



DHANGADHI SUB-METROPOLITAN CITY

Office Of the Municipal Executive

Dhangadhi, Kailali

Sudurpashchim Province, Nepal

Invitation of

Technical and Financial Proposal for

Detailed Study, Design, Development and Report Preparation of

Municipal Website of Dhangadhi Sub-Metropolitan City

[RFP No: 02/DSMC/CONSULTING/2081/082]

FY 2081/082

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PART I

SECTION 1: LETTER OF INVITATION

Date: 2081/09/25

Dear Sir/Madam,

1. Dhangadhi Sub-Metropolitan City, Office of the Municipal executive has allocated funds for **“Detailed Study, Design, Development and Report Preparation of Municipal Website of Dhangadhi Sub-Metropolitan City”** toward the cost of and intends to apply a portion of this fund to eligible payments under this contract.
2. Dhangadhi Sub-Metropolitan City, Office of the Municipal Executive now invites proposals to provide the following consulting services: **“Detailed Study, Design, Development and Report Preparation of Municipal Website of Dhangadhi Sub-Metropolitan City”**. More details on the services are provided in the attached Terms of Reference (ToR).
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 consultant will be selected under QCBS and procedures described in this RFP.
5. The RFP includes the following documents:
 - a. Section 1: Letter of Invitation
 - b. Section 2: Information to Consultants
 - c. Section 3: Technical Proposal – Standard Forms
 - d. Section 4: Financial Proposal – Standard Forms
 - e. Section 5: Terms of Reference
 - f. Section 6: Standard Forms of Contract
6. Please find out the Hard/Soft Copy of RFP from the office within the written letter of request along with company/firm’s legal documents or any interested firm may download RFP from our current website: www.dhangadhimun.gov.np
7. Details on the proposal’s submission date, time and address are provided in Clauses 17.8 of the ITC.

.....
Divisional Engineer



Special Instruction to Consultant

(Read Carefully)

1. Only the work completed during last 7 years will be considered while evaluating the firms' experiences.
2. Technical Proposal shall be evaluated on the basis of information duly provided by the Consultant. Information must be supported by relevant evidences such as certificates, official letters, bills, vouchers and necessary commitments wherever applicable. The curriculum vitae must be supported with relevant academic certificates otherwise marks will not be granted.
3. The consultant should duly sign and stamp in all the documents.
4. Consultant should submit recently signed CVs of proposed professional personnel in all pages.
5. Along with the CV, the copies of certificates of degrees, training certificates attained must be submitted as justification documents.



SECTION 2: INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

A. General Provisions

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



	<p>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>
2. Introduction	<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>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Client’s interest’s 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	<p>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</p>



	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 against 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/Require compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in Section 6.
	5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.
	5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.
	6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP.
	6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the



	Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. 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



	<p>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.</p> <p>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.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</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	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
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 because 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 members 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</p>



	<p>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 [As Specified in Data Sheet].”</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>
19. Opening of Technical Proposals	<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</p>



	Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet .
20. Proposals Evaluation	20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the DP issues its “no objection”, if applicable.
	20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client’s evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet . Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet .
	21.2 Proposed experts, involved in the firms’ work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.
	21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
	22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the DP has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals is optional and is at the Consultant’s choice.
	23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.



	<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, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity <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 specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. financial negotiations	28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.
	28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
	28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.



29. Conclusion of Negotiations	29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.
	29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
30. Award of Contract	30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
	30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC, then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
	30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC, then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
	30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet .
	30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
31. Request for Information/ Complaints	31.1 consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application. In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.
	31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of



	<p>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 day's 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 fulfill 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> <ul style="list-style-type: none"> a. gives or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in e. Participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. h. Contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract.
<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 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>
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E. Data Sheet

A. General	
ITC Clause Reference	
2.1	Name of the Client: Dhangadhi Sub Metropolitan City, Office of Municipal Executive, Dhangadhi, Kailali Method of selection: QCBS
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Detailed Study, Design, Development and Report Preparation of Municipal Website of Dhangadhi Sub-Metropolitan City
2.3	A pre-proposal conference will be held: N/A
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
6.3.1	A list of debarred firms and individuals is available at the following website: N/A

B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ol style="list-style-type: none"> a. Registration certificate b. VAT/PAN registration certificate c. Tax Clearance Certificate for FY 2080/81



11.1	Participation of Sub-consultants, team leader and deputy team leaders in more than one Proposal not permissible
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment: No
13.1	Clarifications may be requested no later than 7 days prior to the submission deadline. The address for requesting clarifications is: Name: Dhangadhi Sub Metropolitan City Address: Dhangadhi, Kailali Tel: 091-520733/9848425198 Email: ito.dhangadhi@gmail.com
14.1.1	N/A
14.1.2	N/A
16.1	<ol style="list-style-type: none">1. cost of travel by the most appropriate means of transport and the most direct practicable route.2. cost of office accommodation, including overheads and back-stop support.3. communications costs.4. cost of purchase or rent or freight of any equipment required to be provided by the Consultants.2. cost of reports production (including printing) and delivering to the Client
16.2	A price adjustment provision applies to remuneration rates: No
16.3	“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np
16.4	The Financial Proposal shall be stated in the following currencies: Nepalese Rupees The Financial Proposal should state local costs in Nepalese Rupees

C. Submission, Opening and Evaluation

17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.
17.8	The Proposals must be received at the address below no later than: Date: 2081/10/10 Time: During Office Hours The Proposal submission address is: Dhangadhi Sub Metropolitan City, Office of Municipal Executive, Dhangadhi, Kailali
19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Date: 2081/10/11 Time: 12:30 AM The Proposal Opening address is: Dhangadhi Sub Metropolitan City, Office of Municipal Executive, Dhangadhi, Kailali
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: <ol style="list-style-type: none">a. Confirmation that invitation to submit proposal was not transferred to another party.b. Sealed financial proposalc. Team compositiond. Work schedulee. Manning schedulef. ToR
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are:



Details of Evaluation Criteria			
Technical Evaluation			
Description of Criteria		Marks out of 100	
A) Specific Experience of Firm		30	
B) Methodology and Work Plan		30	
C) Technology Transfer & Training		5	
D) Qualification of Professional Key Personnel		35	
Total		100	

A) Specific Experience of Firm		Maximum 30 Marks	
S.N.	Work Experience	As a consultant	
1	Completion of work of Designing and Development of Websites/Applications in last 7 years Considered for Evaluation.	No points for no applications developed. 2.0 points for each Websites or Applications developed in last 7 years gaining maximum of 30 marks	

Note: The Firm/JV shall have to submit the copies of experience certificate as evidence (mandatory).

B) Methodology and Work Plan		Maximum 30 Marks	
SN	Particulars	Evaluation Remarks	Total Marks
Desk Study	Comments or suggestions on ToR and services	Not Significant	0
		General Comments or Suggestion	3.0
		Slightly Specific Comments or Suggestion	6.0
		Significantly Specific Comments or Suggestion	10.0
	Description and review of any relevant documents like Design standards etc.	Not Significant	0
		General Review	1.0
		Slightly Critical Review	2.0
		Critical review	3.0
Proposed Methodol	System Development Methodology	Not Significant	0
		General Methodology	1.0



[Signature]
Division Engineer



			Clear Methodology without flow charts	2.0	
			Clear Methodology with flow charts	4.0	
			General Methodology	6.0	
			Clear Methodology without flow charts	8.0	
			Clear Methodology with flow charts	12.0	
	Proposed Schedule	Work schedule with description		Not Significant	0
				Fairly justify the proposed methodology	1.0
				Moderately Justify the proposed methodology	2.0
				Relevant to proposed methodology	3.0
		Manning schedule as per Work Schedule		Not Significant	0
				Fairly justify the proposed Work Schedule	1.0
				Moderately Justify the proposed Work Schedule	1.5
				Relevant to proposed Work Schedule	2.0
	Total Marks			30.0	
	C) Technology Transfer/Training		Maximum 5 Marks		
SN	Particulars	Evaluation Remarks	Total Marks		
1	The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.	Not Significant	0		
		General	1.0		
		Moderate with standard method of description	3.0		
		Significant description with charts/diagram/figures	5.0		
D) Availability of Required Professional Key Personnel		Maximum 50 Marks			
Professional Key Personnel	Marks	Minimum experience (Year) after Bachlor's degree	Minimum Qualification Required		
Project Manager – 1	Less than 10 years of experience = 0 points 10-12 years of experience = 5 points	10	Master's in CS/IT/Computer Engineering or equivalent degree in computer field		



	13-15 years of experience = 8 points More than 15 years of experience = 10 points		
Software Architect Analyst – 1	Less than 5 years of experience = 0 points 5-7 years of experience = 2 points More than 7 years of experience = 4 points	5	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field
Software Developer (Backend) – 2	Less than 5 years of experience = 0 points 5-7 years of experience = 3 points More than 7 years of experience = 6 points	5	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field
Software Developer (Frontend) – 2	Less than 5 years of experience = 0 points 5-7 years of experience = 3 points More than 7 years of experience = 6 points	5	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field
Database Designer – 1	Less than 5 years of experience = 0 points 5 years or more experience = 3 points	5	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field
Quality Assurance Lead – 1	Less than 5 years of experience = 0 points 5 years or more experience = 3 points	5	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field
Security Analyst – 1	Less than 5 years of experience = 0 points 5 years or more experience = 3 points	5	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field
Total	35		
Note 1: CV of each key professionals is mandatory with signature of professional and authorised representative of the firm/JV. The scan signature of professional leads to rejection of CV for RFP evaluation.			
Note 2: CV must have his/her e-mail address and mobile no.			
Note 3: The firm/JV shall have to submit the NEC registration certificate for professionals if any.			
Note 4: The Firm/JV shall also have to submit the copies of certificate as evidence of his/her education (degree) as required above.			
Note 5: The above mentioned key professionals represent one set of working team. The no. of working team shall be equal to the no. of working team requirement mentioned in corresponding ToR which is mandatory.			
Note 6: Others anything not mentioned here will be according to prevailing Act & Regulation			



	<p>The minimum technical score (St) required to pass is 60 Points</p> <p style="text-align: center;">Financial Evaluation</p> <p>The Lowest Evaluated Sum of Financial Proposals 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>$Sf = 100 * Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the Price of the Proposal under consideration.</p> <p>The Weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T= 0.80 and P= 0.20</p> <p>Proposals are ranked according to their combined technical (Sf) 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 :</p> <p>$S = St * T\% + Sf * P\%$</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. Yes
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into one is NRs.</p> <p>The official source of the selling (exchange) rate is: Nepal Rastra Bank, www.nrb.org.np</p> <p>The date of the exchange rate is: 28 days prior to the proposal submission deadline</p>
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>$Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.80 P = 0.20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights as following: $S = St \times T\% + Sf \times P\%$.</p>

	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: Dhangadhi Sub-Metropolitan City
30.4	Expected date for the commencement of the Services: 2081/10/25 Address: Dhangadhi
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of [specify an amount between 0.25% to 0.50% of the estimate] .
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np



RFP No: 02/DSMC/CONSULTING/2081/082


Division Engineer



Section 3: Technical Proposal – Standard Forms

1. TECH-1: Technical Proposal Submission Form
2. TECH-2: Consultant's Organization and Experience
3. TECH-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client
4. TECH-4: Description of THE Methodology and Work Plan in Responding to the Terms of Reference
5. TECH-5: Work Schedule and planning for deliverables
6. TECH-6: Team Composition, Assignment, and Key Experts' inputs
7. TECH-7: Curriculum Vitae (CV)



Form TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sir(s),

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 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 based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- g. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- h. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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



We remain,
Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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



Form TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Consultant’s Organization

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

B - Consultant’s Experience

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

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

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:



[Signature]
Division Engineer



Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:
Narrative Description of Project :(Actual assignment, nature of activities performed and location)
Description of Actual Services Provided by Your Staff:

Consultant's Name: _____



Form TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



Form TECH-4: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

{Suggested structure of your Technical Proposal:

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

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



Form TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-.)	Months									
		1	2	3	4	5	6	7	8	9	TOTAL
D-1	Inception Report										
D-2	Monthly Progress Report										
D-3	Security Report										
D-4	Draft Final Report										
D-5	Final Report										



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



N-3																		
N-4																		
																		Subtotal
																		Total

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

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

-  Full time input
-  Part time input



Form TECH-7: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	Insert name of firm proposing the expert
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}	

Experts contact information : (E-mail.... Phone.....)

Certification:

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



- (i) This CV correctly describes my qualifications and experience
- (ii) I am not a current employee of the GoN
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment
- (v) I am not currently debarred by a multilateral development bank (In case of DP funded project)
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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

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

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

Full name of authorized representative: _____



RFP No: 02/DSMC/CONSULTING/2081/082


Division Engineer



Section 4: Financial Proposal - Standard Forms

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

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



5. Form FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

Yours sincerely,
Authorized Signature {in full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

**Form FIN-2: SUMMARY OF COSTS**

Dhangadhi Sub Metropolitan City								
Office of the Municipal Executive								
Dhangdahi, Kailali								
Sudurpashchim Province, Nepal								
BoQ								
Name of Work: Detailed Study, Design, Development and Report Preparation of Municipal Website of Dhangadhi Sub-Metropolitan City								
Location: Dhangadhi Sub-Metropolitan City, Kailali				Fiscal Year: 2081/082				
S.N.	Description of Work	Unit	Quantity	Rate		Amount	Remarks	
				In Figure	In Words			
1	Detailed Study, Design, Development and Report Preparation of Municipal Website of Dhangadhi Sub-Metropolitan City	LS	1					
2	Total							
3	VAT @ 13%							
4	Grand Total							

Grand Total in Words:

Authorized Signature:

Name of Firm/Consultant:

Date:

Seal:



Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____



Section 5: Eligible Countries

NEPAL

Section 6: Corrupt and Fraudulent Practices

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

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (v) "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.



PART II

Section 8: Conditions of Contract and Contract Forms

Foreword

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



RFP No: 02/DSMC/CONSULTING/2081/082



CONTRACT FORM



RFP No: 02/DSMC/CONSULTING/2081/082



Contract For Consultant's Services

Project Name:

**Detailed Study, Design, Development and Report Preparation of
Municipal Website of Dhangadhi Sub-Metropolitan City**

[RFP No: 01/DSMC/CONSULTING/2081/082]

Between

**Dhangadhi Sub-Metropolitan City
Office of the Municipal Executive
Dhangadhi, Kailali**

And

[Consultant]

Dated:



FORM OF CONTRACT

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

This CONTRACT (hereinafter called the “Contract”) is made the.....day of the month of, between, on the one hand, **Dhangadhi Sub Metropolitan City, Office of the Municipal Executive** (hereinafter called the “Client”) and, on the other hand,(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 Government finance toward the cost of the Services and intends to apply a portion of the proceeds of this finance to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Client (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement.

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: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify “Not Applicable” for GoN funded projects]
- Appendix E: Medical Certificate
- Appendix F: Minutes of Negotiation Meetings

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

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:



- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of [Local Infrastructure Development Project Office]

Office Chief

Engineer

For and on behalf

**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.	



	<p>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 considered in the technical evaluation of the Consultant’s proposal.</p> <p>p. “Local Currency” means the currency of Nepal (NPR).</p> <p>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.</p> <p>r. “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>s. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>t. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>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.</p> <p>v. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
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	<p>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.</p> <p>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.</p>
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 regarding corrupt and fraudulent/prohibited practices as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract	11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC 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 period after the Effective Date as specified in the SCC or such other 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	<p>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.</p>
	<p>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.</p>
	<p>17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	<p>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.</p>
c. Measures to be Taken	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
d. Extension of Time (EoT)	<p>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 because of Force Majeure.</p>
	<p>17.9 During the period of their inability to perform the Services because of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p>
	<p>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</p>
	<p>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.</p>



	<p>17.10 The Consultant shall apply to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:</p>
	<p>a. the consultant had made the best possible efforts to complete the work in due time,</p>
	<p>b. the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,</p>
	<p>c. the delay was because of Force Majeure or not.</p>
18. Suspension	<p>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.</p>
19. Termination	<p>19.1 This Contract may be terminated by either Party as per provisions set up below:</p>
a. By the Client	<p>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):</p>
	<p>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;</p>
	<p>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;</p>
	<p>c. If the Consultant fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause GCC 48.1;</p>
	<p>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;</p>
	<p>e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p>
	<p>f. If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.</p>



	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 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
	b.	If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
	c.	If the Client fails to comply with any final decision reached because of arbitration pursuant to Clause GCC 48.1.
	d.	If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
e. 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.
20 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.
20 Payment upon Termination	19.1.6	Upon termination of this Contract, the Client shall make the following payments to the Consultant:
	a.	payment for Services satisfactorily performed prior to the effective date of termination; and
	b.	in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.



C. Obligations of the Consultant		
20. General		
a. Standard of Performance	20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall always 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 <ul style="list-style-type: none"> 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 interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
	a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN(or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the		



	Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
	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
c. 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	24.2 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. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
	25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.
26. Accounting, Inspection and Auditing	26.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
	26.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC26.2 constitute a prohibited practice subject to contract termination.
27. Reporting Obligations	27.2 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.
31. Replacement of Key Experts	31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
	31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
32. Removal of Experts or Sub-consultants	32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
	32.3 If any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.
	32.2 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
	32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Client

33. Assistance and Exemptions	33.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:
	a. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
	b. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
	c. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
	d. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
	e. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to



	<p>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.</p> <p>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.</p> <p>g. Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
34. Access to Project Site	<p>34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site, or any property thereon resulting from such access and will indemnify the Consultant 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.</p>
35. Change in the Applicable Law related to Taxes and Duties	<p>35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1.</p>
36. Services, Facilities and Property of the Client	<p>36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p>
37. Counterpart Personnel	<p>37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2</p> <p>37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
38. Payment Obligation	<p>38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.</p>



F. Payments to the Consultant	
39. Contract Price	39.1 The Contract price is fixed and is set forth in the SCC . The Contract price breakdown is provided in Appendix C .
	39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A .
40. Taxes and Duties	40.1 The Consultant, Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract.
41. Currency of Payment	41.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC .
42. Mode of Billing and Payment	42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.
	42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A . The payments will be made according to the payment schedule stated in the SCC .
	42.2.1 <u>Advance payment</u> : Unless otherwise indicated in the SCC , an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC . Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D , or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
	42.2.2 <u>The Lump-Sum Installment Payments</u> . The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
	42.2.3 <u>The Final Payment</u> . The final payment under this Clause shall be made only after the final report 1 have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
	42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC .
42.2.5 Except for the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.	
43. Retention	43.1 The Client shall retain from each payment due to the Consultant the proportion stated in the SCC until Completion of the whole of the Works.
	43.2 One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall



	be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.
44. Interest on Delayed Payments	44.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
45. Liquidated Damages	45.1 The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. Fairness and Good Faith

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

47. Amicable Settlement	47.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
	47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.
48. Dispute Resolution	47.3 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

I. Blacklisting

49. Blacklisting	49.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.
	a. if it is proved that the consultant committed acts pursuant to GCC 22.2,
	b. if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
	c. if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his



	obligations under the contract or the completed work is not of the specified quality as per the contract,
	d. if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
	e. if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
	f. if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.
	49.2 A Consultant declared blacklisted and ineligible by the public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period determined by the PPMO, and or the concerned donor agency.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Dhangadhi Sub Metropolitan City Office of Municipal Executive, Dhangadhi, Kailali</p> <p>Project Chief : Divisional Engineer Attention : Deej Raj Bhatta Facsimile :</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____</p>
8.1	The Lead Member on behalf of the JV is
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Office Chief</p> <p>For the Consultant:</p>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 3 months from work order
13.1	<p>Commencement of Services:</p> <p>The number of days shall be seven</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 3 months from work order</p>



21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	<p>No additional provisions.</p> <p>[OR</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</p>
25.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of Contract amount;</p>
28.1	N/A
28.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
39.1	The Contract price is: NA
42.2	The payment schedule: As mentioned in ToR
42.2.1	The advance payment is not applicable.
42.2.4	The accounts are:
43.1	The proportion of payments retained is :
44.1	The interest rate is:
45.1	The liquidated damage is:
48.	Arbitration shall be conducted in accordance with Nepal Arbitration Act



RFP No: 02/DSMC/CONSULTING/2081/082



Terms of Reference
For
Detailed Study, Design, Development and Report Preparation of
Municipal Website of Dhangadhi Sub-Metropolitan City

[RFP No: 02/DSMC/CONSULTING/2081/082]

FY 2081/082
January 2025



1. Introduction

Nepal's local-level municipalities, all use a uniform format for their official websites. While this standardization ensures consistency, it has several limitations like:

1. Lack of unique identity
2. Inflexible and inaccessible design
3. Poor user engagement
4. Inefficiency in service delivery
5. Dependency upon central government
6. Security threats

Thus, Dhangadhi Sub-Metropolitan City has recognized the importance of having a modern, accessible, and user-friendly online presence. This project aims to design and develop a website that serves as a digital hub for information, services, and citizen engagement. It will cater to the needs of all citizens while ensuring full alignment with the "सरकारी कार्यालको वेबसाइट निर्माण तथा व्यवस्थापन सम्बन्धी निर्देशिका २०७८", as mandated by the Department of Information Technology and Web Content Accessibility Guidelines.

2. Background

Dhangadhi Sub-Metropolitan City is located in the far-western region of Nepal, within Kailali District in Sudurpashchim Province. It lies close to the border with India, making it a critical hub for trade and cross-border movement. The city is situated in the Terai region, characterized by flat plains, fertile soil, and a subtropical climate.

Occupying approximately 261.75 square kilometers of area Dhangadhi is home to over 1,98,792 residents (2021 Census). The city is a melting pot of diverse ethnic and cultural groups, including Tharu, Brahmin, Chhetri, and other indigenous communities. Dhangadhi was upgraded to a sub-metropolitan city in 2015, and it is divided into 19 wards. Each ward has its own ward office to provide local services and governance.

The proposed system, represents a significant step toward realizing the municipality's commitment to digital transformation. By streamlining administrative processes and enhancing accessibility to vital services, the software aims to empower citizens, bolster the citizen's right to information and access by establishing an efficient digital framework through this website. This initiative aligns with Dhangadhi Sub-Metropolitan City's overarching goal of creating a modern, responsive, and participatory local government structure.

3. Objectives

1. Develop a responsive, secure, and scalable website for the Dhangadhi Sub-Metropolitan City.
2. Ensure compliance with the "सरकारी कार्यालको वेबसाइट निर्माण तथा व्यवस्थापन सम्बन्धी निर्देशिका २०७८" guidelines as mandated by the Department of Information Technology, Gairigaun, Kathmandu.
3. Ensure the website is fully accessible to persons with disabilities, in compliance with WCAG 2.1 AA or higher standards.
4. Incorporate cutting-edge features and functionality for seamless navigation, enhanced user experience, and efficient service delivery.
5. Enable easy management of content, updates, and services by local government staff.
6. Foster transparency and citizen engagement through modern communication tools.



4. Scope of Work

The selected consultant will be responsible for the following:

4.1 Requirement Gathering:

- Conduct stakeholder meetings to gather detailed requirements.
- Identify key functionalities and services to be included on the website.
- Assess accessibility requirements for disabled users.
- Review and incorporate requirements as outlined in the "सरकारी कार्यालको वेबसाइट निर्माण तथा व्यवस्थापन सम्बन्धी निर्देशिका २०७८" and WCAG 2.1 AA or higher standards.

4.2 Design and Development:

- Create a modern, responsive website design aligned with the local government's branding.
- Develop the website using a secure and scalable framework.
- Ensure cross-browser and cross-device compatibility.
- Key items:
 - Main Module (the sub-categories or inner pages will be determined as per the discussion between the consultant and the stakeholders or specifically by the IT section)
 1. Home Page
 2. Introduction Page
 3. Documents page
 4. Progress Reports Page
 5. Notices Page
 6. Downloads
 7. Photo and Video Gallery
 8. Services Page
 9. Employee Login
 10. Contact page
 - Career Module
 1. Online forms for jobs with online document submission
 2. Opening Notices
 3. Result publishing
 - Job/Training Fair Module
 1. Develop forms for collecting Job/Training seeker's data
 2. Develop forms for collecting Job/Training giver's data
 3. Functionality to create and manage training management
 4. Track placement
 5. Generate detailed report generation (customizable and exportable reports)
 - CMS Module
 1. Admin should be able to update or upgrade the system.
 2. Admin should be able to publish text, images, or video contents as per their needs.
 3. Admins should be able to control the various features to manage the system.
 4. Admins should be able to create new pages, sections, menus and other items.
- Integrate features such as:
 - Sliding notices
 - Poppers notices
 - News and updates section.
 - Event calendar.



- Search functionality.
- Feedback and grievance mechanisms.
- Multi-language support.
- Report generation
- FAQ
- Social media integration and sharing (automatic/manual)
- QR code generator
- Google map integration
- Low bandwidth usage
- Text size increment/decrement
- The system must support a robust user management framework with following roles and permissions matrix:
 - Super Admin User
 - Admin User
 - Ward Office Users
 - Section Users
 - Or any other user type, if added by the super admin user with a option to give selected access
- The system should be able to integrate API's from various sources and show their information and develop API's to distribute the information generated from the website to different places (majorly to the central and provincial government sites)
- There may be a need to migrate the from old website to the new website, this will need further discussion between consultant and IT Section to ensure its possibility.

4.3 Accessibility Features:

- Comply with WCAG 2.1 AA standards to ensure accessibility for disabled users.
- Include features such as screen reader compatibility, keyboard navigation, and adjustable text sizes, low bandwidth option, more.
- Provide alternative text for images and transcripts for audio/video content.

4.4 Functionality Enhancements:

- Implement AI-based chatbots for citizen queries.
- Integrate social media accounts.

4.5 Content Management:

- Develop a user-friendly CMS for local government staff.
- Train staff on website management and content updates.

4.6 Security Tests and Performance Optimization

- Implement robust security protocols, including data encryption, access control mechanisms, and regular security audits, to safeguard sensitive information against unauthorized access and cyber threats.
- Ensure adherence to all relevant data privacy regulations and guidelines to protect the privacy and confidentiality of user data.
- Develop and implement a comprehensive disaster recovery plan to ensure system continuity and data protection in the event of unforeseen circumstances such as natural disasters or cyberattacks.
- Conduct regular system checks to identify and mitigate potential security threats effectively.
- Optimize the system to reduce website load time, ensuring a smooth and efficient user experience.
- Ensure the system responds quickly and operates without any issues, providing seamless functionality.

4.7 Testing and Deployment:



- Conduct thorough testing for functionality, usability, security, and accessibility.
- Validate compliance with the "सरकारी कार्यालको वेबसाइट निर्माण तथा व्यवस्थापन सम्बन्धी निर्देशिका २०७८" and WCAG 2.1 AA standards.
- Deploy the website on a secure hosting platform provided by Dhangadhi Sub-Metropolitan City.
- Provide post-launch support for a 1 year.

5. Deliverables

1. A fully functional, accessible, and responsive website with its source code.
2. Comprehensive user and technical documentation i.e. report/documentation of whole development process and a manual on how the system works and the operation mechanisms.
3. Training sessions for local government staff.
4. Compliance report verifying adherence to "सरकारी कार्यालको वेबसाइट निर्माण तथा व्यवस्थापन सम्बन्धी निर्देशिका २०७८" and WCAG 2.1 AA standards.
5. Post-launch maintenance and support plan.

6. Timeline

The project is expected to be completed within 3 months from the date of contract signing. A detailed project schedule will be developed in consultation with the selected consultant.

7. Key Experts Required

S. No.	Position	Manpower	Minimum Qualification	Minimum experience (Year) after Bachelor's degree
1	Project Manager	1	Master's in CS/IT/Computer Engineering or equivalent degree in computer field	10
2	Software Architect Analyst	1	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field	5
3	Software Developer (Backend)	2	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field	5
4	Software Developer (Frontend)	2	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field	3
5	Database Designer	1	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field	5
6	Quality Assurance Lead	1	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field	3
7	Security Analyst	1	Bachelor's in CS/IT/Computer Engineering or equivalent degree in computer field	3

8. Contact Information

For inquiries, please contact:



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9. Legal and Ethical Considerations

The consultant must adhere to all applicable local laws and regulations, including data privacy and security standards. Additionally, the website must comply with ethical guidelines for accessibility and inclusivity.

Strict adherence to the "सरकारी कार्यालयको वेबसाइट निर्माण तथा व्यवस्थापन सम्बन्धी निर्देशिका २०७८" is mandatory.

Key provisions include:

1. **Ownership:** Dhangadhi Sub-Metropolitan City retains full rights to the developed software and its source code.
2. **Permissions:** Use or duplication of the source code is prohibited without prior approval from the IT Section of Dhangadhi Sub-Metropolitan City.
3. **Flexibility:** Upon mutual agreement, the website's structure or layout may be modified, provided the operational features of the system remain unaffected.
4. **Updates:** Further updates may be incorporated following a meeting with stakeholders, provided proper minutes of the meeting are recorded and documented.

End of ToR