
**Government of Nepal
Ministry of Culture, Tourism and Civil Aviation
Singhadurbar, Kathmandu**

Procurement of Consulting Services

For

Preparation of Tourism Master Plan and DPR of Major Infrastructures required for Muktinath Area.

RFP: MoCTCA/CSMP-02/073/74



Table of Contents

Section 1.	Letter of Invitation.....	3
Section 2.	Information to Consultants.....	4
Section 3.	Technical Proposal - Standard Forms	Error! Bookmark not defined.
Section 4.	Financial Proposal - Standard Forms	22
Section 5.	Terms of Reference.....	26
Section 6.	Standard Form of Contract	<u>38</u>





Section 2. Information to Consultants

1. Introduction	<p>1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.</p> <p>1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.</p> <p>1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.</p> <p>1.6 GoN policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests' paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.</p> <p>1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:</p> <ol style="list-style-type: none"> a. A consultant, who has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project. b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants. <p>1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.</p> <p>1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:</p> <ol style="list-style-type: none"> a. defines, for the purposes of this provision, the terms set forth below as follows: <ol style="list-style-type: none"> i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition. 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;
------------------------	--

	<p>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;</p> <p>d. will debar 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</p> <p>e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.</p> <p>1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).</p> <p>1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.</p>
<p>2. Clarification and Amendment of RFP Documents</p>	<p>2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.</p> <p>2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.</p>
<p>3. Preparation of Proposal</p>	<p>3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.</p>
<p>Technical Proposal</p>	<p>3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it. iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal. v. Alternative professional staff shall not be proposed, and only one curriculum vita

	<p>(CV) may be submitted for each position.</p> <p>vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.</p> <p>3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <p>i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, <i>inter alia</i>, the client, location and duration of the assignment, contract amount, and consultant's involvement.</p> <p>ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).</p> <p>iii. A description of the methodology and work plan for performing the assignment (Section 3D).</p> <p>iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).</p> <p>v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.</p> <p>vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</p> <p>vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.</p> <p>viii. Any additional information requested in the Data Sheet.</p> <p>3.5 The Technical Proposal shall not include any financial information.</p>
Financial Proposal	<p>3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.</p> <p>3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.</p> <p>3.8 Consultants shall express the price of their services in Nepalese Rupees.</p> <p>3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.</p>
4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.</p> <p>4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.</p> <p>4.3 For each proposal, the consultants shall prepare the number of copies indicated in the</p>

	<p>Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “Do NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “Do NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”</p> <p>4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.</p> <p>4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client’s Procurement Unit until all submitted proposals are opened publicly.</p>
5. Proposal Evaluation	
General	<p>5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.</p> <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.</p>
Evaluation of Technical Proposals (QCBS)	<p>The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
Public Opening and Evaluation of Financial Proposals (QCBS,)	<p>5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.</p> <p>5.7 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.</p> <p>5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P =</p>

	<p>the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p>6. Negotiations</p>	<p>6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.</p> <p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.</p> <p>6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.</p> <p>6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.</p> <p>6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.</p>
<p>7. Award of Contract</p>	<p>7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.</p> <p>7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application</p> <p>7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.</p>

	<p>7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.</p> <p>7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
8. Confidentiality	<p>8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.</p>
9. Conduct of Consultants	<p>9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.</p> <p>9.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ul style="list-style-type: none"> • Give or propose improper inducement directly or indirectly, • Distortion or misrepresentation of facts • Engaging or being involved in corrupt or fraudulent practice • Interference in participation of other prospective bidders. • coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings. • 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. • contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
10. Blacklisting Consultant	<p>10.1 Without prejudice to any other rights of the Employer under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ol style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2, b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3, c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract d) If convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract. e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information, f) other acts mentioned in the Data Sheet or SCC <p>10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.</p>

Information to Consultants**DATA SHEET****Clause Reference**

1.1	The name of the Client is: Ministry of Culture Tourism & Civil Aviation, Singhadurbar, Kathmandu The method of selection is: <i>QCBS</i>
1.2	The name, objectives, and description of the assignment are: Name: Preparation of Tourism Master Plan and DPR of Major Infrastructures required for Muktinath Area. Site: As per TOR RFP: MoCTCA/CSMP-02/073/74 Objectives: Refer TOR Description: Refer TOR
1.3	A pre-proposal conference will be held: N/A Query related to RFP and TOR: nchaulagain@tourism.gov.np
1.4	The Client will provide the following inputs:
1.10	The clauses on fraud and corruption in the Contract are: 1.8, 1.9, 5.1, 9.1 9.2,10.1,10.2
2.1	Clarifications may be requested <u> 7 </u> days before the submission date The address for requesting clarifications is: nchaulagain@tourism.gov.np
3.1	Proposals should be submitted in the following language(s): English or Nepali
3.3	(i) Short listed consultants/entity may associate with other short listed consultants: [NO] (ii) Non (ii) The estimated number of professional staff-months required for the assignment is: As given in ToR Clause no.8 Available Budget for Fixed Budget Assignment: 10,616,829.90 (Without VAT) (iii) Reports that are part of the assignment must be written in the following language(s): English
3.4	(iv) Training is a specific component of this assignment: No (v) Additional information in the Technical Proposal includes: NA
3.9	Proposals must remain valid 90 days after the submission date, i.e., until:
4.3	Consultants must submit an original and <i>one</i> additional copies of each proposal:
4.4	The proposal submission address: : Planning Section Ministry of Culture, Tourism & Civil Aviation Singhadurbar, Kathmandu. Information on the outer envelope should also include: Consulting Services for Preparation of Tourism Master Plan and DPR of Major Infrastructures required for Muktinath Area. Site : As per TOR MoCTCA/CSMP-02/073/74
4.5	Proposals must be submitted no later than: 31 st day from date of issue of letter within office hour

5.1	The address to send information to the Client is Planning Section Ministry of Culture, Tourism and Civil Aviation Singhadurbar, Kathmandu.
5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <p>i) General experience of the consultants related to the assignment [20] <i>a) Experience of consulting works in Tourism Master Plan/ Long Term Development Plan/ Periodic Plan/ Tourism/Urban Planning with DPR having consulting fee more than 1 million without VAT</i> <i>The services for Government of Nepal (GoN) organizations (Fully or Semi/Partially owned) shall only be evaluated as firm/JV experiences.</i></p> <p>ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [35] <i>Understanding of objectives and TOR as well as comments on TOR-5</i> <i>Quality of methodology-10</i> <i>Innovativeness-5</i> <i>Working and Manning Schedule-5</i> <i>Transfer of knowledge-5</i> <i>Project related Study-5</i></p> <p>(iii) Qualifications and competence of the key staff for the Assignment [45] As Specified in ToR</p> <p>(i) General qualifications 30 % (ii) Adequacy for the project 50 % (iii) Experience in similar terrain 20%</p> <p>Duly certified documents (Firm's Experience certificate, expert's qualification certificate) is mandatory.</p>
5.10	<p>The formula for determining the financial scores is the following: <i>[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]</i> The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.85 P (Financial Proposal) = 0.15</p>
6.1	The address for negotiations is: Ministry of Culture, Tourism and Civil Aviation Planning Section Singhadurbar, Kathmandu
7.6	The assignment is expected to commence on Seven days after signing of the contract at Kathmandu

Ministry of Culture, Tourism and Civil Aviation
Singhadurbar, Kathmandu

Preparation of Tourism Master Plan and DPR of Major Infrastructures required for Muktinath Area.

STANDARD REQUEST FOR PROPOSALS

RFP #

INFORMATION TO CONSULTANTS

BREAKDOWN OF AGREED FIXED RATES¹

Consultants		1	2	3	4	5	6	7
Name	Position	Basic Rate ²	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate
Field Assignment								
Home Office								

Signature of Consultant: _____

Date: _____

Authorized Representative: _____

Name: _____

Title: _____

¹ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

² Per month, day, or hour as appropriate.

Section 3. Technical Proposal - Standard Forms

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



Kathmandu
Date: __/__/2017

To:
Ministry of Culture, Tourism & Civil Aviation
Singhadurbar, Kathmandu

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Package No. **MoCTCA/CSMP-02/073/74 Consulting Services for Preparation of Tourism Master Plan and DPR of Major Infrastructures required for Muktinath Area** in accordance with your Request for Proposal and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We remain,

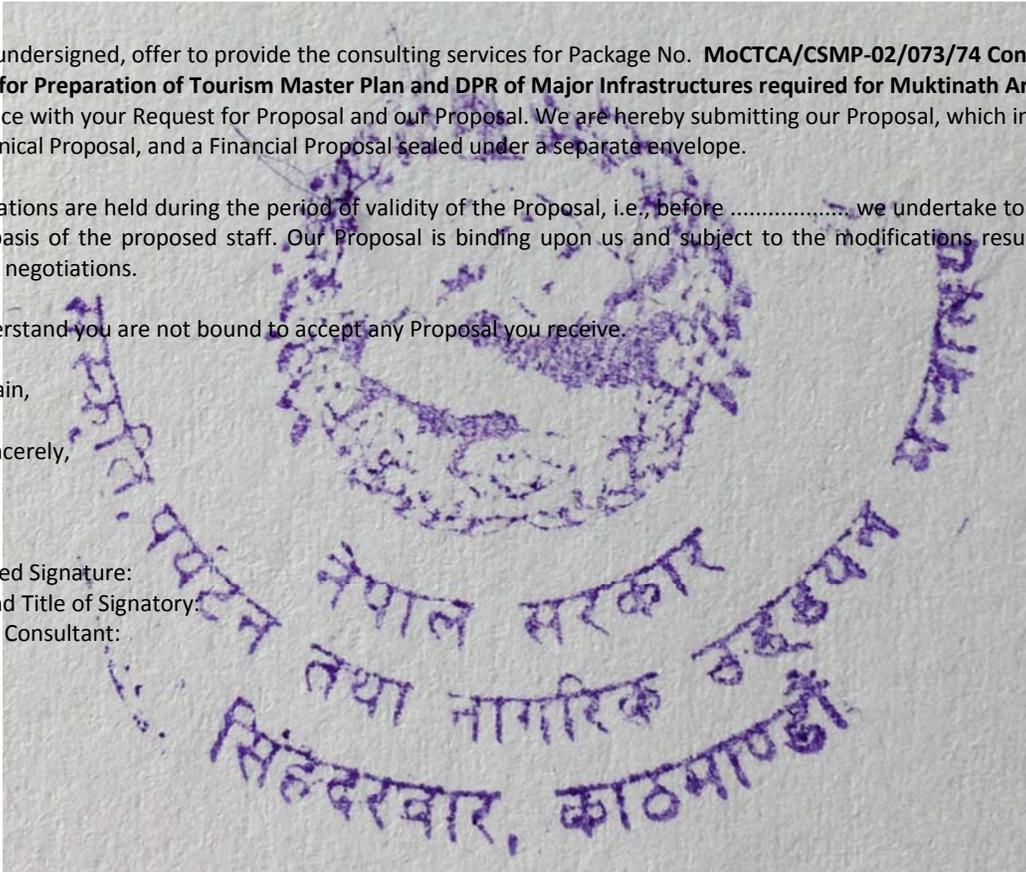
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



3B. CONSULTANT'S REFERENCES**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

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

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

Consultant's Name: _____

Note: Attached certified experience certificates by clients.

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

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

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

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





3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

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

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

Section 4. Financial Proposal - Standard Forms

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



Kathmandu

Date: -- / -- / 2017

To: Ministry of Culture, Tourism & Civil Aviation
Singhadurbar, Kathmandu

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for RFP No. **MoCTCA/CSMP-02/073/74 Consulting Services for Preparation of Tourism Master Plan and DPR of Major Infrastructures required for Muktinath Area** (-----) in accordance with your Request for Proposal dated..... and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of Rs. (In words: Rupees). This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at Rs.(In words: Rupees).

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.,

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

We remain,

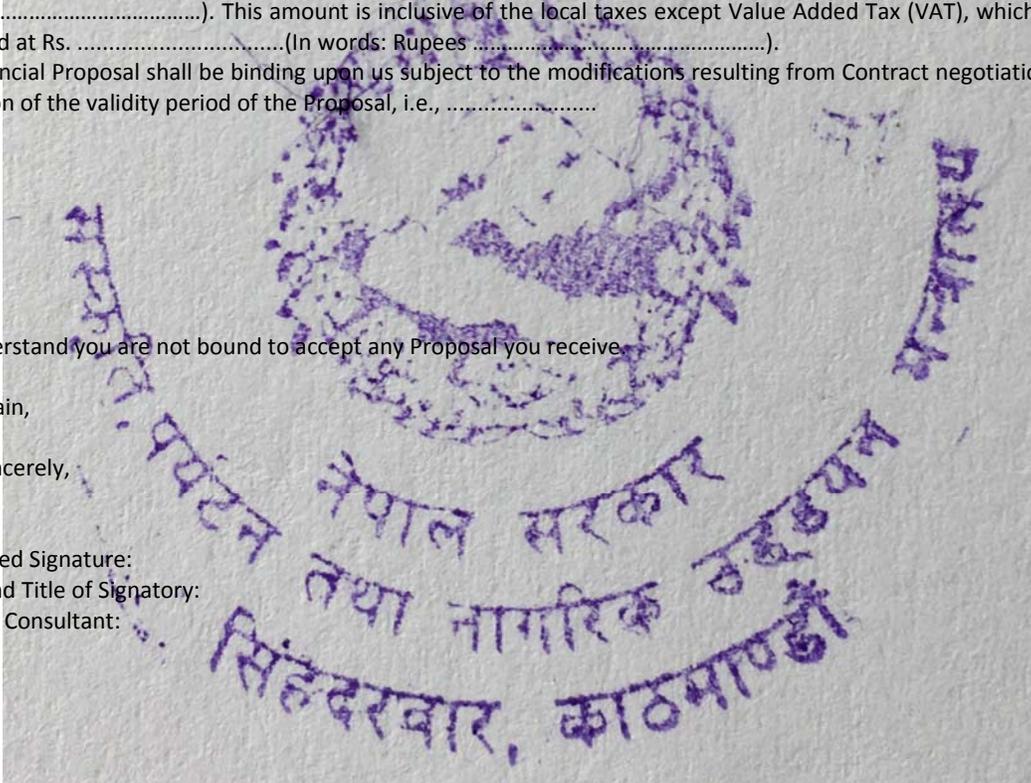
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



4B. SUMMARY OF COSTS

Sn.	Description	Person	Unit	Months	Rate (NRs.)	Total (NRs.)	Remarks
A.	Key Staff						
1	Urban Planner (Team Leader)	1	No.	8			
2	Archeologist	1	No.	3			
3	Tourism Expert	1	No.	5			
4	Sociologist	1	No.	5			
6	Geologist	1	No.	3			
7	Structural Engineer	1	No.	7			
5	Architecture Engineer	1	No.	7			
8	Civil Engineer	2	No.	8			
9	Electrical Engineer	1	No.	4			
9	Senior Surveyor	2	No.	7			
	Subtotal of A						
B	Support Staff						
1	Sub Engineer Civil	2	No.	8			
2	Draft Person	2	No.	7			
3	Computer Operator	2	No.	8			
4	Office Assistants	3	No.	8			
	Sub Total of B						
C	Reimbursable						
	Travel expenses	60	trip				
	Field Allowances	45	Man Month				
	Software (GIS,AutoCAD,SAP)	1	LS				
	Stakeholders Meeting at Field	3	Nos				
	Presentation	3	Nos				
	Reporting and Printing	1	LS				
	Sub Total of C						
D	Total(A+B+C)						
	Consultant's overhead @ -----% of D						
E	Total With Overhead						

	VAT @ 13% of Total E	
F	Grand Total With VAT	



1. INTRODUCTION:

Nepal is a country full of historic, traditional and religious elements. Hence, natural beauty and tradition of Nepal must be protected as they are the major elements of economic development through tourism. It helps to preserve and promote the religious as well as traditional heritage. It also affects the Gross Domestic Production (GDP) of the country while earning foreign currency creating employment opportunities, eradicating poverty from the country. Protection and promotion of natural beauty traditional customs and adventure sports which are the major possibilities of tourism is the most essential task. Considering this, the Government of Nepal (GoN) has formulated National Tourism Act 2016-2025 in order to reach the goal of sustainable tourism development through predetermined plans. This can only be attained through sustainable development in traditional sector. A budget has been allocated for the sole purpose of implementing the master plan in order to prevent the Muktinath area as it is felt important. By implementing this master plan, the religious as well as traditional values of our country can be replicated worldwide by increasing the inflow of tourists (external and internal) including religious tourists. In addition to this, annual income of the country can be drastically increased by implementing the master plan which can be created through research of this area. Under the agreement of Ministry of Culture Tourism and Civil Aviation (MoCTCA), the master plan for the development of Muktinath can be prepared and implemented.

2. OBJECTIVES:

In view of Muktinath's enormous tourism potential, the GoN has initiated the process of preparing the Master Plan for integrated development of this area through a number of infrastructure development projects and tourism related development for meeting the requirement of making Muktinath a Pilgrims & Tourist's Paradise for the domestic and foreign tourists. The main objective of the proposed assignment is to prepare Master Plan and Detailed Project Report of Proposed area.

3. Scope of Work

- ❖ Assess the existing demographic and infrastructural scenario in the project area,
- ❖ Assess the existing Pilgrim & tourism scenario of Muktinath and the surrounding area.
- ❖ Impact of tourism on environment and the culture of the project area.
- ❖ Identification of major issues confronted in Muktinath with reference to tourism.
- ❖ SWOT Analyses.
- ❖ Vision, Objectives and Strategies for increasing tourism potential of the region and overall development.
- ❖ Planning Proposals, Land Use Zoning and framing the Development Control Regulations considering the existing situation and envisaged future developments.
- ❖ Estimates on requirement of physical, modern and scientific facility, utilities and social infrastructure to cater to the growing needs of the Project Area for 20 years.
- ❖ Formulate environmental management plan
- ❖ Strategies for protection of environmentally and culturally sensitive areas.
- ❖ Propose suitable business plan for self-sustainable in long run by proposing suitable way of income generation.
- ❖ Prepare and suggest Master Plan implementation strategy.

4. EXPECTED OUTPUT

The completed Integrated Master Plan with DPR shall include but not limited to the followings:

Profile: An up to-date profile should be prepared, comprising of base-line information of the existing physical, social, pilgrim, tourism, Cultural, economic, environment, financial and organizational state of the Jomsom, Kagbeni and Muktinath area. Apart from the key statistics, such base line information should also include textual descriptions, maps, charts, diagram, and key problems prevailing in the Muktinath area. Base line information of at least two time points—having minimum interval of (past) five years should be included.

Analysis: The section should contain at least of the followings:

Trend analysis: The analysis should reveal among other things growth trend of—population, tourist flow, migration, land use, infrastructure provisions, import-export of goods, jobs and other economic opportunities.

SWOT analysis: This should reveal potentiality of the area based on its strength and opportunities. The analysis should also reveal the weaker side of the area which tends to pose threat to the future development of the area.

Spatial analysis: The analysis should clearly reveal demand and supply situation of vacant land, besides including land develop-ability analysis. The analysis, therefore, should clearly show the location where the future growth can be channelized

Financial analysis: The analysis should reveal income potential and financing sources including expenditure pattern of the area for the 20 year plan period.

Vision: To make the vision operational, necessary development principles to guide the sectoral activities also need to be outlined. Vision and principles should be formulated with broadly participated local stakeholders.

Long-term infrastructure development plan:

Such infrastructure plan should essentially reveal the future desired Tourist/Pilgrim place form of the Muktinath area, keeping in view of planning horizon of 20 years and also classify the Muktinath area land revealing broadly tourist/Pilgrim areas, expansion areas, natural resource areas and also calamity prone areas. Such plan should be separately supplemented by the relevant data and thematic maps of existing land use, environmentally sensitive areas, and infrastructure services such as road network, transportation, water supply and drainage system, sewerage network, telecommunication network and electricity distribution network. Also hierarchy of the open space should also be justified within Muktinath and Kagbeni areas.

Plan should also be supplemented by social and economic data and thematic maps revealing the social, cultural, Tourism and economic infrastructures of the area. The proposed land use plan should be justified with geological investigation, hydrological & metrological parameters of the proposed area, and should have overlaid with base and topographic maps too. There should be strategic steps/ suggestions to make available land for new infrastructures.

Environmental Management Plan:

The environmental management has remained as the major problem of the Muktinath &Kagbeni area. The environmental management plan should be formulated by studying and analyzing in detail. Such plan should essentially cover the following aspect:

- ❖ Solid waste Management: 3R promotion- reduce/ reuse/ recycle, Sanitary land fill site
- ❖ Waste water Management
- ❖ Air, water, land, visual and Noise pollution
- ❖ Urban Greenery (forestry, Agriculture), park, garden etc.
- ❖ Control and management of built environment
- ❖ Conservation of environmental sensitive areas
- ❖ Assessment of requirement of EIA/ IEE of major sub-projects

- ❖ Others (such as emergence of low carbon city, food green city, garden city etc. concepts) as per requirements.

Social Development Plan:

Social development plan significantly contributes to bring qualitative improvement in the lives of the common people. Attention should be given focus on social development programme when social development programme is getting priority in the present context. Plan should be formulated on the basis of the analysis of social condition of the Muktinath and Kagbeni area. Such plan should essentially cover the following aspect:

- ❖ Education
- ❖ Public health
- ❖ Security (physical as well as social)
- ❖ Main streaming GESI: Inclusion of women, in-advantage groups, child, elder, physically challenged etc.
- ❖ Cultural and Sports
- ❖ Hierarchy of Parks & open spaces
- ❖ Other urban social service centers (information, library, and space for social gathering...)
- ❖ Others as per requirements

Conservation, Cultural & Tourism Development Plan:

Culture makes a distinct identity of the place and people, way of life and level of civilization. Cultural development plan significantly contributes to bring qualitative improvement in the conservation of local cultural heritage, art and architecture. Similarly, more attention should be given to the preservation of tangible and intangible cultures. Cultural planning should be integrated with other planning. Such plan should essentially cover the following aspect:

- ❖ Identification and preservation of important Cultural heritage sites within the project area and hinterland
- ❖ Identification of specific non-material cultures in the area.
- ❖ Plan for conservation of both material and non-material cultures and linked them to tourism development plan
- ❖ Culture center (local craft, paint, architecture, museum, culture exchange, and exhibition).

Economic Development Plan:

An Economic development plan which directly contributes in economic activities of the area and support in the development of the project area is also main component of the study. It will be better if the proposed new town have some economy based identity. It may be based on the proposed area potentiality or we can add new features for its identity Tourism/Pilgrim area. The proposed integrated development plan needs to support to have the area with identity based on its potentiality. This should be the vision for the Tourism/Pilgrim area. Such plan should essentially cover the following aspect:

- ❖ Economic development plan: Areas of comparative advantage.
- ❖ Tourist development.
- ❖ Employment generation, poverty reduction.
- ❖ Rural urban linkage- strategic location of different market centre/ product collection centre.
- ❖ Possible EZs based on local economic growth potentials (driving forces).
- ❖ Others as per project area requirements.

Multi-Sectoral Investment Plan (MSIP): Such plan should reveal short and long-term programs/projects, cost estimate, and probable financing sources prioritized in sequential manner for the planning period of twenty years. Such programs/projects should be to cater to both the short-term and long-term needs of the

project area and should be consistent with the long-term development plan, sectoral goals and objectives, and the vision. Furthermore, Such MSIP should be pragmatic, and be consistent with the financial resource plan. The major tourist/pilgrim projects and the projects that can be implemented should be clearly mentioned in MSIP. It is suggested that the plan/projects that have to implement by different line agency in MSIP, included after thoroughly consultation with the concern offices. The cost estimate of the projects should be done according to the approved district rate.

Detail Feasibility/Detailed Study of prioritized Major Sub-Projects: In order to prepare reliable project banks for the recent execution of different sub-projects, consultants are expected to prepare feasibility/Detailed study of major different sectoral sub-projects. Necessary drawings, maps, detailed costing and other document should be submitted in different annexes.

Block Physical Model:

The consultant is expected to prepare a block physical model with 1:5000 or agreed scale to display the vision, land use plan and effect of implementation of project to the ministry. CBD and important landmarks objects are expected to display in a higher scale. The thematic maps of these all development plans should prepare in A-CAD drawing format in color not less than A3 paper size and prepare 3- D model. For the additional advantage on the utilization of the maps, it is recommended to present those thematic maps in GIS/AutoCAD environment. The study should contain but not necessarily limited to following maps and drawings of agreed scale and information with required explanation.

- ❖ Index Map/ Location Map
- ❖ Existing and proposed Land use and zoning Map including an overlay of topographical map, and contour line with approved intervals.
- ❖ Expansion area map: total land area required for future development will be identified and demarcated. The planned area will have network plan with contour map, detail drawings and estimated amount.
- ❖ Existing and proposed Road Network and Bus Park.
- ❖ Existing and proposed water supply network Map.
- ❖ Existing and proposed Sewerage/Drainage network Map.
- ❖ Existing and proposed of electricity network Map.
- ❖ Existing and proposed communication network Map Proposed Solid Waste Disposal /Landfill Site Map with an overlay of contour line of agreed intervals.
- ❖ Geological sensitive area map.
- ❖ Map showing government/guthi land, with an overlay of contour line of agreed intervals and other details etc.
- ❖ Detail drawings of proposed social infrastructures (sports complex, city hall, security centre, convention centre, public parks, zoo etc) including site plan of contour lines.
- ❖ Detail Drawing of ring road, arterial road major roads (contour map, profile, sections etc) and bridges/culverts, falls etc.

5. METHOD OF STUDY

Data Gathering and Analysis:

Plan preparation will rely on both primary and secondary data. Primary data especially related to land use pattern, extent of newly opened roads, their standards and quality, land values and environment problems shall be gathered through physical mapping using GIS/ topographic map, on the site observation, technical investigation/ test and interview. For this, one shall also be familiar with the acts, rules, regulation and guidelines of land development programs or practices in Nepal and abroad, collection of all relevant

documents, literatures and also well acquainted on department's both published and unpublished norms, regulations, polices etc related to tourism development field. Muktinath and Kagbeni area level problems and development issues are identified through opinion survey of prominent citizens, officials of the local and government agencies, and through the Muktinath area level meetings which may include meetings of the committees. Data on physical, environmental, social, economic, financial, and institutional shall be gathered from sources such as office records or archives, VDC reports/ profile, published academic or professional reports, and data published by CBS. Analysis will include both trend, spatial analysis using GIS/AutoCAD, and interpretation of aerial photographs.

Planning Process:

Planning process shall be a participatory one. First, it can coordinate between sectoral agencies to channel capital investment and enable plan implementation, even after the completion of plan preparation. Second, broader participation in Committee can include concerns and aspirations of all the sectors and stakeholders therefore lend credibility and legitimacy to the Integrated Tourism Development Master Plan. Consultant is envisaged to include local bodies, government agencies, and political parties/leaders, civil societies such as NGOs, CBOs, TLOs, intellectuals, prominent citizens, professional bodies, and planning team. Consultant shall be the key body to formulate policies and guidelines related to plan preparation. This shall meet to advice on various aspects of plan preparation including identifying problems and issues of the Muktinath area, formulating and reviewing of Muktinath and Kagbeni area, vision, goals, objectives, and programs. Planning team shall be responsible to present all necessary analysis in all stages of planning process and to facilitate necessary meeting and workshops. Meetings comprised of ward office, citizens, NGOs, CBOs, and TLOs will be held in Muktinath and Kagbeni area to determine the local level problems and needs. Plan should cover the development sectors identified earlier. The planning team shall also elaborate consultation with the concerned Parties to formulate the development principles and guidelines for the preparation of the long-term development plan.

Feasibility Study with Detail Project Report (DPR):

The consultant shall organize **Stakeholder Consultative Workshop** for finalizing the short listed programme & projects in feasibility report. The SCW report with finalized short list of programme and projects shall be submitted to the ministry. After this workshop, detail field study shall be done for data and information collection. During this field work, the consultant shall collect all necessary technical, social, economic etc data and information required for the feasibility study. Based on such data and information, the feasibility study of the finalized short listed programs and projects as per (a) to (e) below shall be carried out.

The consultant shall conduct detail engineering survey, data collection, data analysis, design, drawing, cost estimate and work out for all alternate projects. After this the consultant, shall organize presentation/consultation meeting at ministry. As there may be possibility of further field verification and need for more data and information after presentation in ministry, thus field verification and additional data/information shall be collected. The DPR shall be prepared for all finalized short listed projects. The Interim DPR shall be submitted and presented to the ministry for comments and feedbacks. Once this is done, a Public Hearing meeting shall be organized to disseminate the outcome of the study to the local people and all stakeholders. After public hearing, the discussion meeting at the ministry will be held on Interim DPR. The Draft Feasibility Study Report with DPR shall be prepared after incorporation of comments and suggestions received from the ministry and submitted and presented to the ministry. The Final Feasibility Study Report with DPR shall be submitted with incorporation of all the comments and feedback from the ministry.

a) **Economic feasibility:** The consultant shall analyze in detail the benefits that shall accrue from a particular project over a period of time and the cost/investment that needs to be made to implement such project through the indicators such as EIRR, Benefit-Cost ratio and others.

b) **Social feasibility:** The proposed project shall benefit the community lagging behind in the society especially children, single women, physically unable people. It shall also look into the displacement and resettlement issues and recommend the socially acceptable measures.

c) **Environmental feasibility:** The proposed project shall address environmental and disaster risk issues to analyze for likely negative impacts to assess the viable mitigating measures.

d) **Institutional feasibility:** The proposed projects shall be analyzed for role and responsibility of the Ministry, stakeholders and agencies directly or indirectly involved in the planning and development process and activities. It shall recommend the implementable institutional framework such as PPP and other viable modalities within the cluster areas. This shall include an assessment of the targeted areas human resources and their capacity.

e) Technical Feasibility study:

The proposed projects must be assessed for geo-seismological and hydrological soundness. Further, it needs to consider the availability of lands and its accessibility, availability of local skilled/unskilled labors, raw materials, appropriate technology etc. It should also include reviewing the available data, collecting, reviewing and analysis of field data including topographic survey, nature and structure of surface soil and subsurface soil including groundwater, and other information as required for the study and conducting analysis to decide upon the technical feasibility of the infrastructure required. The Consultant shall assess the area requirements for the development of infrastructure and other purposes in consultation with the client officials. Conduct detail engineering survey, design and cost estimate of alternative projects. A cost comparison of different types of infrastructure required shall be made and discussed with the client and stakeholders before proceeding to proposed master plan.

Miscellaneous

If not covered by aforesaid, the Consultants shall perform other studies, explorations, tests surveys, calculations, etc. required to produce full and complete set of working drawings, specifications, bills of quantities, requirement of materials and complete cost estimates for the master plan related development including related works based upon which construction activities can be started to complete without further study and/or reference to them.

Role of the Consultant

- ❖ Consultant shall be responsible to supply technical personnel as stipulated in TOR and work under the team leader. Consultant's personnel shall directly participate in fieldwork and plan preparation, under the supervision and instructions of the team leader. The fieldwork among other things includes data gathering, VDC/Municipality/DDC level meetings.
- ❖ Consultant shall be responsible for making available of logistics including computers, printer, scanner, photocopier, and vehicle as stipulated in TOR for use in the field.
- ❖ Consultant shall be responsible for undertaking necessary transfer of knowledge programs that are required in connection to plan preparation.
- ❖ Keep appropriately the records and minutes of the meetings/workshops.
- ❖ Have knowledge and skills about Logical Framework Approach.
- ❖ Make necessary investigation (geological/ soil, topographic survey, material sample survey, lab tests etc) to prepare tourism Master Plan for Muktinath area.

- ❖ Gather data and carry out necessary analysis and inform the outcome of such analysis to the team leader and to the planning team during plan preparation.
- ❖ Undertake the task of preparing master plan in complete as described in this TOR, instruction/ Guidelines, under the supervision of the team leader.



7. Composition of Study Team / Manning Schedule

The team of the consultant should consist of the following key personnel with adequate support staff. The consultant should assign these personnel for full tenure to accomplish both the fieldwork and deskwork.

S.N.	Description	Person	Unit	Duration	Minimum Experience after Bachelor	Minimum Qualification Required
A. Key Staff						
1	Urban Planner (Team Leader)	1	No.	8	10	M.Sc. in Urban planning/Civil /Architectural Engineering/Planning
2	Archeologist	1	No.	3	5	M.Sc./Anthropology/Sociology
3	Tourism Expert	1	No.	5	5	M.Sc./Social Science /Anthropology/Tourism.
4	Sociologist	1	No.	5	5	Masters/ Social Science/Anthropology.
5	Geologist	1	No.	3	5	M.Sc. geology/Geotechnical Engineering
6	Structural Engineer	1	No.	7	5	M.Sc. Structure
7	Architecture Engineer	1	No.	7	5	B.E. Arch
8	Civil Engineer	2	No.	8	5	B.E. Civil
9	Electrical Engineer	1	No.	4	5	B.E. Electrical
10	Senior Surveyor	2	No.	7	5	Bachelor in Survey/ Geomatics /Senior Survey Course after Bachelor
B Support Staff						
1	Sub Engineer Civil	2	No.	8	5	Diploma in Civil Engineering or Equivalent
2	Draft Person	2	No.	7	5	Diploma in Architecture Engineering or Equivalent
3	Computer Operator	2	No.	8		+2 in any field with Basic Computer Training
4	Office Assistants	3	No.	8		N/A

8. REPORTS

The consultant is expected to prepare and submit the Final Report prepared in English. The draft Final Report should be duly presented before the client officials. Comments should be obtained on the draft design from client and stakeholders wherever applicable or necessary for its finalization. The consultant is expected to submit three set of final report in the text and one digital copy (pdf file not accepted). The submission plan of the reports shall be as below:

S.No.	Report	Time to submit	Remarks
1	Inception report	1 month	Duration is counted from the issuing date of work order.
2	Field report	3 month	
2	Draft Final report	6 months	
3	Final Report	8 months	
4	Monthly Progress Report	7 th working day of the next month	

All relevant data, drawings/maps, cost estimate should be duly included in the appendix. Up-to-date bibliography should also be included revealing the list of literatures, reports and other publications reviewed and referred. Name of the participants involved in report preparation, meetings and workshops should be duly acknowledged. Similarly, name of the officials and agencies met or interviewed should be duly compiled.

9. MODE OF PAYMENT

- After the submission of the Inception Report 20%
- After submission of Field Report 20%
- After the submission of the Interim (Draft) Report 40%
- After the submission of the Final Report 20%

Payment by client to the consultant for the assigned work shall be made as per prevailing rules and Regulations or as mentioned in TOR. The consultant may be paid in three installments. First installment shall be paid at the end of 1 month after the submission of inception report (2 Sets). Second Installment shall be paid at the end of 3 months Field Reports (3 Sets). The third or last installment shall be paid at the end of 6.0 months after the submission of Draft report (5 Sets + digital copy + Block Physical Model). Final payment shall be paid at the end of 5 months against the submission of final report (5 Sets + 1 digital). The progress must include completion of preparing entire work.

Requirement of Experts:

Urban Planner (Team Leader): (9 marks)

She/he must have M Sc. in urban planning with minimum 10 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/He will involve as team leader and perform the following tasks:

- ❖ Develops and carries out planning projects and work programs, maintains work schedules, coordinates intra and interagency activities, and recommends appropriate actions.
- ❖ Plan, prioritize, assign, supervise, review and participate in the work of staff responsible for formulating and applying general plan,
- ❖ Establish schedules and methods for providing development project review services and/or affordable housing services; identify resource needs; coordinate and review needs with appropriate management staff, outside agencies and other City departments; allocate resources accordingly,
- ❖ Participate in the development of policies and procedures; monitor work activities to ensure compliance with established policies and procedures; make recommendations for changes and improvements to existing standards and procedures.
- ❖ Recommend and assist in the implementation of goals and objectives; implement approved policies and procedures.
- ❖ Perform the more technical and complex tasks of the work unit including coordinating the review of project proposals.

Archeologist: (4 marks)

She/he must have Masters in Anthropology/Sociology/Archeology with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as archeologist and perform the following tasks:

- ❖ Develop and maintain a cultural resource information base for the field.
- ❖ Perform archival research, archaeological inventories, evaluation, mitigation and data recovery projects.
- ❖ Promotes tourism through archaeological sites, which attracts many tourists into the country.
- ❖ Make presentations to the public, at meetings and other venues on cultural resource management laws and policies.
- ❖ Complete field forms, draw sketch maps, prepare profile and plan view field drawings.
- ❖ Consult with project team about laws and regulations concerning cultural resource issues.

Tourism Expert: (4 marks)

She/he must have Masters in Social Science /Anthropology/Tourism with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as tourism expert and perform the following tasks:

- ❖ Carrying out research of existing tourist attractions to gain stakeholder feedback in order to make improvements.
- ❖ Involved in environmental study
- ❖ Researching local history and local people's views in order to develop potential new tourist attractions.
- ❖ Encouraging the development of new jobs within the tourism sector.
- ❖ Assessing the impact that any planned developments may have upon the local environment weighed against the potential benefits
- ❖ Consulting with local tourism businesses such as tour operators, restaurants and guest-houses, to assess the effectiveness of tourism and to develop an overall tourism development strategy.

Sociologist: (4 marks)

She/he must have Masters in Social Science /Anthropology/with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as sociologist and perform the following tasks:

- ❖ Prepare scientific or technical reports or presentations.
- ❖ Analyze and interpret data to increase the understanding of human social behavior of the location area.
- ❖ Collect data about the attitudes, values, and behaviors of people in groups of site area, using observation, interviews, and review of documents.
- ❖ Involved in environmental study
- ❖ Supervise scientific or technical personnel.
- ❖ Observe group interactions and role affiliations to collect data, identify problems, evaluate progress, and determine the need for additional change.
- ❖ Develop problem intervention procedures, using techniques such as interviews, consultations, role playing, and participant observation of group interactions.

Geologist: (3 marks)

She/he must have M Sc. in Geology/Geotechnical Engineering with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as geologist and perform the following tasks:

- ❖ Analyze and interpret geological, geochemical, and geophysical information from sources such as survey data, well logs, boreholes, and aerial photos.
- ❖ Plan and conduct geological, geochemical, and geophysical field studies and surveys; sample collection; to collect data.
- ❖ Prepare geological maps, cross-sectional diagrams, charts, land use and resource management using results of field work.
- ❖ Assess ground and surface water movement in order to provide advice regarding issues such as waste management, route and site selection, and the restoration of contaminated sites.
- ❖ Identify risks for natural disasters such as landslides, earthquakes and provide advice on ways in which potential damage can be mitigated.
- ❖ Conduct geological and geophysical studies to provide information for use in regional development, site selection, and the development of public works projects.

Structural Engineer: (3 marks)

She/he must have M Sc. in structure engineering with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as structural engineer and perform the following tasks:

- ❖ Designs and drawings
- ❖ Feasibility study of the infrastructures.
- ❖ Detailed Analysis of the infrastructures.
- ❖ Providing technical advice
- ❖ Liaising with relevant professional staff such as architects

Architect: (3 marks)

She/he must have Bachelor in architecture with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as architect and perform the following tasks:

- ❖ Drafting, Laying Out regarding design, structure specifications, materials, color, equipment, estimated costs, and construction time.
- ❖ Consult with client to determine functional and spatial requirements of structure.
- ❖ Direct activities of workers engaged in preparing drawings and specification documents.
- ❖ Plan layout of project.
- ❖ Prepare scale drawings.
- ❖ Integrate engineering element into unified design.
- ❖ Conduct periodic on-site observation of work during construction to monitor compliance with plans.
- ❖ Thinking Creatively -- Developing, designing, or creating new applications, ideas, relationships, systems, including artistic contributions.
- ❖ Making Decisions and Solving Problems -- Analyzing information and evaluating results to choose the best solution and solve problems.

Civil Engineers: (6 marks)

She/he must have Bachelor in Civil engineering with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as engineer and perform the following tasks:

- ❖ Survey
- ❖ Involved in Environmental survey and reporting work
- ❖ Assist in prepare shop drawings
- ❖ Quantity and cost estimate
- ❖ Others as advised by the Team Leader

Electrical Engineer: (3 marks)

She/he must have Bachelor in electrical engineering with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as engineer and perform the following tasks:

- ❖ Involved in Survey works
- ❖ Write commissioning procedures for electrical installations.
- ❖ Quantity and cost estimate
- ❖ Evaluate engineering proposals, shop drawings and design comments for sound electrical engineering practice and conformance with established safety and design criteria, and recommend approval or disapproval.
- ❖ Draw or modify diagrams and write engineering specifications to clarify design details and functional criteria of experimental electronics units.
- ❖ Review existing electrical engineering criteria to identify necessary revisions, deletions or amendments to outdated material.
- ❖ Visit construction sites to observe conditions impacting design and to identify solutions to technical design problems involving electrical systems equipment that arise during construction.
- ❖ Others as advised by the Team Leader

Senior Surveyors: (6 marks)

She/he must have Bachelor in Survey/ Geomatics /Senior Survey Course after Bachelor with minimum 5 years of general experience in related field after graduation. She/he must have at least 2 no of projects as per specific experience. She/he will involve as surveyor and perform the following tasks:

- ❖ Search legal records, survey records, and land titles to obtain information about property boundaries in areas to be surveyed.
- ❖ Prepare and maintain sketches, maps, reports, and legal descriptions of surveys to describe, certify, and assume liability for work performed.
- ❖ Direct or conduct surveys to establish legal boundaries for properties, based on legal deeds and titles.
- ❖ Compute geodetic measurements and interpret survey data to determine positions, shapes, and elevations of geomorphic and topographic features.
- ❖ Determine longitudes and latitudes of important features and boundaries in survey areas using theodolites, transits, levels, and satellite-based global positioning systems (GPS).
- ❖ Coordinate findings with the work of engineering and architectural personnel, clients, and others concerned with projects.
- ❖ Plan and conduct ground surveys designed to establish baselines, elevations, and other geodetic measurements.

Evaluation Criteria for Technical Proposal

Total weightage of the technical proposal = 85

Minimum weightage required to be secured by the Consultant in the technical proposal = 60

Evaluation Criteria for Financial Proposal

Total weightage of the financial proposal = 15

FINANCIAL

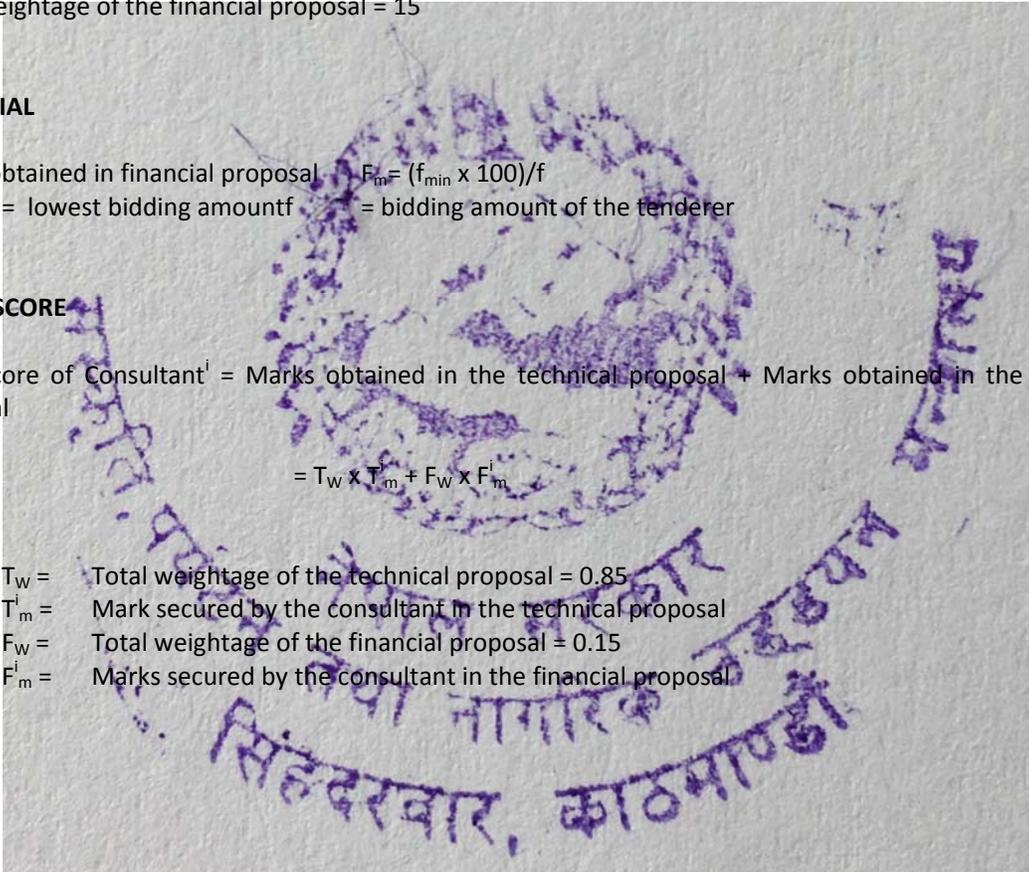
Marks obtained in financial proposal $F_m = (f_{\min} \times 100)/f$
 f_{\min} = lowest bidding amount f = bidding amount of the tenderer

TOTAL SCORE

Total score of Consultantⁱ = Marks obtained in the technical proposal + Marks obtained in the financial proposal

$$= T_w \times T_m^i + F_w \times F_m^i$$

- T_w = Total weightage of the technical proposal = 0.85
 T_m^i = Mark secured by the consultant in the technical proposal
 F_w = Total weightage of the financial proposal = 0.15
 F_m^i = Marks secured by the consultant in the financial proposal



STANDARD FORM OF CONTRACT



I.	Form of Contract	42
II.	General Conditions of Contract.....	44
III.	Special Conditions of Contract	57
IV.	Appendices	63

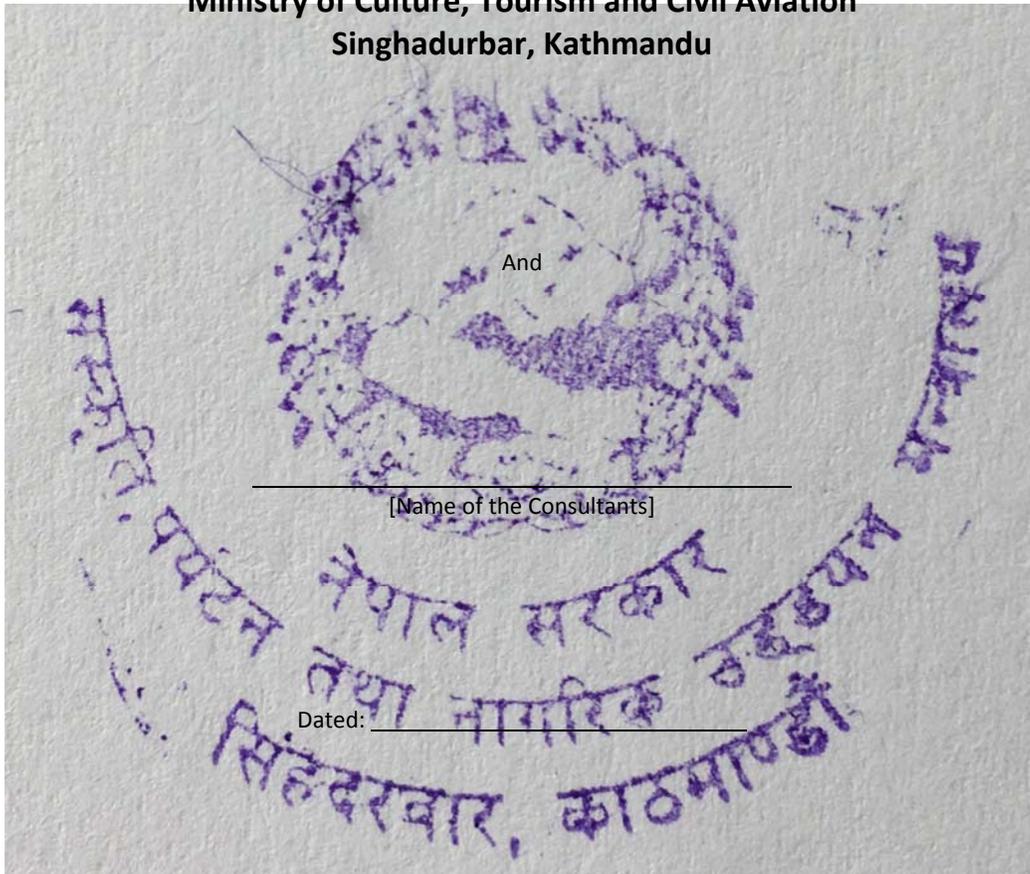


Contract for Consultant Services

For

Preparation of Tourism Master Plan and DPR of Major Infrastructures required for Muktinath Area

Between

**Government of Nepal
Ministry of Culture, Tourism and Civil Aviation
Singhadurbar, Kathmandu**

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, Department of Tourism, Singh Durbar (hereinafter called the "Client") and, on the other hand, [name of consultants] (hereinafter called the "Consultants").

[**Note:** If the Consultants 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 consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, [name of consultants] and [name of consultants] (hereinafter called the "Consultants").]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

[Note: Include clause (c) only in donor-funded projects. Otherwise omit.]

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) The following Appendices:

Appendix A:	Description of the Services
Appendix B:	Reporting Requirement
Appendix C:	Key Personnel and Sub consultants
Appendix D:	Duties of the Client
Appendix E:	Cost Estimates in Local Currency
Appendix F:	Form of Guarantee for Advance Payments
Appendix G:	Minutes of Negotiations Meetings
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

Name:

Title:

Date:

Ministry of Culture, Tourism and Civil Aviation
Singhadurbar, Kathmandu.

For and on behalf of *[name of consultants]*

[Authorized Representative]

Name:

Title:

Date:

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

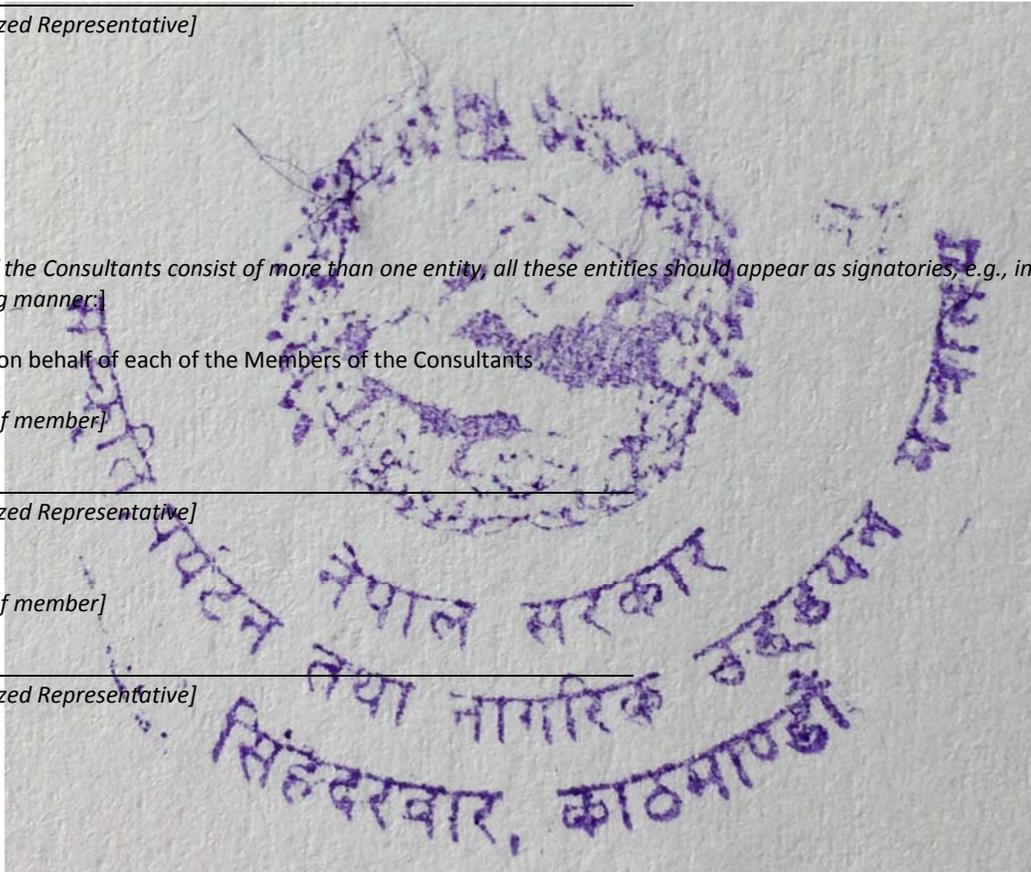
For and on behalf of each of the Members of the Consultants

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]



II. General Conditions of Contract

1. General Provisions

<p>1.1 Definitions</p>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a. "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; b. "Government" means Government of Nepal. c. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract; d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1; e. "GCC" means these General Conditions of Contract; f. "Donor" means the organization offering loan, credit or grant to GoN g. "Local Currency" means the currency of the Government; h. "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and "Members" means all these entities; i. "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them; j. "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside Nepal; "Local Personnel" means such persons who at the time of being so hired had their domicile inside Nepal; and "Key Personnel" means the Personnel referred to in Clause GCC 4.2(a); k. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; l. "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto; m. "Sub consultant" means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7; n. "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.
<p>1.2 Relation between the Parties</p>	<p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p>1.3 Law Governing Contract</p>	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.</p>
<p>1.4 Language</p>	<p>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.</p>
<p>1.5 Headings</p>	<p>The headings shall not limit, alter or affect the meaning of this Contract.</p>
<p>1.6 Notices</p>	<p>1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to</p>

	<p>this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.</p> <p>1.6.2 Notice will be deemed to be effective as specified in the SCC.</p> <p>1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.</p>
1.7 Location	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 Nepal or elsewhere, as the Client may approve.
1.8 Authority of Member in Charge	In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.9 Authorized Representatives	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 Consultants may be taken or executed by the officials specified in the SCC.
1.10 Taxes and Duties	Unless otherwise specified in the SCC, the Consultants, Sub consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
2.2 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be 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.
2.3 Commencement of Services	The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GCC 2.8 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
2.5 Variation	Variation of the terms and conditions of this Contract, including any 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 variation made by the other Party.
2.6 Force Majeure	
2.6.1 Definition	a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes,

	<p>lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>2.6.2 No Breach of Contract</p>	<p>The failure of a Party to fulfil 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>
<p>2.6.3 Measures to be Taken</p>	<p>a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</p> <p>b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <p>c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p>
<p>2.6.4 Extension of Time (EoT)</p>	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Client's failure to provide facilities in time as per the contract</p> <p>The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:</p> <ol style="list-style-type: none"> the consultant had made the best possible efforts to complete the work in due time, the facilities to be provided by the Client as per the contract to the Consultant was made in time or not, The delay was as a result of Force Majeure or not.
<p>2.6.5 Consultation</p>	<p>Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<p>2.7 Suspension</p>	<p>The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.</p>

2.8 Termination	
2.8.1 By the Client	<p>The Client may, by not less than thirty (30) days' written notice of termination to the Consultants. (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC 2.8.1, terminate this Contract:</p> <ol style="list-style-type: none"> a. if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing; b. if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; c. if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof; d. if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false; e. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. g. if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: <ul style="list-style-type: none"> “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
2.8.2 By the Consultants	<p>The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.8.2, terminate this Contract:</p> <ol style="list-style-type: none"> a. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; b. 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach; c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

	d. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.
2.8.3 Cessation of Rights and Obligations	Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.8 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, 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 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.
2.8.4 Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.8.1 or GCC 2.8.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.
2.8.5 Payment upon Termination	Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or GCC 2.8.2 hereof, the Client shall make the following payments to the Consultants: <ul style="list-style-type: none"> a. remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination; b. reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and c. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.
2.8.6 Disputes about Events of Termination	If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.8.1 or in Clause GCC 2.8.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, shall settle the dispute pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
3. Obligations of the Consultants	
3.1 General	
3.1.1 Standard of Performance	The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.
3.1.2 Law Governing Services	The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

3.1.3 Application of Procurement Law	If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants 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 Consultants in the exercise of such procurement responsibility shall be for the account of the Client.
3.2 Conflict of Interests	
3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.	The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
3.2.2 Consultants and Affiliates Not to Engage in Certain Activities	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	The Consultants shall not engage, and shall cause their Personnel as well as their Sub consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities: <ul style="list-style-type: none"> 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.
3.3 Confidentiality	The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term of 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.
3.4 Liability of the Consultants	Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
3.5 Insurance to be taken out by the Consultants	The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (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 coverages, as shall be 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.

3.6 Accounting, Inspection and Auditing	<p>The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and, where applicable</p>
3.7 Consultants' Actions Requiring Client's Prior Approval	<p>The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> a. appointing such members of the Personnel as are listed in Appendix C merely by title but not by name; b. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract; c. Any other action that may be specified in the SCC.
3.8 Reporting Obligations	<p>The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
3.9 Documents Prepared by the Consultants to be the Property of the Client	<p>All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants 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 Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
3.10 Equipment and Materials Furnished by the Client	<p>Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants 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 Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, 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.</p>
4. Consultants' Personnel and Sub consultant	
4.1 General	<p>The Consultants shall employ and provide such qualified and experienced Personnel and Sub consultants as are required to carry out the Services.</p>

<p>4.2 Description of Personnel</p>	<p>a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.</p> <p>b. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.</p> <p>c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.</p>
<p>4.3 Approval of Personnel</p>	<p>The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data.</p>
<p>4.4 Removal and/or Replacement of Personnel</p>	<p>a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.</p> <p>b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p>
<p>5. Obligations of the Client</p>	
<p>5.1 Access to Site</p>	<p>The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Nepal in respect of which access is required for the performance of the Services. .</p>

5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants 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 6.1 (b).
5.3 Services, Facilities and Property of the Client	The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.
5.4 Payment	In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.
6. Payments to the Consultants	As per TOR
6.1 Cost Estimates; Ceiling Amount	<p>a. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.</p> <p>b. Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.</p> <p>c. Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
6.2 Remuneration and Reimbursable Expenditures	<p>a. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.</p> <p>b. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.</p>
6.3 Currency of Payment	a. All payments to the Consultant for the performance of the services shall be made in the currency of the GoN.

<p>6.4 Mode of Billing and Payment</p>	<p>Billings and payments in respect of the Services shall be made as follows:</p> <ol style="list-style-type: none"> a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing. b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task. <p>The invoice format shall be as agreed between the client and the consultants.</p> <ol style="list-style-type: none"> c. The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within <i>thirty (30)</i> days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date. d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory <i>forty-five (45)</i> calendar days after receipt of the final report and final statement by the Client unless the Client, within such <i>forty-five (45)</i> day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within <i>thirty (30)</i> days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within <i>ninety (90) calendar days</i> after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. e. All payments under this Contract shall be made to the account of the Consultant specified in the SCC.
<p>6.5 Retention</p>	<ol style="list-style-type: none"> a. The Client shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works. b. One half of the retention shall be repaid by the Client to the consultant at the time of the payment of the Final Bill pursuant to GCC Clause 6.4 (d) c. The remainder of the retention shall be paid by the Client to the consultant within 15 days after submission of an evidence document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

6.6 Liquidated Damages	The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion services are 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.
7. Fairness and Good Faith	
7.1 Good Faith	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.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8 hereof.
8. Settlement of Disputes	
8.1 Amicable Settlement	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.
8.2 Dispute Settlement	Any dispute between the Parties as to matters arising pursuant to this Contract which 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 the Adjudicator by either Party within 15 days after the amicable settlement period of 30 days.
8.3. Appointment of the Adjudicator	<p>a. The Adjudicator shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.</p> <p>b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request</p>

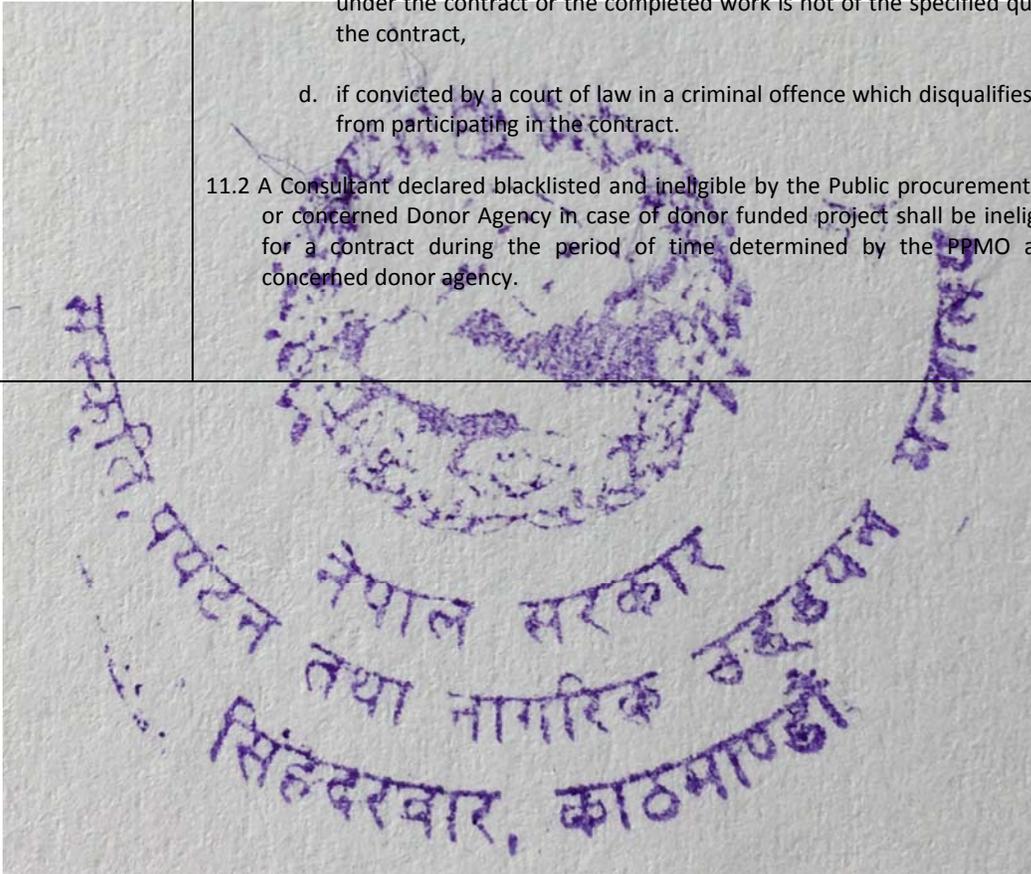
<p>8.4. Procedures for Disputes</p>	<p>a. If a dispute is referred to the Adjudicator pursuant to GCC Clause 8, 2 then the Adjudicator shall give a decision in writing within 30 days of receipt of a reference of the dispute.</p> <p>b. The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Consultant, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.</p> <p>c. In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by Nepal Council of Arbitration.</p>
<p>9. Remedies for Breach of Contract</p>	<p>Without prejudice to any other right of the Client under this Contract, the remedies available to the Client in the event of breach of the Contract by the Consultant are as follows:</p> <p>a. rejection of defective performance,</p> <p>b. prompt replacement and correction of defective services,</p> <p>c. application of liquidated damages for delay as per the provision of the Contract,</p> <p>d. termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,</p> <p>e. recovery for consequential damages;</p> <p>f. Such other remedies as may be available pursuant to the contract or to applicable law.</p>
<p>10. Conduct of Consultants</p>	<p>10.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.</p> <p>10.2 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> <p>I. give or propose improper inducement directly or indirectly,</p> <p>II. distortion or misrepresentation of facts</p> <p>III. engaging or being involved in corrupt or fraudulent practice</p> <p>IV. Interference in participation of other prospective bidders.</p> <p>V. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding</p> <p>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.</p> <p>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 the notification of award of contract</p>

11. Blacklisting Consultant

11.1 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 without prejudice to any other rights of the Client under rights under this Contract:

- a. if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
- b. if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- 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 bidder from participating in the contract.

11.2 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 bid for a contract during the period of time determined by the PPMO and or the concerned donor agency.



III. **Special Conditions of Contract**

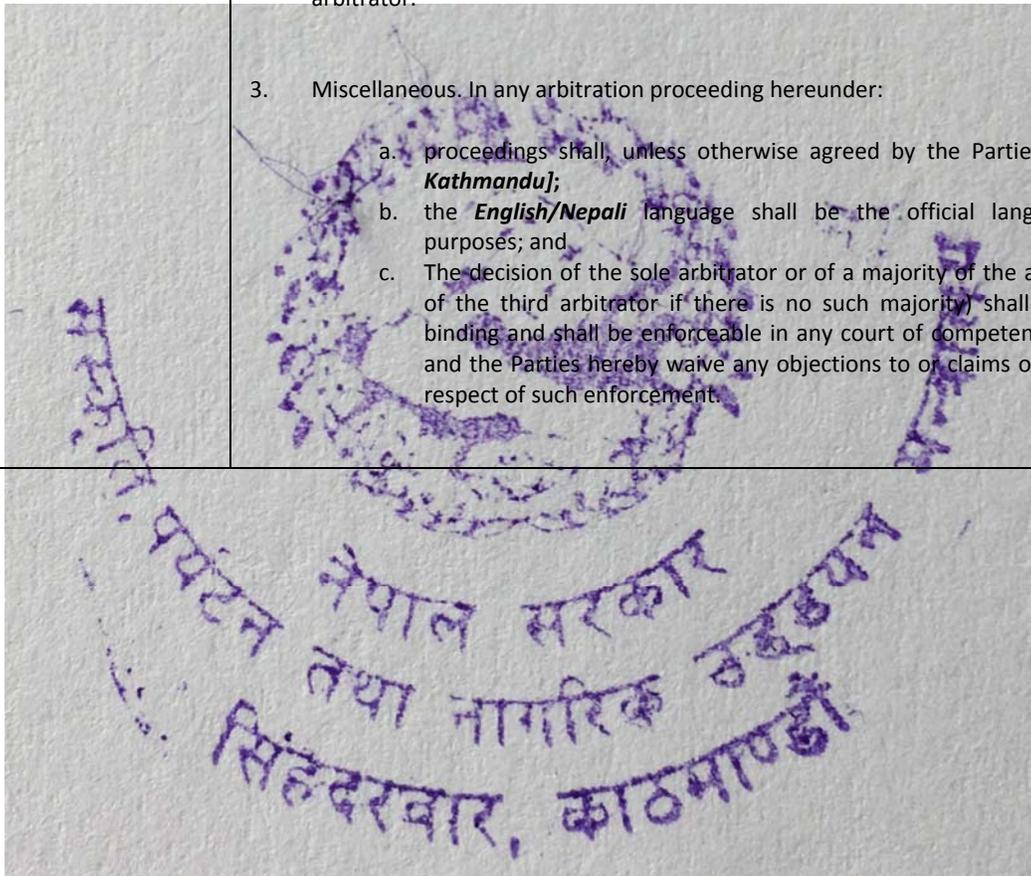
Number of GCC Clause ⁴	Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract
1.6.1	<p>The addresses are :</p> <p>Client: Government of Nepal Ministry of Culture, Tourism and Civil Aviation Singhadurbar, Kathmandu</p> <p>Consultants: Address: Attention: Cable address: Telex: Facsimile: E-mail:</p>
1.6.2	<p>Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of telexes, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission;</p> <p>(c) in the case of telegrams, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission; and</p> <p>(d) in the case of facsimiles, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission.</p> <p>(e) In case of E-mail, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission.</p>
1.8	<p>The Member in Charge is <i>[name of member]</i>.</p> <p>Note: <i>If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SCC 1.8 should be deleted from the SCC.</i></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Ministry of Culture, Tourism and Civil Aviation</u></p> <p>For the Consultants: _____</p>
2.2	<p>The time period shall be 30 days or such other time period as the parties may agree in writing.</p>
2.3	<p>The time period shall be 3 days or such other time period as the parties may agree in writing.</p>

⁴ Clauses in brackets are optional; all notes should be deleted in final text.

2.4	The time period shall be 12 weeks or such other time period as the parties may agree in writing.
3.2.3(b)	<p>Note: It is essential that Consultants who advise Clients on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</p> <p>“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.”]</p>
3.4	<p>Limitation of the Consultants’ Liability towards the Client</p> <p>(a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants 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 affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.”</p>
3.5	<p>The risks and the coverages shall be as follows:</p> <p>a) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>b) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants’ property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.</p> <p>Note: Delete what is not applicable.</p>
3.7(c)	

3.9	<p>Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 3.9 should be deleted from the SCC. If the Parties wish to restrict such use, any of the following options—or any other option agreed to by the Parties—could be used:</p> <ul style="list-style-type: none"> • “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.” • “The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.” • “Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”]
6.1(b)	The ceiling in local currency is: Rs:
6.4(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <ol style="list-style-type: none"> 1. An advance payment [of <i>[amount]</i> in local currency] shall be made within <i>[number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal instalments against each statement until the advance payment has been fully set off. 2. The bank guarantee shall be in the amount of the advance payment.
6.4(b)	Mode of payment of running bill will be done as mentioned in TOR
6.4(c)	The interest rate is: 10%
6.4(e)	The account is:
6.5 a)	Retention : 5 % of the invoice amount
6.6	Liquidated Damages: at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement
8.3 Appointment of the Adjudicator	Appointing Authority: Nepal arbitration Council, NEPCA
8.4(b)	The Adjudicator’s rate is: NA

<p>8.4 (c)</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators.</p> <p>Each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Nepal Arbitration Council (NEPCA) and the arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of NEPCA.</p> <p>2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>3. Miscellaneous. In any arbitration proceeding hereunder:</p> <ol style="list-style-type: none"> proceedings shall, unless otherwise agreed by the Parties, be held in Kathmandu; the English/Nepali language shall be the official language for all purposes; and The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
-----------------------	--



Model Form I

Consulting Firm:

Country:

Assignment:

Date:

Consultants' Representations Regarding Costs and Charges

We hereby confirm that (a) the basic salaries indicated below are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff; (b) attached are true copies of the latest salary slips of the staff members listed; (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed; (d) the factors listed below 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.

(Expressed in [name of currency])

Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Away from Headquarters Allowance
		(a)	(b)	(c)	(f)
etc.					

¹ Expressed as a percentage of (a).

 [Name of Consulting Firm]

 Signature of Authorized Representative

 Date

Name: _____

Title: _____

Note: For field staff, use Basic Salary per Working Month; for home office staff, Basic Salary per Working Day or Hour. For field staff, also fill in Away from Headquarters Allowance, if any. This form (and the one on the next page) should not be part of the signed Contract but should be executed by the Consultants separately.

Model Form II

Breakdown of Agreed Fixed Rates in Consultants' Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in [name of currency])

Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate ¹
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
etc.									
¹ Expressed as a percentage of (a). ² Expressed as a percentage of (d).									

Signature _____

Date _____

Name: _____

Title: _____

IV. Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix B—Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C—Key Personnel and Sub consultants

List under:

C-1 *Titles [and names,], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work and staff-months for each.*

C-2 *List of approved Subconsultants (if already available);*

Appendix D—Duties of the Client

List under:

F-1 *Services, facilities and property to be made available to the Consultants by the Client.*

Appendix E—Cost Estimates in Local Currency

List hereunder cost estimates in local currency:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures as follows:*
 - (a) *Per Diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.*
 - (b) *Living allowances for long-term foreign Personnel, plus estimated totals.*
 - (c) *Cost of local transportation.*
 - (d) *Cost of other local services, rentals, utilities, etc.*

APPENDIX J—MINUTES OF NEGOTIATIONS MEETINGS

Append minutes of negotiation meetings if applicable. It is advisable to append minutes where important changes in the scope of work, schedule etc. were made during negotiations.

