

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

Selection of Consulting Services for:

Project: Consulting Services for hiring Architects/Urban Planner in each New Town
(Package No: NTPCO-CS-01-081/82)

S.No.	Contract Package No.
1	NTPCO-CS -01a-PatanNT-2081/82
2	NTPCO-CS-01b-SanfebagarNT-2081/82
3	NTPCO-CS-01c- RakamkarnaliNT -2081/82
4	NTPCO-CS-01d- BherigangaNT -2081/82
5	NTPCO-CS-01e- ChaurjahariNT -2081/82
6	NTPCO-CS-01f- BasantapurNT -2081/82
7	NTPCO-CS-01g- BurtibangNT -2081/82
8	NTPCO-CS-01h- DumreNT -2081/82
9	NTPCO-CS-01i- BaireniNT -2081/82
10	NTPCO-CS-01j- KhurkotNT -2081/82
11	NTPCO-CS-01k- PhidimNT -2081/82

Office Name: New Town Project Co-ordination Office
Office Address: Babarmahal, Kathmandu

Financing Agency: Government Budget

Issued on: 16th Bhadra 2081

TABLE OF CONTENTS

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 – Corrupt and Fraudulent Practices

Section 7–Terms of Reference

Section 8– Conditions of Contract and Contract Forms

TABLE OF CLAUSES

PART I

Section 1. Letter of Invitation

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices
6. Eligibility

B. Preparation of Proposals

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising the Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
24. Correction of Errors

-
- 25.Taxes
 - 26.Conversion to Single Currency
 - 27.Combined Quality and Cost Evaluation
 - 28.Negotiations
 - 29.Conclusion of Negotiations
 - 30.Award of Contract

D. Negotiations and Award

E. Data Sheet

Section 3. Technical Proposal – Standard Forms

Form TECH-1

Form TECH-7

Section 4. Financial Proposal - Standard Forms

Section 5. Eligible Countries

Section 6. Corrupt and Fraudulent Practices

Section 7. Terms of Reference

PART II

Section 8. Conditions of Contract and Contract Forms

Preface

I.Form of Contract

II.General Conditions of Contract

III.Special Conditions of Contract

IV.Appendices

PART I

Section 1. Letter of Invitation

16th Bhadra 2081

Dear Mr./Ms.:

1. Government of Nepal (GoN) has allocated fund toward the cost of New town Project and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is *issued*.

The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Consulting Services for hiring Architects/Urban Planner in each New Town (Package No: NTPCO-CS-01-081/82)**

S.No.	Contract Package No.
1	NTPCO-CS -01a-PatanNT-2081/82
2	NTPCO-CS-01b-SanfebagarNT-2081/82
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10	NTPCO-CS-01j- KhurkotNT -2081/82
11	NTPCO-CS-01k- PhidimNT -2081/82

More details on the Services are provided in the Terms of Reference (Section 7).

2. This Request for Proposals (RFP) has been addressed to all the eligible candidates.
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 by [insert date], in writing at [insert address], by facsimile [insert facsimile number], or by E-mail [insert e-mail address]:

- (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).

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

Yours sincerely,
Project Director
New Town Project Co-ordination Office

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

<p>1. Definitions</p>	<p>(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.</p> <p>(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.</p> <p>(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is</p>
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	<p>taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p>

	<p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.
	5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.

	5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be as specified in the Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 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.</p> <p>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.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the

	right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on

	<p>the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	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	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p>

	<p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.</p>
c. Currency of Proposal	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
d. Currency of Payment	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all</p>

	<p>members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p>

	<p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company</p>

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

	<p>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
26. Conversion to Single Currency	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	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
30. Award of Contract	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
31. Request for Information/ Complaints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not</p>

	<p>being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Bata Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p>32. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ol style="list-style-type: none"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts

	<ul style="list-style-type: none"> 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
<p>33. Blacklisting</p>	<p>33.1 Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none"> a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract, d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information, f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

E. Data Sheet

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

A. General																									
ITC Clause Reference																									
2.1	<p style="text-align: center;">Name of the Client: New Town Project Co-ordination Office, Babarmahal, Kathmandu</p> <p>Method of selection: QCBS</p>																								
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Consulting Services for hiring Architects/Urban Planner in each New Town (Package No: NTPCO-CS-01-081/82)</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">S.No.</th> <th style="text-align: center;">Contract Package No.</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td>NTPCO-CS -01a-PatanNT-2081/82</td></tr> <tr><td style="text-align: center;">2</td><td>NTPCO-CS-01b-SanfekarNT-2081/82</td></tr> <tr><td style="text-align: center;">3</td><td>NTPCO-CS-01c- RakamkarnaliNT -2081/82</td></tr> <tr><td style="text-align: center;">4</td><td>NTPCO-CS-01d- BherigangaNT -2081/82</td></tr> <tr><td style="text-align: center;">5</td><td>NTPCO-CS-01e- ChaurjahariNT -2081/82</td></tr> <tr><td style="text-align: center;">6</td><td>NTPCO-CS-01f- BasantapurNT -2081/82</td></tr> <tr><td style="text-align: center;">7</td><td>NTPCO-CS-01g- BurtibangNT -2081/82</td></tr> <tr><td style="text-align: center;">8</td><td>NTPCO-CS-01h- DumreNT -2081/82</td></tr> <tr><td style="text-align: center;">9</td><td>NTPCO-CS-01i- BaireniNT -2081/82</td></tr> <tr><td style="text-align: center;">10</td><td>NTPCO-CS-01j- KhurkotNT -2081/82</td></tr> <tr><td style="text-align: center;">11</td><td>NTPCO-CS-01k- PhidimNT -2081/82</td></tr> </tbody> </table>	S.No.	Contract Package No.	1	NTPCO-CS -01a-PatanNT-2081/82	2	NTPCO-CS-01b-SanfekarNT-2081/82	3	NTPCO-CS-01c- RakamkarnaliNT -2081/82	4	NTPCO-CS-01d- BherigangaNT -2081/82	5	NTPCO-CS-01e- ChaurjahariNT -2081/82	6	NTPCO-CS-01f- BasantapurNT -2081/82	7	NTPCO-CS-01g- BurtibangNT -2081/82	8	NTPCO-CS-01h- DumreNT -2081/82	9	NTPCO-CS-01i- BaireniNT -2081/82	10	NTPCO-CS-01j- KhurkotNT -2081/82	11	NTPCO-CS-01k- PhidimNT -2081/82
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2.3	A pre-proposal conference will be held: No __																								
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per TOR</p>																								
6.3.1	<p>A list of debarred firms and individuals is available at the following website <i>[insert appropriate website address: PPMO or DP as applicable]</i></p>																								

B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (N/A) (2) Proof of Legal Status and Eligibility (3) TECH-1 (Mandatory) (4) TECH-7 (Mandatory) <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ul style="list-style-type: none"> (1) FIN-1 (Mandatory) (2) FIN-2 (Mandatory) <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Certificate of incorporation.
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment: No_____
13.1	Clarifications may be requested no later than <u>5</u> days prior to the submission deadline.
14.1.2	Estimated input of national Key Experts' time-input: 10 person-months
14.1.3 for time-based contracts only	Minimum time-input of national Key Experts' is:10 person-months
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>
16.3	"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	

17.1	The Consultants shall not have the option of submitting their Proposals electronically.																								
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original for each applied packages.																								
17.8	The Proposals must be received at the address below no later than: Date: Bhadra 30, 2081 Time: 17:00 local time The Proposal submission address is: New Town Project Co-ordination Office Babarmahal, Kathmandu																								
19.1	An online option of the opening of the Technical Proposals is offered: No_____																								
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party.																								
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are</p> <p>प्रत्येक नयाँ शहर आयोजना कार्यालयमा एक/एक जना आर्किटेक्ट/ प्लानर विज्ञ खटाउने ११ जना Consulting Services for hiring Architects/Urban Planner in each New Town (Package No: NTPCO-CS-01-081/82)</p> <p style="text-align: center;"><u>Evaluation Criteria*</u></p> <p>*Evaluation shall be done following the serial number in the advertisement. Candidates who have been selected in previous serial number shall not be evaluated/selected in succeeding serial numbers.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: yellow;"> <th colspan="3" style="text-align: center;">A. DETAILED EVALUATION CRITERIA</th> </tr> <tr> <th style="width: 10%;">S.N.</th> <th style="width: 70%;">Evaluation Criteria</th> <th style="width: 20%;">Marks</th> </tr> </thead> <tbody> <tr style="background-color: yellow;"> <td style="text-align: center;">1</td> <td style="text-align: center;">QUALIFICATION CRITERIA</td> <td style="text-align: center;">40</td> </tr> <tr> <td style="text-align: center;">a</td> <td><i>Minimum Qualification:</i> Bachelor's in Architecture with at least 3 years of work experience after B.Arch.</td> <td style="text-align: center;">40</td> </tr> <tr style="background-color: yellow;"> <td style="text-align: center;">2</td> <td style="text-align: center;">ADDITIONAL ACADEMIC QUALIFICATION/ACHIEVEMENTS</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">a</td> <td>Master's degree in Urban Planning/ Regional Planning/City Planning/Human Settlement Planning/Urban Studies/ Urban Ecological Planning, Land Management, Urban Design and Conservation, urban management.</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">b</td> <td>Alternative candidate (वैकल्पिक उम्मेदवार) of exams conducted by public service commission for Nepal engineering group, building and architect sub group</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">c</td> <td>University topper/Thesis Topper in bachelor's /Master's degree</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	A. DETAILED EVALUATION CRITERIA			S.N.	Evaluation Criteria	Marks	1	QUALIFICATION CRITERIA	40	a	<i>Minimum Qualification:</i> Bachelor's in Architecture with at least 3 years of work experience after B.Arch.	40	2	ADDITIONAL ACADEMIC QUALIFICATION/ACHIEVEMENTS	20	a	Master's degree in Urban Planning/ Regional Planning/City Planning/Human Settlement Planning/Urban Studies/ Urban Ecological Planning, Land Management, Urban Design and Conservation, urban management.	10	b	Alternative candidate (वैकल्पिक उम्मेदवार) of exams conducted by public service commission for Nepal engineering group, building and architect sub group	5	c	University topper/Thesis Topper in bachelor's /Master's degree	5
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	3	WORK EXPERIENCE	40
	A	General Experience	
	a	Work experience after bachelor's degrees	15
	B	Specific Experience	
	a	Experience as an Architect/Urban Planner in any urban infrastructure projects (DED of city hall, parks, etc.), building design (except residential building)	7
	b	Experience in bylaws formulation, heritage conservation projects, IUDP	5
	c	Experience in land pooling projects	5
	d	Experience of working in hilly region of Nepal	3
	e	Prior experience in New Town Project as architect/urban planner (contract staff/individual expert)	5
		Total	100
		Minimum Pass mark: 60	
		<p>Notes: Following documents must be submitted -Copy of citizenship -Copy of NEC/academic (Bachelor/Master Degree) certificate -Copy of academic (Bachelor/Master Degree) certificate and transcript -CV (not more than 3 pages) -Admission Card of PSC exam (for Alternative Candidate of exams conducted by public service commission for Nepal engineering group, building and architect sub group -Certificate of excellence (for University toppers/thesis toppers of aforementioned degree)</p> <p>The minimum technical score (St) required to pass is 60 Points</p>	
23.1	An online option of the opening of the Financial Proposals is offered: No_____.		
23.1 and 23.2	The Client will read aloud only overall technical scores.		
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is Nrs.		
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 and</p>		

	<p>P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: 10th Ashoj 2081 Address: New Town Project Cos-ordination Office, Babarmahal, Kathmandu</p>
30.4	<p>Expected date for the commencement of the Services: Date: 15th Ashoj 2081</p>
33.2	<p>A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np</p>

Section 3. Technical Proposal – Standard Forms

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Director,
New Town Project Co-ordination Office,
Babarmahal, Kathmandu.

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-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.

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

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

Full name of authorized representative:

Note: Please fill and attach Tech -7 supplementary form with this form.

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:
The Director,
New Town Project Co-ordination Office,
Babarmahal, Kathmandu

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.

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: _____

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.}	
	<i>Insert Local Currency, if used and/or required (16.4 Data Sheet)</i>	Remarks
Competitive Components		
Remuneration, Key Experts (<i>Per Month</i>)		<i>Please State in Figures and in words</i>
Miscellaneous (<i>Per Month</i>)		
<i>a. Stationery, Printing, Support Staff</i>		<i>Please State in Figures and in words</i>
<i>b. Busfare (Local Transport+Two way from airport to NTP)</i>		<i>Please State in Figures and in words</i>
Sub-Total		
Non-Competitive Components		
Reimbursable Expenses(Air Fare Two Way)	<i>within estimated ceiling</i>	Maximum payable amount (Per Month) <ul style="list-style-type: none"> • Rs. 13,000 for Phidim, • Rs.12,000 for Basantapur, • Rs. 9,000 for Burtibang, • Rs. 15,000 each for Rakam Karnali, Charjahari and Bheriganga • Rs. 16,000 each for Sanfebagar and Patan
Local Incentive	<i>within estimated ceiling</i>	Maximum payable amount (Per Month) <ul style="list-style-type: none"> • Rs. 1290 for Phidim, • Rs. 1350 for Basantapur • Rs. 3940 for Burtibang, Rakam Karnali, Chaurjahari, Sanfebagar and Patan New town respectively
Sub-Total	-	
Total Cost of the Financial Proposal¹ <i>(per Month)</i>	-	<i>Please State in Figures and in words</i>
Value Added Tax (VAT)	-	

¹ Should match the amount in Form FIN-1.

Section 5. Eligible Countries

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

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

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

For the purpose of International Shortlisting: **“all Countries”**

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

Section 6. Corrupt and Fraudulent Practices

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

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

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

Section 7. Terms of Reference

प्रत्येक नयाँ शहर आयोजना कार्यालयमा एक/एक जना आर्किटेक्ट/प्लानर विज्ञ खटाउने ११ जना परामर्श कार्यको कार्यक्षेत्रगत शर्त (TOR)

१. पृष्ठभूमि

नेपाल सरकारको आ.व. ०६७/६८ को नीति तथा कार्यक्रम अनुसार मध्य पहाडी राजमार्ग र उत्तर-दक्षिण करीडोरको संगम स्थल आसपास आधुनिक नयाँ शहरहरूको विकास तथा निर्माण गर्ने सोच अनुरूप नयाँ शहर आयोजना (New Town Project) संचालनमा रहेको छ। नेपाल सरकारबाट विभिन्न मितिमा घोषणा भएका (मध्य पहाडी लोकमार्ग, हुलाकी लोकमार्ग, तराई मधेश, हिमाली पदमार्ग लगायत विभिन्न स्थानमा) नयाँ शहरहरू, स्मार्ट सिटीहरू र हिमाली शहरहरू गरी जम्मा ५४ वटा शहरहरूको अध्ययन भई कार्य अगाडि बढाइएको छ। यस आयोजनाले नेपाल सरकारको राष्ट्रिय शहरी नीति, २०६४ ले औल्याएको सन्तुलित शहरी विकास “Balanced Urban Development” नीतिका साथै दिगो विकास लक्ष्यको ११ औँ बुँदा दिगो शहर तथा समुदायहरू (Sustainable Cities and Communities) लाई आत्मासात गरेको छ।

यस आयोजनको उद्देश्य शहरीकरणलाई व्यवस्थित गरी प्रत्येक शहरलाई त्यस क्षेत्रको केन्द्रको रूपमा विकास गर्ने; ठूला शहरी क्षेत्र, तराई तथा कृषि योग्य क्षेत्रहरूमा हुन सक्ने बसाइँसराइलाई नियमन गर्ने; बस्तीहरूको विकासको रणनीतिक योजना, कार्यक्रम, भूउपयोग तथा विकास रणनीति तयार पार्ने; कृषि, पर्यटक, शैक्षिक तथा औद्योगिक क्षेत्रहरूको विकास एवं प्रवर्द्धन गरी आर्थिक क्रियाकलापहरू क्रियाशिल गर्ने र ग्रामीण क्षेत्रबाट ठूला शहरहरूमा हुने बसाइँसराइलाई कम गर्दै साना तथा मझौला आधुनिक शहरहरूको विकास गर्दै जाने रहेको छ।

हाल मध्य पहाडी लोकमार्ग आसपासका ११ स्थानमा नयाँ शहर आयोजना कार्यालय स्थापना भई शहरी योजना तथा पूर्वाधार निर्माण लगायत एकीकृत जग्गा विकास (Land Pooling) का कार्यहरू भईरहेको छ। हाल ८ वटा नयाँ शहरमा १० वटा जग्गा विकास कार्यक्रम सन्चालनमा रहेको छ। नयाँ शहर स्थापना भएका प्रत्येक कार्यालयमा सिनियर डिभिजनल इन्जिनियर, इन्जिनियर, सब इन्जिनियर, सामाजिक परिचालक सहितको १३ जनाको दरबन्दी रहेको छ। आयोजना कार्यालयको दरबन्दी अनुसार नयाँ शहर निर्माणका लागि आवश्यक योजना तर्जुमा गर्न तथा पूर्वाधार डिजाइन गर्न तथा जग्गा एकीकरणका कार्यहरू संचालन गर्नका लागि जनशक्ति अपुग रहेको हुँदा यस समन्वय कार्यालयको आ.व. २०८०।८१ को स्वीकृत वार्षिक कार्यक्रम : “प्रत्येक नयाँ शहर आयोजना कार्यालयमा एक/एक जना आर्किटेक्ट/ प्लानर विज्ञ खटाउने ११ जना” कार्य अन्तर्गत आर्किटेक्ट तथा शहरी योजनाकारहरूको सेवा लिने प्रयोजनार्थ यो कार्यक्षेत्रगत शर्तहरू तयार पारिएको छ।

२. परामर्श सेवाको उद्देश्य

यस परामर्श सेवाको प्रमुख उद्देश्य नयाँ शहर निर्माणका क्रियाकलाप (योजना तर्जुमा, परियोजना डिजाइन, योजना अनुरूप विकास निर्माण, जग्गा विकास तथा नियमनका कार्यहरू) मा नयाँ शहर आयोजनालाई सहयोग

गर्नु हो जसअन्तर्गत नयाँ शहरको बर्तमान अवस्था, योजना तथा समयानुसार थप सम्भावना अध्ययन/ तथा दीर्घकालीन सोच आत्मसाथ गरी शहरी विकासका पूर्वाधार डिजाइन तथा निर्माणमा नयाँ शहर आयोजनालाई विविध पक्षमा योगदान दिने रहेको छ। यसका अन्य अन्तर्निहित उद्देश्यहरू निम्नानुसार रहेका छन् ।

- शहरी योजना / अर्वािन डिजाइन एवं भू-उपयोग तथा भौतिक विकासको नियमन सम्बन्धी कार्यमा प्राविधिक सहयोग
- जग्गा एकीकरण आयोजना सम्बन्धी कार्यमा प्राविधिक सहयोग
- परियोजनाको आर्किटेक्चर/डिजाइन तथा सुपरिवेक्षण सम्बन्धी कार्यमा प्राविधिक सहयोग

३. कार्यक्षेत्र

यस परामर्श सेवाको कार्यक्षेत्र निम्नानुसार रहेको छ ।

क. मुल्यांकन बिधिबाट छनौट भए अनुसार एघार वटा नयाँ शहर आयोजना क्षेत्र मध्येको एक नयाँ शहरमा रहेर कार्य गर्ने

ख. नयाँ सहर आयोजना कार्यालय प्रमुख, स्थानीय पालिका, नगर विकास समिति तथा नयाँ सहर आयोजना समन्वय कार्यालयसंग समन्वय गरी निम्नानुसारका प्राथमिकताका आधारमा कार्य गर्ने ।

अ. शहरी योजना/अर्वािन डिजाइन सम्बन्धी कार्य

- नयाँ शहरको IUDP अध्ययन गरी हालको सन्दर्भमा सान्दर्भिकता, अगाडि बढ्ने विषयमा परामर्शदाताको विश्लेषण / सुझाव
- नयाँ शहर योजना अद्यावधिक सम्बन्धी परामर्शदाताको कार्य
 - नयाँ शहरको जनसाँख्यिक विवरण, सामाजिक, आर्थिक तथा भौतिक पूर्वाधारको अवस्था चित्रण, क्षेत्रिय अवस्थिति (position in national urban system) लगायत आर्थिक लगायत समष्टिगत विकास सम्भावनाका विषयमा अध्ययन
 - नयाँ शहर विकासको SWOT/trend लगायतकाक विश्लेषण (analysis) गर्ने
 - शहरको पृष्ठभूमि, हालसम्म भएका विकासका कार्यहरू लगायतका अध्ययन गरी संभावित बस्ती विस्तार क्षेत्र (Development Nodes) पहिचान एवं नक्शाङ्कन गर्ने।
 - त्यसैगरी संरक्षण क्षेत्र, शहरी पुनरुत्थान क्षेत्र, बसोवास सुधार क्षेत्र, कृषिभूमि चक्लावन्दी क्षेत्र र जोखिम क्षेत्रहरू पहिचान गरी विकास योजना तर्जुमा र नियमनका उपायहरू सुझाउने।
- मापदण्ड: (भू-उपयोग र भौतिक विकासको नियमन)

- नगरपालिकाको मापदण्ड नभएको अवस्थामा नगरपालिकामा सिफारीस गर्नको लागि नगरपालिकासंग समन्वय गरी मापदण्डको प्राविधिक विश्लेषणका साथै नेपाली भाषामा Draft (with justification) तयार गर्ने।
- आयोजना कार्यालयको सहयोगमा स्थानीय पालिकासंग छलफल तथा स्वीकृतिको लागि पहल गर्ने
- मापदण्ड पहिले नै रहेको अवस्थामा सो मापदण्ड Review गरी परिमार्जन आवश्यक भएमा परिमार्जित मापदण्डको मस्यौदा तयार गर्ने।
- आगामी कार्यदिशाको खाका तयार गर्ने।
 - Settlement pattern, density, connectivity र economic base का आधारमा नयाँ शहरको future structure mapping र सो अनुसारको priority project list तयार गर्ने।
- नयाँ शहर आयोजनाको website मा राख्नका लागि विषयवस्तु तयार गर्ने।
- Website, GIS Map तथा PMIS update गर्न सहयोग गर्ने।

आ. जग्गा एकीकरण आयोजना सम्बन्धी कार्य

- जग्गा एकीकरण आयोजना संचालनमा नरहेको अवस्थामा
 - व्यवस्थित बस्ती बिकासका लागि अन्य सम्भावित जग्गा एकीकरण कार्यक्रमका लागि उपयुक्त क्षेत्र पहिचान गरी नयाँ शहर आयोजना तथा नयाँ शहर आयोजना समन्वय कार्यालयमा छलफल गर्ने र सो सम्बन्धी प्रतिवेदनमा लिपिवद्ध गर्ने।
- सम्बन्धित नयाँ शहरमा जग्गा एकीकरण आयोजना संचालनमा रहेको भएका यस्ता आयोजनालाई छिटो छरितो सम्पन्न गर्न फिल्डमा रही प्लानर विज्ञको कार्य गर्ने।
 - हाल कार्यन्वयन चरणमा रहेका जग्गा एकीकरण आयोजनाका परामर्शदाताबाट प्राप्त प्रतिवेदनहरू अध्ययन गरी Readjustment Plan, Long Sheets मा समयसापेक्ष अध्यावधिक एवं आवश्यकता अनुसार परिमार्जन गर्ने। (शुरुको बेसलाइन र उपलब्धी लिपिवद्ध गर्ने)
- जग्गा एकीकरण आयोजनासँग सम्बन्धित काम कारवाही अगाडि वढाउन आवश्यकता अनुसार आयोजना प्रमुखको सहयोगमा नगरपालिकासँग समन्वय गर्ने, सरोकारवालाहरूसँग छलफल गर्ने, जग्गाधनीका गुनासो संकलन एवं सम्बोधनको प्रयास गर्ने।
- जग्गा एकीकरण आयोजना भित्रका पूर्वाधारहरूको DPR हरुको अध्ययन तथा आवश्यकतानुसार पुनः डिजाइनमा विज्ञता अनुसारको सहयोग गर्ने।
- जग्गा एकीकरण आयोजना भित्रका खुल्ला क्षेत्रको आवश्यकतानुसार Detail Design तयार वा परिमार्जन गर्ने।

- नापी तथा मालपोत कार्यालयसँग समन्वय गरी मोठ भिडान, जग्गा रोक्का गर्ने, जग्गा एक कित्ता गर्ने, अस्थायी लालपुर्जा वितरण गर्ने काममा समन्वय र सहयोग गर्ने।
- Field मा आइपरेका समस्याहरूमा नयाँ शहर आयोजना कार्यालयसँग छलफल गरी उपाय सुझाउने।
- जग्गा एकीकरण आयोजनाको कामकारवाही सम्बन्धमा आयोजना कार्यालय तथा समन्वय कार्यालयमा आवधिक रूपमा Reporting गर्ने।

इ. आर्किटेक्चर सम्बन्धी कार्य

- 1 नयाँ शहर आयोजना क्षेत्र भित्र पर्ने तथा वरिपरिका मौलिक बस्तीहरूको Vernacular Architecture को Inventory तयार गर्नुका साथै संरक्षणको योजना र मापदण्डको विषयमा व्यवहारिक उपायहरू सिफारिस गर्ने।
- 2 माथिका उद्देश्य र कार्यक्षेत्रका बुँदामा उल्लेख विषयका अतिरिक्त निम्न कार्यमा नयाँ शहर आयोजना कार्यालयलाई निरन्तर सहयोग गर्ने:
 - नयाँ शहर आयोजना कार्यालयको भवन तथा परिसर सुधारका लागि Master Plan तयारी गरी भवनलाई पूर्णता दिन तथा परिसर सौन्दर्यीकरण गर्न आवश्यक डिजाइन, ड्रइङ तयारी गर्ने।
 - आवश्यकतानुसार सम्पन्न भइसकेका आयोजनाहरूको As Built Drawing तयार गर्न कार्यालयका प्राविधिकलाई सहयोग गर्ने।
 - आयोजना कार्यालय अन्तर्गत कार्यान्वयन हुने भौतिक पूर्वाधारहरू (सरकारी भवन, सार्वजनिक पार्क, सार्वजनिक शौचालय, खेलकूद मैदान, तरकारी तथा फलफूल संकलन केन्द्र आदि) को आवश्यकता अनुसार मास्टर प्लान (Master Plan), आर्किटेक्चर डिजाइन, ड्रइङ (Drawing), लागत अनुमान (Cost Estimate) तयारी गर्न तथा पूर्वाधारहरूको स्थलगत सुपरिवेक्षण, नापजाँच लगायतका कार्यहरूमा कार्यालयका प्राविधिकलाई सहयोग गर्ने।

४. योग्यता र अनुभव:

न्यूनतम योग्यता तथा अनुभव

- मान्यता प्राप्त विश्वविद्यालयबाट कम्तीमा वास्तुकलाशास्त्र (Architecture) मा Bachelor's डिग्री
- स्नातक पश्चात न्यूनतम ३ वर्षको कार्य अनुभव।

थप योग्यता तथा अनुभव

- Urban Planning/ Regional Planning/City Planning/Human Settlement Planning/Urban Studies/ Urban Ecological Planning, Land Management, Urban Design and Conservation, urban management आदि विषयमा Master's Degree
- लोक सेवा आयोगद्वारा लिइने रा.प.तृतीय श्रेणी, नेपाल इन्जिनियरिङ्ग समूह, बि.ए.आ.उप-समूह पदको परीक्षाको वैकल्पिक उम्मेद्वार
- Bachelor's/ Master's degree मा University topper/Thesis Topper
- शहरी पूर्वाधारहरूको डिजाइन (e.g. DED of city hall, parks, etc.), मापदण्ड तर्जुमा, सम्पदा संरक्षण, IUDP निर्माण, जग्गा एकीकरण आयोजनासम्बन्धी कार्यानुभव
- पहाडी जिल्लामा काम गरेको
- नयाँ शहर आयोजनामा आर्किटेक्ट/शहरी योजनाकार भई काम गरेको

५. अपेक्षित उपलब्धी

यस परामर्शसेवाबाट सबै नयाँ शहरहरूमा जग्गा विकास कार्यक्रम कार्यान्वयन लगायत नयाँ शहरको आगामी शहरी योजना तर्जुमा गर्न दिशानिर्देश प्राप्त गर्ने, मापदण्ड कार्यान्वयन सम्बन्धमा प्राविधिक कार्यमा सहयोग हुनुका साथै स्थानीय वास्तुकला तथा सम्पदा बस्तीको संरक्षण हुने अपेक्षा गरिएको छ।

६. Deliverables (पेश गर्नुपर्ने प्रतिवेदन)

परामर्शदाताले सम्झौताको अन्त्यमा निम्न विवरण सहितको अन्तिम प्रतिवेदन पेश गर्नुपर्नेछ।

क. प्रतिवेदनको ढाँचा तथा संलग्न हुनुपर्ने विषयहरू :

- १: नयाँ शहर आयोजनाको पृष्ठभूमि, योजना, विधि, नयाँ शहरको परिचय, सम्भावना आदि
- २: शहरी योजना/bye-laws सम्बन्धी कार्यको प्रगति एवं उपलब्धिहरूको Compilation र status
- ३: जग्गा एकीकरण आयोजनामा आफूले गरेका काम कारबाहीहरूको विवरण र प्रगतिको अवस्था (Recommendation सहित)
- ४: आर्किटेक्चर डिजाइन सम्बन्धी कामहरूको Compilation (डिजाइन प्रतिवेदन सहितको नक्साहरू)
 - डिजाइन सम्बन्धि कार्यहरू

- नयाँ शहर आयोजना क्षेत्र भित्र पर्ने तथा वरिपरिका मौलिक बस्तीहरूको Vernacular Architecture को Inventory ।

५: माथिका बिषयमा थप कार्य गर्नुपर्ने सहितको Handover Note

६ : अनुसुचिहरू :

ख. सम्झौता अवधिको विभिन्न समयमा निम्नानुसारका प्रतिवेदन पेश गर्नु विज्ञको दायित्व हुनेछ ।

सी.नं	प्रतिवेदन	न्युनतम संलग्न हुनुपर्ने बिषय	पेश गर्ने समय
१	प्राथमिक प्रतिवेदन	<ul style="list-style-type: none"> • सम्बन्धित नयाँ शहरको सन्क्षिप्त अध्ययन र विश्लेषण • अन्तिम रिपोर्टको टेम्प्लेट/ ढाँचा - (बिषय सुची, खण्ड, chapter, शीर्षक र उपशीर्षकहरू र सोमा समावेश गरिने सामग्रीको विवरण सहित) 	सम्झौताको १.५ महिना भित्र
२	अन्तरिम प्रतिवेदन	<ul style="list-style-type: none"> • मस्यौदा/अन्तिम प्रतिवेदनको ढाँचामा सो अवधि भित्र गरेका विभिन्न विषयका कार्यहरू-(नगरपालिकाको Resource mapping, विश्लेषण, नगरपालिकासंग समन्वयका कार्यहरू, जग्गा एकीकरण आयोजनामा गरेको कार्य, आर्किटेक्चर र कार्यालयमा गरेका अन्य कामहरूको विवरण खुलाईएको) 	सम्झौताको ६ महिना भित्र
३	मस्यौदा प्रतिवेदन	अन्तिम प्रतिवेदनको ढाँचामा सो अवधि भित्र गरेका विभिन्न विषयका कार्यहरू	सम्झौताको ९ महिना भित्र
४	अन्तिम प्रतिवेदन	मस्यौदा प्रतिवेदनको पृष्ठपोषण समावेश गरी तोकिए बमोजिम ढाँचामा	सम्झौताको अवधिको अन्त्यमा
५	मासिक प्रगति प्रतिवेदन	दैनिक कार्यको प्रगति/ Time Sheet समेत संलग्न राखी मासिक प्रगति	माथिका प्रतिवेदन पेश गर्ने समय बाहेक अन्य महिनाको

७. परामर्श सेवा र शर्तहरू

यस परामर्श कार्यको सेवा अवधि २०८२ असार १५ सम्म हुनेछ। तर परामर्शदाताबाट कार्यालयले दिएको जिम्मेवारी पूरा गर्न नसकेको खण्डमा वा सेवा चित्त बुझ्दो नभएमा कुनै पनि समयमा कार्यालयले सो सम्झौता रद्द गर्न सक्नेछ।

मुख्य सेवा-शर्तहरू निम्नानुसार रहने छन्

- परामर्शसेवाले सार्वजनिक बिदा बाहेकका अन्य दिन सेवा शर्त बमोजिम कार्य गर्नुपर्नेछ। सेवा अवधिभर परामर्शदाताले कार्यालय प्रमुखबाट स्वीकृत गराई सार्वजनिक बिदा बाहेक महिनाको २ दिनको दरले एकमुष्ट वा पटक पटक गरी बिदा लिन सक्नेछ।
- विज्ञ परामर्शदाताले प्रत्येक महिना कम्तिमा ३ हप्ता सम्बन्धित आयोजना कार्यालयमा मुकाम रही कामकाज गर्नुपर्नेछ। अन्य अवधिमा समन्वय कार्यालयले छलफल तथा अन्य समन्वय कार्यको लागि परामर्शदातालाई परिचालन गर्न सक्नेछ।
- परामर्शदाता छनौट भई सम्झौता गर्न नआएमा कानून अनुसार कारवाही प्रक्रिया अगाडि बढाइनेछ।
- विज्ञ परामर्शदाताले मनासिव कारण सहित कामकाजलाई निरन्तरता दिन नसक्ने भएमा नेपाल सरकारको स्थायी रोजगारी प्राप्त भएकोमा बाहेक अन्य अवस्थामा कार्यालयलाई १ महिना अगावै सूचना दिई कार्यालयबाट स्वीकृत हुनुपर्नेछ। बिना सूचना कामबाट अलग भएमा अन्तिम महिनाको पारिश्रमिक भुक्तानी हुने छैन।
- बिदा स्वीकृति बेगर परामर्शदाता लगातार १५ दिन अनुपस्थित भएमा समन्वय कार्यालयले सम्झौता अन्त्य गरी नियमानुसार कारवाही प्रक्रिया अगाडि बढाउन सक्नेछ।
- परामर्शकार्यको उपलब्धी सन्तोषजनक रहेमा बजेट र कार्यक्रमको परिधिमा रही आगामी आ.व.मा निरन्तरता दिन सकिनेछ।

८. सुविधा

विशेषज्ञ सेवाको लागि पारिश्रमिक शहरी विकास मन्त्रालयको मिति २०७८।०७।०२ को सचिवस्तरीय निर्णयानुसार आ. व. २०७८।७९ को लागि परामर्श सेवा दिने व्यक्तिलाई निर्धारित पारिश्रमिकको आधारमा basic salary को र यातायात खर्च तथा नेपाल सरकारको नियमानुसार स्थानीय भत्ता थप हुने गरी लागत अनुमान गरिएको छ। परामर्शदाताको प्रस्ताव स्वीकृत पश्चात सम्झौता बमोजिमको रकम निजले प्रतिवेदन पेश गरे पश्चात उपलब्ध गराइनेछ। सो रकममा नेपाल सरकारको नियमानुसार लाग्ने करकट्टी गरिनेछ। सम्बन्धित आयोजना कार्यालयबाट यस समन्वय कार्यालयमा आई कामकाज/ Reporting गर्दा reimbursable item अन्तर्गत Transportation को Airfare बाहेक थप सुविधा दिइने छैन।

९. भुक्तानीको ढाँचा

- परामर्शसेवाको भुक्तानी मासिक रूपमा हुनेछ।
- अनुपस्थित अवधिको लागि मासिक किस्ताको समानुपातिक रूपमा दैनिक remuneration को दरले कट्टा गरी भुक्तानी दिइनेछ।

-
- भुक्तानीको लागि सम्बन्धित आयोजना प्रमुखबाट परामर्शदाताको हाजिर प्रमाणित गरिएको हुनुपर्नेछ।
 - Reimbursable item को भुक्तानीको लागि भ्रमण आदेशसाथ बिल पेश गर्नुपर्नेछ।

१०. विज्ञ परामर्शदाताको छनोट

दरखास्त परेका मध्यबाट न्युनतम मापदण्ड पूरा गरेका उम्मेद्वारहरूको निम्नानुसार मूल्यांकन गरी योग्यताक्रम तयार पारिनेछ।

- लोकसेवाबाट लिइने नेपाल इन्जिनियरिङ्ग, सिभिल समूह, बिल्डिङ्ग एण्ड आर्किटेक्ट उपसमूहको परीक्षाका वैकल्पिक सूचिमा रहेका उम्मेद्वार
- स्नातकोत्तर तह/ शोध कार्य (Thesis)मा सर्वोत्कृष्ट अंक
- कार्यानुभव
 - कार्य अनुभव अवधि
 - जग्गा एकीकरण, भवन निर्माण मापदण्ड तर्जुमा, सम्पदा बस्ती संरक्षण, शहरी पूर्वाधार डिजाइन लगायतको कार्य अनुभव
 - पहाडी क्षेत्रको कार्य अनुभव

नोट: विज्ञापनमा उल्लेखित सि.नं. अनुसार मूल्यांकन गरिनेछ। अधिल्लो सि.नं. मा छनोट भइसकेका उम्मेद्वारहरूको मूल्यांकन पछाडिका सि.नं.मा गरिने छैन।

११. कार्यस्थल तथा अन्य सहयोग

तत् तत् नयाँ शहर आयोजना कार्यालयले परामर्शदातालाई आवश्यक कार्यस्थल उपलब्ध गराउने छ। ल्यापटपको व्यवस्था विज्ञ स्वयंले गर्नुपर्नेछ।

१२. सम्झौता तथा सम्पर्क ठेगाना

यस कार्यको संझौता नयाँ शहर आयोजनाको आयोजना प्रमुखले गर्ने छ। आयोजना कार्यालयको सम्पर्क ठेगाना निम्नानुसार रहेको छ।

नयाँ शहर आयोजना समन्वय कार्यालय

शहरी विकास तथा भवन निर्माण विभाग परिसर,

बबरमहल, काठमाडौं

ईमेल: newtownp1@gmail.com

फोन नं. ०९७७-०१-४२६२४९६

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.

STANDARD FORM OF CONTRACT

Consultant's Services

TIME-BASED FORM OF CONTRACT

Contents

PART I.....	1
Section 1. Letter of Invitation.....	1
1. Definitions.....	13
2. Introduction.....	14
3. Conflict of Interest	14
4. Unfair Competitive Advantage.....	15
5. Corrupt and Fraudulent Practices.....	15
6. Eligibility	16
B. Preparation of Proposals.....	16
7. General Considerations.....	16
8. Cost of Preparation of Proposal	16
9. Language	17
10. Documents Comprising the Proposal	17
11. Only One Proposal.....	17
12. Proposal Validity	17
13. Clarification and Amendment of RFP	18
14. Preparation of Proposals – Specific Considerations.....	18
15. Technical Proposal Format and Content.....	19
16. Financial Proposal.....	19
C. Submission, Opening and Evaluation.....	19
17. Submission, Sealing, and Marking of Proposals	19
18. Confidentiality	20
19. Opening of Technical Proposals.....	21
20. Proposals Evaluation	21
21. Evaluation of Technical Proposals	21
22. Financial Proposals for QBS	22
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	22
24. Correction of Errors.....	23
25. Taxes	23
26. Conversion to Single Currency	23

E. Data Sheet.....	28
Section 3. Technical Proposal – Standard Forms	33
Section 4. Financial Proposal - Standard Forms	37
Section 5. Eligible Countries	40
Section 6. Corrupt and Fraudulent Practices.....	41
Section 7. Terms of Reference	42
PART II.....	1
Section 8. Conditions of Contract and Contract Forms.....	1
Preface.....	9
I. Form of Contract.....	11
II. General Conditions of Contract	13
A. GENERAL PROVISIONS	13
1. Definitions.....	13
2. Relationship between the Parties	14
3. Law Governing Contract.....	14
4. Language	14
5. Headings	14
6. Communications	15
7. Location	15
8. Authority of Member in Charge	15
9. Authorized Representatives.....	15
10. Corrupt and Fraudulent Practices.....	15
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	15
11. Effectiveness of Contract	15
12. Termination of Contract for Failure to Become Effective.....	16
13. Commencement of Services	16
14. Expiration of Contract	16
15. Entire Agreement.....	16
16. Modifications or Variations.....	16
17. Force Majeure	16
18. Suspension	18
19. Termination.....	18

C. OBLIGATIONS OF THE CONSULTANT	20
20. General.....	20
21. Conflict of Interests.....	21
22. Conduct of Consultants	22
23. Confidentiality	22
24. Liability of the Consultant	22
25. Insurance to be Taken out by the Consultant.....	23
26. Accounting, Inspection and Auditing.....	23
27. Reporting Obligations	23
28. Proprietary Rights of the Client in Reports and Records.....	23
29. Equipment, Vehicles and Materials	24
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS.....	24
30. Description of Key Experts.....	24
31. Replacement of Key Experts.....	24
32. Approval of Additional Key Experts	25
33. Removal of Experts or Sub-consultants	25
34. Replacement/ Removal of Experts – Impact on Payments	25
35. Working Hours, Overtime, Leave, etc.....	25
E. OBLIGATIONS OF THE CLIENT	26
36. Assistance and Exemptions	26
37. Access to Project Site	26
38. Change in the Applicable Law Related to Taxes and Duties	27
39. Services, Facilities and Property of the Client.....	27
40. Counterpart Personnel.....	27
41. Payment Obligation.....	27
F. PAYMENTS TO THE CONSULTANT	28
42. Ceiling Amount.....	28
43. Remuneration and Other Expenses, Provisional Sums and Contingency	28
44. Taxes and Duties.....	28
45. Currency of Payment	29
46. Mode of Billing and Payment.....	29

47. Retention30

48. Interest on Delayed Payments30

49. Liquidated Damages30

G. FAIRNESS AND GOOD FAITH30

50. Good Faith30

H. SETTLEMENT OF DISPUTES31

51. Amicable Settlement31

52. Dispute Resolution31

I. BLACKLISTING31

53. Blacklisting31

III. Special Conditions of Contract **Error! Bookmark not defined.**

IV. Appendices **Error! Bookmark not defined.**

Appendix A – Terms of Reference **Error! Bookmark not defined.**

Appendix B - Key Experts **Error! Bookmark not defined.**

Appendix C – Cost Estimates in Foreign Currency.... **Error! Bookmark not defined.**

Appendix D – Cost estimates in local currency **Error! Bookmark not defined.**

Appendix E - Form of Advance Payments Guarantee **Error! Bookmark not defined.**

Preface

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

**CONTRACT FOR CONSULTANT'S SERVICES
Time-Based**

Project Name

Consulting Services for hiring Architects/Urban Planner for NTPCO and NTPOs for technical support in implementation of Land pooling projects, building bye laws, architectural design of urban infrastructure projects

Contract No. _____

between

New Town Project Co-ordination Office
Babarmahal, Kathmandu

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

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

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

WHEREAS

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices: : **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A: Terms of Reference

Appendix B: Not Applicable

Appendix C: Not Applicable

Appendix D: Cost Estimates in Local Currency

Appendix E: Not Applicable

Appendix F: Not Applicable

Appendix G: Minute of Negotiation Meetings

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

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

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

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

For and on behalf of ***New Town Project Co-ordination Office***

Mr. Yek Raj Adhikari
Project Director

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

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

Contract.

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract**
- 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall

confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

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

17. Force Majeure

a. Definition

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

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

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

- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- d. Extension of Time (EoT)** 17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within seven (7) calendar days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:
- (a) the consultant had made the best possible efforts to complete the work in due time ,

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

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the

contract agreement.

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 52.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses and provisional sums for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

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

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with

- the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC
- d. **Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
- 22. Conduct of Consultants**
- 22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
- (i) give or propose improper inducement directly or indirectly,
 - (ii) distortion or misrepresentation of facts
 - (iii) engaging or being involved in corrupt or fraudulent practice
 - (iv) interference in participation of other prospective consultants.
 - (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
 - (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract
- 23. Confidentiality**
- 23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
- 24. Liability of the Consultant**
- 24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

25. Insurance to be Taken out by the Consultant

25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

26. Accounting, Inspection and Auditing

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

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

27. Reporting Obligations

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

28. Proprietary Rights of the Client in Reports and Records

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

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

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

29. Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

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

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.1, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

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

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the

Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

33. Removal of Experts or Sub-consultants

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

33.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

34. Replacement/ Removal of Experts – Impact on Payments

34.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for

leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

36. Assistance and Exemptions

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

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

37. Access to Project Site

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

unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

38.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.1

39. Services, Facilities and Property of the Client

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

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

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

40.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.

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

41. Payment Obligation

41.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the

Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

42. Ceiling Amount

42.1 An estimate of the cost of the Services payable in foreign currency is set forth in **Appendix C**. An estimate of the cost of the Services payable in local currency is set forth in **Appendix D**.

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. The Consultant shall notify the Client as soon as cumulative charges incurred for the Services have reached eighty (80) percent of either of these ceilings.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Other Expenses, Provisional Sums and Contingency

43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

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

Contract unless it is stated otherwise in the **SCC**.

45. Currency of Payment

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

46. Mode of Billing and Payment

46.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such

forty-five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Retention

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

47.2. One half the total amount retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 46.1 (d), and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

48. Interest on Delayed Payments

48.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

49. Liquidated Damages

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

G. FAIRNESS AND GOOD FAITH

50. Good Faith

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

Contract.

H. SETTLEMENT OF DISPUTES

51. Amicable Settlement

51.1 The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.by mutual consultation.

52. Dispute Resolution

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

I. BLACKLISTING

53. Blacklisting

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

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

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

I. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	Development Partner (DP) is: N/A
6.1 and 6.2	<p>The addresses are:</p> <p>Client : New Town Project Co-ordination Office Attention : Facsimile : _____ E-mail: newtownp1@gmail.com</p> <p>Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	The Lead Member on behalf of the JV is N/A”
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr.Yek Raj Adhikari, Project Director For the Consultant: Mr.(NEC Regd: _____), Architect-Planner</p>
12.1	<p>Termination of Contract for Failure to Become Effective: As per ToR</p>
13.1	<p>Commencement of Services: As per ToR</p>
14.1	<p>Expiration of Contract: As per ToR</p>
19	<p>b.By the Consultant Refer ToR also. e. Payment upon termination Refer ToR also.</p>
21 b.	<p>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>
21.1.4 (b)	Additional Prohibition of Conflicting Activities if any _____ <i>Not Applicable</i>

24.1	No additional provisions.
25.1	The insurance coverage against the risks shall be as follows: N/A
28.1	
28.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.
36.1 (a) through (f)	
36.1(g)	
42.2	The ceiling in local currency is: Nrs./- per month exclusive of Value Added Tax (VAT). VAT chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.
43.3	Price adjustment on the remuneration does not apply
44.1	i) The Consultant, the Sub-Consultant and the Experts are responsible for meeting any and all tax liabilities other than Value Added Tax (VAT) arising from the Contract.
45.1	The currency [currencies] of payment shall be the following: Nrs.
46.1(a)	<i>“Not Applicable”</i>
46.1(b)	
46.1(e)	The accounts are: for local currency: <i>[insert account]</i> .
47.1	The proportion of payments retained is: 5%
48.1	The interest rate is: N/A
49.1	The liquidated damages is: 0.05%per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
52.	b) Contracts with domestic consultants: Arbitration shall be conducted in accordance with Nepal Arbitration Act 2055.

II. 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 D – COST ESTIMATES IN LOCAL CURRENCY

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

APPENDIX G: MINUTE OF NEGOTIATION MEETINGS