist/Geo-Tech Engineer (Subject Expert)

The Geologist/Geo tech Engineer will collect the geological, geomorphological, and sedimentological data of the river stretch and its catchment area in order to establish the physical and geological baseline information. On the basis of these data, he/she will be responsible for analyzing the riverbank stability, assessing the natural sediment replenishment rate, evaluating the composition of the riverbed materials, and identifying areas prone to erosion, sedimentation, or geological hazards. Furthermore, he/she will identify and predict the respective impacts on the river morphology and hydro-geological environment, propose appropriate mitigation measures (such as specifying safe extraction depths, methods, and buffer zones), and develop monitoring mechanisms. The Geologist should have a master's degree in Geology, Engineering Geology, Geo-Tech Engineering or a related field, and experience as per Schedule 13 of EPR 2077.

(C) Ecologist/Forester/Biologist/Wild Life Expert/Botanist

The responsibility will be to assess and evaluate interactions of the project activities with the local flora and fauna and to suggest mitigation measures for its protection where the project activities are likely to impinge upon the flora or fauna in any way. He/she will be responsible for identifying sensitive species of the plants and animals and measures for their protection during both extraction and transportation stage. He/She should have qualification and experience as per schedule 13 of EPR 2077.



(D) Socio-Economist/Sociologist/Social Science Expert

The sociologist will collect the social and economic data of the project area in order to identify the socio-economic baseline information. On the basis of these data, he/she will be responsible for preparation of issues, identify and predict the respective impacts, propose appropriate mitigation measures, and monitoring mechanism etc. The Sociologist should have a master's degree in the field and experience as per schedule 13 of EPR 2077.

(E) Surveyor

The surveyor will collect the precise spatial, topographic, and cadastral data of the project area in order to establish the physical baseline information. On the basis of these data, he/she will be responsible for the preparation of accurate site maps, demarcation of the project footprint, calculation of the physical extent of land or asset loss, surveying all material extraction sites to estimate available quantities, and providing essential geospatial inputs required to predict spatial impacts and propose appropriate location-specific mitigation measures. The Surveyor should have a diploma's degree in Civil, Geomatics, Surveying, or a related field.

7. Time

Consultant shall commence the work from date of signing agreement and prescribed work plan for completion of the IEE as well as approval of the documents should be mentioned in proposal. The IEE reports must be submitted within 1 month of agreement to Jayaprithvi Municipality. The detail of time frame is given in figure.

Activities	Week			
	1	2	3	4
Literature review and preparation of ToR document				
ToR document submission and approval				
Field Visit Data Collection				
Draft IEE report preparation				



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Public hearing notice publication, public consultation meeting				
Public Notice (7 day) and collect recommendation letter				
Incorporate comment and suggestion from public consultation and from 7 day notice				
Final IEE report writing presentation				
Submission of Final report and approval with incorporating comments				
Demarcation of site				

8. Deliverables

The ToR format should strictly follow the schedule 7 of EPR 2020 and schedule 7 of Sudur Paschim Province EPR 2020 and final report format should strictly follow the Schedule 11 of EPR 2020 and Schedule 11 of Sudur Paschim Province EPR 2020. Consultants should submit TOR as well as draft Report to Jayaprithvi Municipality for review and after review, should submit Final IEE reports to Jayaprithvi Municipality. Step for approval of IEE Repot

1. Submission of Draft ToR to Municipality
2. Review by Technical Committee formed according to Jayaprithvi Municipality Brief Environmental Study and Initial Environmental Examination Procedure, 2080
3. Comment address in ToR
4. Approval of ToR as per Jayaprithvi Municipality Brief Environmental Study and Initial Environmental Examination Procedure, 2080
5. Field study
6. Public Hearing Notice
7. Public Notice
8. Draft Reports (4) Submission and presentation
9. The Consultant should present draft report to Concerned Authority before submission of draft report. Issues Raised in Presentations must be addressed quickly. Recommendation letters from stakeholders (community forest, National Forest, Ward office) is must in report, such extraction points which creates ambiguity and confusions



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among stake holders that goes beyond boundary of Jayaprithvi Municipality must not be included in the report.

10. Review by Technical Committee formed as according to Jayaprithvi Municipality Brief Environmental Study and Initial Environmental Examination Procedure, 2080
11. Addressing Comment and Submitting final report (5 copies of each IEE report) with heavy equipment machine procedure of every site.
12. There must be separate IEE reports for each river. The report Format should strictly follow the Schedule 11 of EPR 2020. Final report must be signed by Core team members as mentioned in The CV during Evaluation and presentation must be given by the same members.

13. Documents required from the Consultant

The Consultant firm should submit the following documents at the time of bidding:

- ❖ Proof of the Firm's registration.
- ❖ Proof of the Firm's VAT registration.
- ❖ Firm's Memorandum copy and Profile.
- ❖ Latest Tax clearance letter (081/82).
- ❖ CV of Team Leader and other experts with signature with general and specific experience as per schedule 13 of Sudurpaschim Province Environmental Protection Act, 2077.
- ❖ Time Schedule with methodology
- ❖ Firms experience detail in General EIA/IEE/BES and Specific EIA/IEE/BES with experience letter
- ❖ Understand of TOR and Methodology
- ❖ Other documents if any.

9. Changes to Work

The consultant shall make such changes and revisions in the completed work as necessary to correct errors appearing there in, when required to do so by the proponent without additional compensation thereof. Should the proponent finds it described for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the consultant shall make such revisions as directed by the proponent.



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10. Payment

Following shall govern the payment for the assignment.

- 100% will be paid on approval of the final IEE Report

11. Conclusion and Recommendations

This section should clearly indicate whether IEE report is sufficient or further assessment is needed. Likewise, it should also recommend that what aspects should be covered if further environmental assessment is needed.

12. Miscellaneous

Reference materials should be mentioned if used during IEE report preparation in standard format.



PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

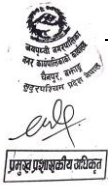
1. Part II includes standard Contract forms for Consulting Services (a Time-Based Contract).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) other expenses and provisional sums using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.



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II. Special Conditions of Contract

Time-Based



I. 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; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks 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-6 in the Consultant’s Proposal. Highlight the changes to Section 5 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the “Reporting Requirements” section of the TORs: Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.]

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 – COST ESTIMATES IN FOREIGN CURRENCY

1. List here cost estimates for remuneration, reimbursable and other expenses to be made in foreign currency.

{The table shall be based on [Form FIN-3] and [Form FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations.}



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

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

(Expressed in [insert name of currency])*

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

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____



APPENDIX D – COST ESTIMATES IN LOCAL CURRENCY

List here cost estimates for remuneration, reimbursable and other expenses to be made in local currency.

{The table shall be based on [Form FIN-3] and [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations.



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APPENDIX E - FORM OF PERFORMANCE GUARANTEE

[See Clause GCC 11.1]

Performance Security (On letterhead paper of the Bank)

..... *Bank's Name, and Address of Issuing Branch or Office*
.....

Beneficiary:[insert Name and Address of Employer].....

Date:

Performance Guarantee No.:.....

We have been informed that *[insert name of the Consultant, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Consultant") has been notified by you to sign the Contract No. *[insert reference number of the Contract]*, for the execution of *[insert name of contract and brief description of consulting services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we... .. *[insert name of the Bank]*, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees.....*[insert amount in figures*and amount in words]*..... such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the.....*[insert day]*.Day of*[insert month, year]*, **, and any demand for payment under it 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 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.



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.....

Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

* *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.*

** *Insert the date thirty days after the date specified for the intended completion period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer 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.*



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Time-Based

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 47.1 (a)]

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [name and address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

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

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

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

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

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



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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.”