



REQUEST FOR PROPOSALS

RFP No.: DUDBC/BDSLFCPIU/CS/QCBS/13/080-081

Project Title:
**Procurement of Consulting services for a Conducting
Supplementary Environmental Impact Assessment (EIA) Study of
Bancharedada Sanitary Land Fill Site**

**Banchare Dada sanitary Land Fill Site Project
Implementation Unit
Babarmahal, Kathmandu**

F/Y: 2080/081



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PART I

Section 1. Letter of Invitation

RFP No: **DUDBC/BDSLFCPIU/CS/QCBS/13/080-081**

1	Everest Engineering Consultant
2	AZAD-ESN-ESRC
3	BDA-GGI-QUEST JV
4	CIAS-DEC JV
5	ECoCoDE Nepal-SITARA-Paragon JV
6	ENVIROVISIN-BDEC JV
7	NESS-GES-C2TECH(GIDA),JV
8	Sakhuwa-CARD-RADEC JV
9	SILT-Global-Green Planet JV
10	SEIA_Bbanchare Danda

Dear Mr./Ms.:

1. Government of Nepal (GoN) has allocated fund toward the cost of **Procurement of Consulting services for a Conducting Supplementary Environmental Impact Assessment (EIA) Study of Bancharedada Sanitary Land Fill Site** and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued. More details on the Services are provided in the Terms of Reference (Section 7).

2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): [insert: name of consulting services assignment]. More details on the Services are provided in the Terms of Reference (Section 7).

3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

1	Everest Engineering Consultant
2	BDA-GGI-QUEST JV
3	CIAS-DEC JV
4	ECoCoDE Nepal-SITARA-Paragon JV
5	Sakhuwa-CARD-RADEC JV
6	SILT-Global-Green Planet JV

4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the



Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.

5. A firm will be selected under QCBS and procedures described in this RFP.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract

7. Please inform us by 2081-03-09, by E-mail: procurement69@gmail.com

(a) that you received the letter of invitation; and

(b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

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

Yours sincerely,
Project Director,
Banchare dada Sanitary Land Fill Site PIU, DUDBC



Special Instructions to Consultant (Read carefully)

Technical Proposal will be evaluated on the basis of information duly provided by the Consultant. Information must be supported by relevant evidences such as Certificates, official letters, bills, vouchers and necessary commitments wherever applicable.

The consultant should duly sign and stamp all the documents submitted. Both the consulting firm & proposed key experts should submit recently & jointly signed CVs with date.

Along with the Curriculum Vitae, the copies of certificates of degrees, training certificates attained if applicable, must be submitted. For engineers, urban planner/architects, Veterinarian, Legal expert, Public health officer and wherever applicable the respective council registration certificate should also be submitted.

In case of experience certificate issued from non-government or private organization if showed, TDS or relevant documents shall be submitted.

Participation of Sub-consultants in more than one Proposal is not permissible.



Section 2. Instructions to Consultants and Data Sheet

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

A. General Provisions

1. Definitions	<ul style="list-style-type: none">(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.(h). "Day" means a calendar day.(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).(k). "Government" means the government of the Nepal.(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the
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	<p>performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of	3.1 The Consultant is required to provide professional, objective, and



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



	<p>representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
6. Eligibility	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>
B. Preparation of Proposals	
7. General Considerations	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
8. Cost of	<p>8.1 The Consultant shall bear all costs associated with the preparation and</p>



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



b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the</p>



	<p>written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.</p>
c. Currency of Proposal	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
d. Currency of Payment	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>



C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**".
- 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall



	<p>reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical</p>



	and Financial Proposals.
21. Evaluation of Technical Proposals	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
22. Financial Proposals for QBS	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening.</p>



	<p>The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> (a) Name and address , (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>24. Correction of Errors</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<p>b. Lump-Sum</p>	<p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is</p>



Contracts	deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>



<p>a. Availability of Key Experts</p>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>b. Technical negotiations</p>	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</p>	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed</p>



	<p>consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
31. Request for Information/ Complaints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the</p>



	<p>consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
32. Conduct of Consultants	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ul style="list-style-type: none">a. give or propose improper inducement directly or indirectly,b. distortion or misrepresentation of factsc. engaging or being involved in corrupt or fraudulent practiced. interference ine. participation of other prospective bidders.f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
33. Blacklisting	<p>33.1 Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none">a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,



	<ul style="list-style-type: none">c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract,d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>
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E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: Government of Nepal
1(k) (definitions)	<p>International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
2.1	<p>Name of the Client: Banchara Dada sanitary Land Fill Site Project Implementation Unit</p> <hr/> <p>Method of selection: <i>QCBS with technical proposal -80 % and financial proposal -20% weightage.</i></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Procurement of Consulting services for a Conducting Supplementary Environmental Impact Assessment (EIA) Study of Bancharadada Sanitary Land Fill Site.</p>
2.3	<p>A pre-proposal conference will be held: Yes Date of pre-proposal conference: 2081/02/31 Time: 13:00 hours Address: Department of Urban Development and Building Construction Telephone: 01-4262365 Contact person: Procurement Monitoring Evaluation and Documentation Section, DUDBC</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:



	Please refer to Section 7, TOR
4.1	[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: 3 (three) .
6.3.1	A list of debarred firms and individuals is available at the following website <u><i>[insert appropriate website address: ppmo.gov.np</i></u>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none">(1) Power of Attorney to sign the Proposal(2) Proof of Legal Status and Eligibility(3) TECH-1(4) TECH-2(5) TECH-3(6) TECH-4(7) TECH-5(8) TECH-6(9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none">(1) FIN-1(2) FIN-2(3) FIN-3(4) FIN-4 <p>Proof of legal status establish Consultant’s legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none">• Certificate of incorporation (Company Registration Certificate).• VAT Registration Certificate.• Tax clearance certificate for FY 79/80.
11.1	Participation of Sub-consultants in more than one Proposal is NOT APPLICABLE



12.1	Proposals must remain valid for <i>90 days</i> calendar days after the proposal submission deadline.
12.9	Sub-contracting is not allowed for the proposed assignment
13.1	Clarifications may be requested no later than 10 days prior to the submission deadline. The contact information for requesting clarifications is: The address for requesting clarifications is: DUDBC, Babarmahal, Kathmandu. Facsimile: 01-4262439 Email: procurement69@gmail.com
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): NOT APPLICABLE (b) other shortlisted Consultants: NOT APPLICABLE
14.1.2	Estimated input of international Key Experts' time-input: Not Applicable Estimated input of national Key Experts' time-input: as per ToR
16.1	(1) cost of travel by the most appropriate means of transport and the most direct practicable route; (2) cost of office accommodation, including overheads and back-stop support; (3) cost of meetings, public hearing, notice publication, communications cost, allowances costs, etc (4) cost of reports production (including printing/document purchase) and delivering to the Client; (5) cost of different field and lab test
16.2	A price adjustment provision applies to remuneration rates: NOT APPLICABLE



16.3	“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np.”
16.4	The Financial Proposal shall be stated in the following currencies: Nepalese Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants “shall not” have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.
17.8	The Proposals must be received at the address below no later than: Date: 2081/03/09 Time: 12:00 noon The Proposal submission address is: Procurement section, DUDBC, Babarmahal.
19.1	An online option of the opening of the Technical Proposals is offered: NOT ALLOWED
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: Sealed financial proposal Team composition Work schedule Manning schedule



21.1

The evaluation criteria, sub-criteria, and point system for the evaluation are:

Government of Nepal
Ministry of Urban Development
Department of Urban Development & Building Construction
Babarmahal, Kathmandu

Evaluation of technical proposal of RFP: Procurement of Consulting services for a Conducting Supplementary Environmental Impact Assessment (EIA) Study of Bancharedada Sanitary Land Fill Site

Total weightage of Technical Proposal = 80%

Total weightage of Financial Proposal = 20%

Total marks of the technical proposal = 100

Minimum marks required to be secured by the Consultant in the technical proposal = 70

Evaluation Criteria

S. No.	Particulars	Full Marks	Remarks
A.	TECHNICAL		
1	Consultant's specific experience (only projects successfully completed in last 7 years will be considered) (Consultancy fee less than 10 Lakhs with VAT shall not be considered.)	25	
1.1	Experience in preparation in any projects related to EIA, supplementary EIA projects	12	
	i. 1 project = 8.5 marks ii. 2 projects =9.375 marks iii. 3 projects =10.25 marks iv. 4 projects =11.125 marks v. More than 4 projects= 12 marks		
1.2	Experience in preparation in any projects related to (BES/ IEE/ Environmental Guidelines/ Solid Waste Management/ Dpr on Landfill Site/ Dpr on waste management/ Projects on prevention and control or infectious disease or viral or pandemic or cancer in human health or project such as public health policy/ health surveillance & data anlysis/ Project such as diesase prevention and control or infectious disease or viral or pandemic or animal health care of animal/bird health)	8	
	i. 2 projects =5.5 marks ii. 3 projects =6.5 marks iii. 4 projects =7 marks iv. 5 projects =8 marks		
1.3	Experience of consulting firm in similar geographical region(hilly or Mountain) in the projects mentioned in 1.1 or 1.2	5	
	i. 2 project = 3.5 marks ii. 3 projects =4.25 marks iii. 4projects= 5 marks		
2	Methodology, Work schedule and Manning schedule/plan relevant to the project	20	



a	Comments or suggestions on ToR and services	5	
i	General Comments or Suggestions	3	
ii	Slightly specific comments or suggestions along with General Comments	4	
iii	Significantly specific comments or suggestions along with General Comments	5	
b.	Quality of Methodology	5	
i	General methodology	3	
ii	Clear methodology without flowchart	4	
iii	Clear methodology with flowchart	5	
c	Work schedule	5	
ii.	Submission of work schedule	4	
iii.	Work Schedule relevant to the proposed methodology	5	
d	Manning/Staffing schedule	5	
ii.	Submission of Manning schedule	4	
iii.	Manning Schedule relevant to the proposed Work Schedule	5	
3	Key personnel: Qualification and technical competence of the proposed key staffs for assignment	50	
a)	Team Leader/Environmental Expert - 1 No	10	
i	Qualification: S/he must have Master Degree in Environmental Science or Environmental Management or Environmental Engineering or Ecology & Environment or equivalent		
	General experience after Masters Degree At least 10 years work experience after masters degree	3	
	i. >15 yrs = 3 marks ii. > 10 yrs and ≤ 15 yrs = 2.5 marks iii. 10 yrs = 2 marks		
ii	Job related experience	6	
	Specific Experience: He/She must have experience of involvement in at least 3 EIA projects after Masters degree		
	i. >5 projects = 6 marks ii. > 3 projects and ≤ 5 projects = 5 marks iii. 3 projects = 4 marks		
iii	Expearence of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 after Masters degree.	1	
	i. 4 projects = 1 marks ii. 3 projects = 0.85 marks iii. 2 projects = 0.7 marks		
b)	Environmental Engineer/Environmental - 1 No.	5	
i	Qualifying Criteria: S/he must have Master Degree in Environmental Science or Environmental Management or Environmental Engineering or Ecology & Environment or equivalent		



	General experience after Masters Degree: At least 5 years work experience after masters degree	1.5	
	i. >10 yrs = 1.5 marks ii. > 5 yrs and ≤ 10 yrs = 1.275 marks iii. 5 yrs = 1 marks		
ii	Job related experience after Masters Degree	3	
	Specific Experience: He/She must have experience of involvement in at least 3 EIA projects after Masters degree		
	i. >5 projects = 3 marks ii. > 3 projects and ≤ 5 projects = 2.5 marks iii. 3 projects = 2 marks		
iii	Experience of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 after Masters degree.	0.5	
	i. 4 projects = 0.5 marks ii. 3 projects = 0.425 marks iii. 2 projects = 0.35 marks		
c)	Natural Resource Expert/ Forest Expert / Zoologist/ Botanist -1 Nos.	5	
i	Qualifying Criteria: Master Degree in Natural Resource Management or Forestry or Zoology or Botany or forest management or ecology & nature management or equivalent		
	General experience after Master's Degree: At least 5 years work experience after masters degree	1.5	
	i. >10 yrs = 1.5 marks ii. > 5 yrs and ≤ 10 yrs = 1.275 marks iii. 5 yrs = 1 marks		
ii	Job related experience after Masters Degree	3	
	Specific Experience: He/She must have experience of involvement in at least 3 EIA projects after Masters degree		
	i. >5 projects = 3 marks ii. > 3 projects and ≤ 5 projects = 2.5 marks iii. 3 projects = 2 marks		
iii	Experience of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 after Masters degree.	0.5	
	i. 4 projects = 0.5 marks ii. 3 projects = 0.425 marks iii. 2 projects = 0.35 marks		
d)	Solid waste management expert -1 Nos.	5	
i	Qualifying Criteria: S/he must have Master degree in environmental management or environmental engineering, or equivalent after completion of Bachelor degree in civil engineering		
	General experience after Master's Degree: At least 5 years work experience	1.5	
	i. >10 yrs = 1.5 marks ii. > 5 yrs and ≤ 10 yrs = 1.275 marks iii. 5 yrs = 1 marks		
ii	Job related experience after Masters Degree	3	



	Involvement in project such as a solid waste management expert or in project such as design/construction or operation of landfill sites or waste processing, plants and equipment after masters degree		
	i. >5 projects = 3 marks ii. ≥ 2 projects and ≤ 5 projects = 2.5 marks iii. 1 project = 2 marks		
iii	Experience of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or Involved in project such as a solid waste management expert or in project such as design/construction or operation of landfill sites or waste processing, plants and equipment after masters degree	0.5	
	i. 4 projects = 0.5 marks ii. 3 projects = 0.425 marks iii. 2 projects = 0.35 marks		
e)	Social Development Officer /Anthropologist-1 Nos.	4	
i	Qualifying Criteria: S/he must have Master's degree in sociology or mass communication or management or Anthropology or social science or equivalent.		
	General experience : At least 5 years work experience after masters degree in relevant field	1	
	i. >7 yrs = 1 marks ii. >5 to 7 yrs = 0.85 marks iii. 5 yrs = 0.7 marks		
ii	Job related experience after Masters Degree	2.5	
	Involvement in similar projects as mentioned in 1.1 or 1.2 or in any infrastructure development projects after Masters degree.		
	i. 4 projects = 2.5 marks ii. 3 projects = 2 marks iii. 2 projects = 1.75 marks		
iii	Experience of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or in any infrastructure development projects after Masters degree.	0.5	
	i. 4 projects = 0.5 marks ii. 3 projects = 0.425 marks iii. 2 projects = 0.35 marks		
f)	Geotechnical Engineer-1 Nos.	3	
i	Qualifying Criteria: S/he must have Master's Degree in Geotechnical Engineering or Soil Engineering or equivalent		
	General experience : At least 5 years work experience after Master Degree in relevant field	0.9	
	i. >7 yrs = 0.9 marks ii. >5 to 7 yrs = 0.75 marks iii. 5 yrs = 0.65 marks		
ii	Job related experience after Masters Degree	1.8	



	Involvement in similar projects as mentioned in 1.1 or 1.2 or projects such as slope stabilisation works or worked as a geotechnical engineer in any any infrastructure development projects after Masters degree.		
	i. 4 projects = 1.8 marks ii. 3 projects = 1.5 marks iii. 2 projects = 1.25 marks		
iii	Expearence of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or Involvement in similar projects as mentioned in 1.1 or 1.2 or projects such as slope stabilisation works or worked as a geotechnical engineer in any any infrastructure development projects after Masters degree.	0.3	
	i. 4 projects = 0.3 marks ii. 3 projects = 0.25 marks iii. 2 projects = 0.2 marks		
g)	Urban Planner-1 Nos.	3	
i	Qualifying Criteria: Master's degree in Regional Planning/ City Planning/ Urban Planning/ Development Planning/Land Use Planning / Infrastructure Planning / Human settlement Planning/ Urban-ecological Planning or equivalent		
	General experience : At least 5 years work experience after Master Degree in relevant field	0.9	
	i. >7 yrs = 0.9 marks ii. >5 to 7 yrs = 0.75 marks iii. 5 yrs = 0.65 marks		
ii	Job related experience after Masters Degree	1.8	
	Involvement in similar projects as mentioned in 1.1 or 1.2 or Experience in Preparation of at least municipal level Integrated Urban Development Plan / Strategic Urban Development Plan/ Regional Development Plan/ Long Term Development Plan/ Physical Development Plan/ Comprehensive Master Plan/ Municipal Periodic Plan or projects such as integrated settlement development project or human settlement development project or land pooling or smart city or urban design or land use plan after Masters degree.		
	i. 4 projects = 1.8 marks ii. 3 projects = 1.5 marks iii. 2 projects = 1.25 marks		



	iii	Experienc of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or or Experience in Preparation of at least municipal level Integrated Urban Development Plan / Strategic Urban Development Plan/ Regional Development Plan/ Long Term Development Plan/ Physical Development Plan/ Comprehensive Master Plan/ Municipal Periodic Plan or projects such as integrated settlement development project or human settlement development project or land pooling or smart city or urban design or land use plan after Masters degree.	0.3	
		i. 4 projects = 0.3 marks ii. 3 projects =0.25 marks iii. 2 projects = 0.2 marks		
	h)	Economist-1 Nos.	3	
	i	Qualifying Criteria: Master's degree in Economics or equivalent		
		General experience : At least 5 years work experience after Master Degree in relevant field	0.9	
		i. >7 yrs = 0.9 marks ii. >5 to 7 yrs= 0.75 marks iii. 5 yrs = 0.65 marks		
	ii	Job related experience after Masters Degree	1.8	
		Involved in similar projects as mentioned in 1.1 or 1.2 or in any infrastructure development projects after Masters degree.		
		i. 4 projects = 1.8 marks ii. 3 projects =1.5 marks iii. 2 projects = 1.25 marks		
	iii	Experienc of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or in any infrastructure development projects after Masters degree.	0.3	
		i. 4 projects = 0.3 marks ii. 3 projects =0.25 marks iii. 2 projects = 0.2 marks		
	i)	Legal Expert-1 Nos.	3	
	i	Qualifying Criteria: S/he must have Master's degree in Law or equivalent		
		General experience : At least 5 years work experience after Master Degree in relevant field	0.9	
		i. >7 yrs = 0.9 marks ii. >5 to 7 yrs= 0.75 marks iii. 5 yrs = 0.65 marks		
	ii	Job related experience after Masters Degree	1.8	
		Involved in similar projects as mentioned in 1.1 or 1.2 or in any infrastructure development projects after Masters degree.		



	i. 4 projects = 1.8 marks ii. 3 projects = 1.5 marks iii. 2 projects = 1.25 marks		
iii	Expeirnce of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or in any infrastructure development projects after Masters degree.	0.3	
	i. 4 projects = 0.3 marks ii. 3 projects = 0.25 marks iii. 2 projects = 0.2 marks		
j)	Public Health Officer-1 Nos.	3	
i	Qualifying Criteria: S/he must have Masters in Public Health or equivalent.		
	General experience : At least 5 years work experience after Master Degree in relevant field	0.9	
	i. >7 yrs = 0.9 marks ii. >5 to 7 yrs = 0.75 marks iii. 5 yrs = 0.65 marks		
ii	Job related experience after Masters Degree	1.8	
	Involvement in project such as impact analysis of disease prevention and control / infectious disease/viral/pandemic/cancer in human health or worked in project such as public health policy/ health surveillance & health data analysis or involved in EIA/Supplementary EIA/IEE after Masters degree.		
	i. >5 projects = 1.8 marks ii. ≥ 2 projects and ≤ 5 projects = 1.5 marks iii. 1 project = 1.25 marks		
iii	Expeirnce of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or Involvement in project such as impact analysis of disease prevention and control / infectious disease/viral/pandemic/cancer in human health or worked in project such as public health policy/ health surveillance & health data analysis after Masters degree.	0.3	
	i. 4 projects = 0.3 marks ii. 3 projects = 0.25 marks iii. 2 projects = 0.2 marks		
k)	Veterinarian-1 Nos.	3	
i	Qualifying Criteria: S/he must have Masters degree in Veterinary Science or Animal Husbandry or equivalent		
	General experience : At least 5 years work experience after Master Degree in relevant field	0.9	
	i. >7 yrs = 0.9 marks ii. >5 to 7 yrs = 0.75 marks iii. 5 yrs = 0.65 marks		
ii	Job related experience after Masters Degree	1.8	



	Involvement in project such as disease impact analysis & prevention and control/ infectious disease/viral/pandemic/ animal health care of animal/bird health or in research projects related to animal/bird health or involved in EIA/Supplementary EIA/IEE after Masters degree.		
	i. > 5 projects = 1.8 marks ii. ≥ 2 projects and ≤ 5 projects = 1.5 marks iii. 1 project = 1.25 marks		
iii	Experience of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or Involvement in project such as disease impact analysis & prevention and control/ infectious disease/viral/pandemic/ animal health care of animal/bird health or in research projects related to animal/bird health after Masters degree.	0.3	
	i. 4 projects = 0.3 marks ii. 3 projects = 0.25 marks iii. 2 projects = 0.2 marks		
L)	Soil Scientist-1 Nos.	3	
i	Qualifying Criteria: S/he must have Master degree in agriculture or soil science or crop science or related discipline		
	General experience : At least 5 years work experience after Master Degree in relevant field	0.9	
	i. >7 yrs = 0.9 marks ii. >5 to 7 yrs = 0.75 marks iii. 5 yrs = 0.65 marks		
ii	Job related experience after Masters Degree	1.8	
	Involved in similar projects as mentioned in 1.1 or 1.2 or preparation of land resource map or agriculture soil profile mapping or Involvement in project such as disease impact analysis & prevention and control/ infectious disease/viral/pandemic/ of plant or soil or vegetable or in research projects related to plant or soil or vegetable after Masters degree.		
	i. 4 projects = 1.8 marks ii. 3 projects = 1.5 marks iii. 2 projects = 1.25 marks		
iii	Experience of work on similar geographic region (Hilly or Mountain) of similar projects as mentioned in 1.1 or 1.2 or in preparation of land resource map or agriculture soil profile mapping or Involvement in project such as disease impact analysis & prevention and control/ infectious disease/viral/pandemic/ of plant or soil or vegetable or in research projects related to plant or soil or vegetable after Masters degree.	0.3	
	i. 4 projects = 0.3 marks ii. 3 projects = 0.25 marks iii. 2 projects = 0.2 marks		



	<table border="1"> <thead> <tr> <th style="background-color: #4f81bd; color: white;">4</th> <th style="background-color: #4f81bd; color: white;">Method of Technology Transfer (Imparting technical skill during the Study)</th> <th style="background-color: #4f81bd; color: white;">5</th> <th style="background-color: #4f81bd; color: white;"></th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>General method of description of knowledge transfer</td> <td>3</td> <td></td> </tr> <tr> <td>b)</td> <td>Method of description of knowledge transfer with charts</td> <td>4</td> <td></td> </tr> <tr> <td>c)</td> <td>Method of description of knowledge transfer with outline of training modules</td> <td>5</td> <td></td> </tr> <tr> <td></td> <td>TOTAL MARKS</td> <td>100</td> <td></td> </tr> </tbody> </table>	4	Method of Technology Transfer (Imparting technical skill during the Study)	5		a)	General method of description of knowledge transfer	3		b)	Method of description of knowledge transfer with charts	4		c)	Method of description of knowledge transfer with outline of training modules	5			TOTAL MARKS	100	
4	Method of Technology Transfer (Imparting technical skill during the Study)	5																			
a)	General method of description of knowledge transfer	3																			
b)	Method of description of knowledge transfer with charts	4																			
c)	Method of description of knowledge transfer with outline of training modules	5																			
	TOTAL MARKS	100																			
23.1	An online option of the opening of the Financial Proposals is offered: NO																				
23.1 and 23.2	The Client will read aloud only overall technical scores.																				
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is NRs.</p> <p>The official source of the selling (exchange) rate is: Nepal Rastra Bank; www.nrb.org.np</p> <p>The date of the exchange rate is: 30 days prior to the proposal submission deadline</p>																				
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.80</p> <p>P = 0.20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>																				
	D. Negotiations and Award																				



28.1	Expected date and address for contract negotiations: Date: Address: DUDBC, Babarmahal
30.4	Expected date for the commencement of the Services: Date: Address:
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of 0.50% of the estimate.
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np



Section 3. Technical Proposal – Standard Forms

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.



-
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

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



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

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

Consultant's Name: _____



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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

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

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



FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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





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

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

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



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

 Full time input
 Part time input

**FORM TECH-7****CURRICULUM VITAE (CV)**

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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



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

Certification:

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

(i) This CV correctly describes my qualifications and experience

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

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

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

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

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

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

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

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

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

Full name of authorized representative:



Section 4. Financial Proposal - Standard Forms

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

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

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



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To: [Name and address of Client] {Location, Date}

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____



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



FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				NRs. 852,400
Sub-Total				
Non-Competitive Components				
Provisional Sums				
Sub-Total				
Total Cost of the Financial Proposal¹				
Value Added Tax (VAT)				

¹ Should match the amount in Form FIN-1.



FORM FIN-3 BREAKDOWN OF REMUNERATION ²

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

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
KEY EXPERTS (International)³									
1.	NOT APPLICABLE								
2.									
Sub-Total Costs									
KEY EXPERTS (National)									
1.	As per ToR								
2.									
Sub-Total Costs									
Total Costs: Key Experts (International and National)									
NON-KEY EXPERTS/SUPPORT STAFF									
1.	As per ToR								
2.									

² In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

³ As identified in the Summary and Personnel Evaluation Sheet.



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

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

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

<i>Personnel</i>		1	2	3	4	5	6	7	8
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges₁</i>	<i>Overhead₁</i>	<i>Subtotal</i>	<i>Profit₂</i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour₁</i>
<i>Home Office</i>									
<i>Client's Country</i>									

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

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



Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____



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

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

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
(A) Reimbursable Expenses								
Transportation of personnels to the site	1	LS	NRs					152400
Different field and lab test as mentioned in ToR as per instruction	1	LS	NRs					700000
Sub-Total: Reimbursable Expenses								NRs.852400
(B) Miscellaneous Expenses								
Publication of the notice and fixing of notices at various places and information to local public	1	LS						
Public Interaction Programmes and Meeting management cost (at least 30 person and 3 times)	1	LS						
Management Cost for conducting various meeting (Lunch for at least 3 times in ministry and 3 times in DUDBC for 20 people)	1	LS						
Expenses for meeting allowances of Experts Meeting, Review Committee Meeting & Other (at least 20 person and 3 times)	1	LS						
Cost for collection and copy of data/report, manual, guidelines, legislations, including fee of such item not covered in specific heading such as environment study reports/ topo maps, land use map, cadastral maps, aerial photographs and all miscellaneous items	1	LS						
Office space utilization cost (furnished)	18	Month						



Office operation cost (including all consumables items at office etc)	18	Month						
Report Preparation and printing cost etc	1	LS						
			Sub-Total: Miscellaneous Expenses					
Provisional Sums								
Item 1								
Item 2								
			Sub-Total: Provisional Sums					
			Total: Reimbursable Expenses + Provisional Sums					

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



Section 5. Eligible Countries

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

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

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

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

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

Section 6. Corrupt and Fraudulent Practices

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

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

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



performance of the contract and to have them audited by auditors appointed by the Client.

Section 7. Terms of Reference

ANNEX-I



PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

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



STANDARD FORM OF CONTRACT

Consultant's Services

**LUMP-SUM
FORM OF CONTRACT**

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Consultant's Services

Lump-Sum

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Preface

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



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;



- (c) Appendices: : [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

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

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

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

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

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

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

[Authorized Representative of the Client – name, title and signature]

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of member]



[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]



II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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



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

2. Relationship between the Parties

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

3. Law Governing Contract

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



- 4. Language** 4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC** or such other time period as the Parties may agree in writing.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s



Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

d. Extension of Time (EoT)

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

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

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



terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

- (a) the consultant had made the best possible efforts to complete the work in due time ,
- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to



Clause GCC 48.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in



- Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.
- e. Payment upon Termination** 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval,



the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

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

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

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

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

21. Conflict of Interests

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

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

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

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

b. Consultant and Affiliates

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity



Not to Engage in Certain Activities	affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
c. Prohibition of Conflicting Activities	<p>21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:</p> <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; andb. after the termination of this Contract, such other activities as may be specified in the SCC
d. Strict Duty to Disclose Conflicting Activities	<p>21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.</p>
22. Conduct of Consultants	<p>22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.</p> <p>22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :</p> <ul style="list-style-type: none">(i) give or propose improper inducement directly or indirectly,(ii) distortion or misrepresentation of facts(iii) engaging or being involved in corrupt or fraudulent practice(iv) Interference in participation of other prospective consultants.(v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,(vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.(vii) contacting the Client with an intention to influence the



	<p>Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract</p>
23. Confidentiality	<p>23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.</p>
24. Liability of the Consultant	<p>24.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>
25. Insurance to be Taken out by the Consultant	<p>25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p> <p>25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.</p>
26. Accounting, Inspection and Auditing	<p>26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC26.2 constitute a prohibited practice subject to contract termination.</p>



- 27. Reporting Obligations** 27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 28. Proprietary Rights of the Client in Reports and Records** 28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
- 29. Equipment, Vehicles and Materials** 29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 30. Description of Key Experts** 30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the



Consultant's Key Experts are described in **Appendix B**.

31. Replacement of Key Experts

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

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

32. Removal of Experts or Sub-consultants

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

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

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

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

E. OBLIGATIONS OF THE CLIENT

33. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the



Experts and their eligible dependents.

- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

34. Access to Project Site

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

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

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

36. Services, Facilities and Property of the Client

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

37. Counterpart

37.1 The Client shall make available to the Consultant free of



Personnel	<p>charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2</p> <p>37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
38. Payment Obligation	<p>38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.</p>
F. PAYMENTS TO THE CONSULTANT	
39. Contract Price	<p>39.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p>
40. Taxes and Duties	<p>40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p>
41. Currency of Payment	<p>41.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.</p>
42. Mode of Billing and Payment	<p>42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.</p> <p>42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p>



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

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

42.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

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

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

43. Retention

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

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to



GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

44. Interest on Delayed Payments

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

45. Liquidated Damages

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

G. FAIRNESS AND GOOD FAITH

46. Good Faith

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

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement

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

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

48. Dispute Resolution

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



I. BLACKLISTING

49. Blacklisting

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

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

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



III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>Client: Banchare Dada Sanitary Land fill Site Project Implementation Unit, Babarmahal, Kathmandu. Attention : Section Chief, Procurement Monitoring Evaluation and Documentation Section, DUDBC Facsimile : 01-4262439 E-mail: procurement69@gmail.com</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p>The Lead Member on behalf of the JV is _____</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 2 months</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 7 Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 18 months.</p>



21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	No additional provisions. [OR “ Limitation of the Consultant’s Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (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; (b) This limitation of liability shall not (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.
25.1	The insurance coverage against the risks shall be as follows: [Note: Delete what is not applicable except (a)]. (a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];
28.1	<i>No exceptions</i>
28.2	



III. Special Conditions of Contract

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	The Consultant shall not use these <i>documents, datas and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
39.1	The Contract price is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT). VAT chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.
42.2	The payment schedule: As per ToR
42.2.1	The advance payment is not applicable.
42.2.4	The accounts are: for local currency: <i>NRs.</i>
43.1	The proportion of payments retained is: 5%
44.1	The interest rate is: 10%
45.1	The liquidated damage is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
48.	(a) Contracts with foreign consultants: Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC)



	<p><i>of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) 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 (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical</p>



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	<p>expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none">(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;(b) the <i>[type of language]</i> language shall be the official language for all purposes; and(c) 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. <p>(b) Contracts with domestic consultants:</p> <p>Arbitration shall be conducted in accordance with Nepal Arbitration Act</p>



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}



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

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

*(Expressed in [insert name of currency])**

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

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____



APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1]

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [name and address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

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

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

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

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

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



IV. Appendices

their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____ *[month]*, _____ *[year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

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



APPENDIX E – MEDICAL CERTIFICATE



APPENDIX F –MINUTES OF NEGOTIATION MEETINGS



GOVERNMENT OF NEPAL
MINISTRY OF URBAN DEVELOPMENT
DEPARTMENT OF URBAN DEVELOPMENT AND BUILDING CONSTRUCTION
Bancheradanda Sanitary Landfill Site Construction Project Implementation Unit
BABARMAHAL, KATHMANDU

Terms of References
Of
Consultancy Services
For
Conducting Supplementary Environmental Impact Assessment (EIA) Study
Of
Banchare Danda Sanitary Landfill Site(BSLFS)
Nuwakot, Dhading



Date: 2080, Magh

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1. INTRODUCTION

1.1 BACKGROUND

Municipal Solid waste is a by-product of human activities which tends to increase with urbanization. The whole Kathmandu valley population is 2030598 (*CBS 2021*). Floating population is assumed about 750000. This population is putting immense pressure on municipal services, particularly to manage the ever-increasing amount of waste. At present most of the wastes generated in municipalities are not being adequately managed thereby creating a serious health and environmental hazard. It is well-known fact that urbanization and land use affect the quantity and characteristics of municipal solid waste in a fast-growing municipality. The per capita waste generation rate tends to increase with urbanization while the characteristics of the wastes in urbanizing communities tend to have more non-biodegradable, recyclable and dry wastes than the more organic fractions of waste in a purely agricultural economy.

According to data of Population census 2078 B.S., the population growth rate of Kathmandu Valley area is among the highest. The urban population of Nepal for 2021 was 6,234,107, a 3.99% increase from 2020, where valley alone is 1,472,000, a 3.37% increase from 2020 (CBS, 2078 B.S.). Higher population leads to rapid and uncontrolled urbanization, ultimately production of waste at huge amount and complex in nature. Large amount of waste production with lack of waste segregation, 3R (Reduce, Recycle and Reuse) waste management concept and awareness among people in society, community, municipality, makes complex to treat and manage waste. Composite waste mixed up of organic, non-organic, decomposable and non-decomposable nature, producing at approximately 1045 metric ton per day as per Kathmandu Metropolitan City Report of Kathmandu Valley which is also a challenge for government and local level to manage it scientifically (KMC, 2075 B.S.). Few years back the waste of Kathmandu valley was disposed of in banks of Bagmati River, Bishnumati river and open area after the closing of Gokarna and Mulpani Landfill site. The haphazard disposal of waste poses a health hazard to the large population of the Kathmandu Valley. Thus, Landfill site is an essential requirement for any city for waste management.

In 2005 A.D., Nepal government, with technical assistance from the Government of Japan through JICA, prepared a study on the long-term Solid Waste Management for the Kathmandu Valley (EIA_Report, April, 2009). A conceptual design was prepared by JICA on 2006. However due to long time taken for approval of EIA Government of Japan withdraw from the project. Later EIA was approved on 2009 by Government of Nepal. As the time frame and budget for development of such landfill project was huge, so for temporary and urgent waste disposal, Sisdol landfill site was proposed. Sisdol Landfill site was in operation since 5th June, 2005 which was operated and managed by Kathmandu Metropolitan City. With technical assistance of Japan, Sisdol LFS was constructed with design period of about 3 years. Kathmandu, Lalitpur and neighbouring municipalities used Sisdol Sanitary Landfill Site for dumping their mixed waste. Bancharedanda LFS could not be started on expected

time due to various reasons. Due to the absence of a proper sanitary landfill site, mixed waste continued to be dumped in Sisdol for more than 16 years, ultimately Sisdol Landfill Site turned it into a dumping site. This dumping of waste ultimately affected the surrounding environment mainly due to open disposal of leachate directly in the Kolpu river, pungent odour etc. which also created public health hazard thereby, creating huge offence from local people implicating promises and agreements related to development and waste management which posed a serious challenge to the federal government and Kathmandu Metropolitan City.

Disposal of waste in rainy season was very difficult in Sisdol and soon there was going to be space deficiency for further dumping of waste in Sisdol. The accumulated waste of Kathmandu Valley and neighbouring municipalities would be then in a serious risk of public health hazard, environmental impacts, and public protest. A serious urgency for waste management was felt.

After this, the cabinet of ministers of Nepal delegated Authority to Ministry of Urban Development in 3rd December 2018 for the construction of infrastructure of Sanitary Landfill Site at Bancharedanda, located on the boundary of Nuwakot and Dhading district. With modification in previous conceptual and detail investigation and design, DUDBC constructed the Sanitary Landfill Site which has been developed acquiring 1792 Ropanis of land area in Nuwakot and Dhading districts

The BSLFS comprises of two cells which has capacity to hold the waste of around *five million cubic meters*. The design life of BSLFS was estimated to be about 20 years in case of segregated municipal waste. Among the two cells of Bancharedanda Sanitary Landfill Site one of the cell was completed in May 2022. Since then, it has been come to operation. The second cell including leachate and sedimentation ponds, access road, utility buildings was completed during the operation of BSLFS. The waste storing / retaining dam is designed for about 40 m height, but for the time being the dam has been constructed only upto 25 m high for phase wise waste management of Kathmandu Valley.

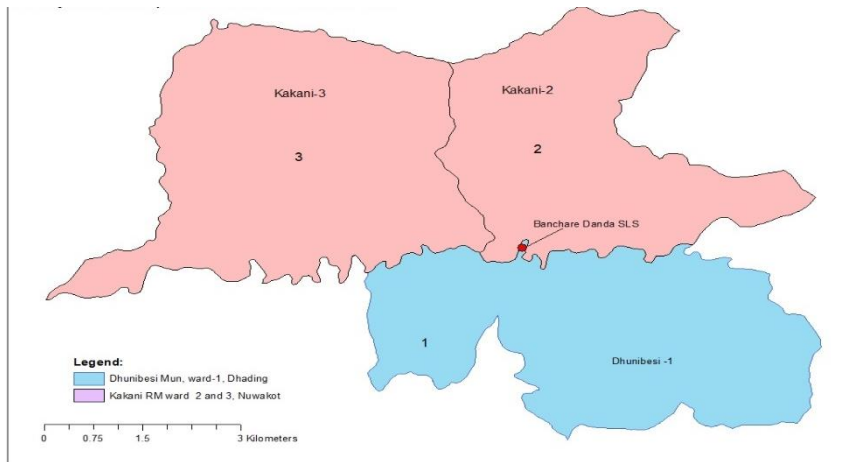
During the construction of the sanitary landfill site, the Environmental Management Plan (EMP) was revised to update the initial EMP, addressing various issues, primarily related to forest land requirements and tree counts.

As the role of DUDBC is only for the construction of the infrastructure of the BSLFS, DUDBC has provided landfill site operation and management manual with detailed operating conditions and procedures to Kathmandu Metropolitan Office for the scientific management of the Landfill site. However, it was found that the solid waste management in the BSLFS did not comply with the operation and management manual and approved EIA and EMP. The waste management was found to be extremely poor; the collected waste was dumped without segregation of biodegradable (organic) and non-degradable (inorganic) waste, which increased the waste to higher volume on site. The collected waste needs to be compacted properly and should be capped with a layer of soil daily as per the initial design of the

BSLFS. Within the almost 20 months of operation of landfill site, the formation of leachate is obvious from the site which is collected on RCC leachate ponds located at the downside of dam which needs to be recirculated on the waste which, will help for the decomposition of the waste. But due to improper operation of circulation pump and management, overflow of leachate from leachate ponds to the nearby Kolpu khola has been noticed. Dumped waste has not been covered by soil as prescribed on operation and management manual. Non-covering of dumped waste has created nuisance of odour, attraction of birds and animals within waste area which transports the waste to nearby villages affecting day to day life of people residing nearby area. The waste pickers in BSLFS directly go inside the landfill cells and pick useable waste like plastics etc. Due to improper dumping of waste for about twenty months, BSLFS has noticeable adverse effects in and around the SLFS. DUDBC has informed timely and continuously to KMC for scientific operation of BSLFS. However, the operation has not been improved. The major volume of waste comes from KMC, so they are operating the BSLFS and rest of the waste comes from other different nearby municipalities. Thus, a coordinated integrated BSLFS operation modality shall be identified for scientific management of SLFS.

1.2 Need for supplementary EIA

During the operation of BSLFS, there has been numerous high-level discussions regarding the public health and environmental issues faced by the public due to Sisdol dumping and improper waste management in BSLFS. As per the decision no.1 of cabinet meeting of 2078/11/26 it formed a high-level committee with Minister of Urban Development as a coordinator of that committee. On the same meeting, as per decision no.4 it decided to conduct environmental impact evaluation of BSLFS on human, birds, animals, vegetation and prepare the detailed analysis report on the basis of which directly affects the area of BSLFS shall be identified and such area will be acquired. To fulfill the purpose of the decision of cabinet as well Minister of Urban Development(2079/02/27)decision, DUDBC procured consulting services for carrying out preliminary study of the current environmental impacts to study analyse and recommend the status of directly affected area and whether the supplementary EIA is necessary or not. The study report emphasised the need of supplementary EIA based on many important field observations like the extension of impact outside the acquired land for landfill site due to current BSLFS operation and management practice, requirement of soil for daily cover of waste, area for waste segregation /processing etc. Thus based on the study and according to the Environment Protection Act (EPA) 2076, DUDBC requested for the consent for carrying out the supplementary EIA to the Ministry of Forest and Environment(MoFE) and the ministry issued the consent through the minister decision of 2080/1/11 fulfilling ten compulsory conditions. Thus, to carry out the supplementary EIA, DUDBC intends to hire expert consulting services.



1.3 NAME AND ADDRESS OF THE PROPONENT

Bancheradanda Sanitary Landfill Site Project Implementation Unit, Department of Urban Development and Building Construction (DUDBC) is the proponent for conducting supplementary Environmental Impact Assessment (EIA) study of the project: “Consulting Service for conducting Supplementary Environmental Impact Assessment (EIA) of Bancharedanda Landfill Site”. The Ministry of Forest and Environment is the concerned authority for the approval of supplementary EIA study report which will be forwarded through the Ministry of Urban Development (MoUD).

1.4 PROJECT LOCATION:



The Site is located around 27 km from Kathmandu and approximately 2 km west of Sisdol landfill site.

2. STATUTORY LEGAL REQUIREMENT

The policies of Nepal encourage the proponent to minimise the adverse impacts of the development proposals on the environment and the legal regime on the environmental obliges to prepare supplementary Environmental Impact Assessment (EIA) report to ascertain whether there are negative environmental impacts and such impacts can be mitigated or minimised or not in the cases of any modification or alteration in the initial design and form, infrastructure relocation or change, necessity of additional forest land, enhancing the capacity of the project. Letter dated on 2080/01/13 from Ministry of Forest and Environment has given the consent for conducting Supplementary EIA of Bancherdanda Sanitary Landfill Site as per Environment Protection Act, 2076 section no 11(1) with ten compulsory conditions to be fulfilled.

3. OBJECTIVE OF CONSULTING SERVICES

The basic objective of the consulting services is to carry out the supplementary EIA study for Bancharedada Sanitary Landfill Site, Nuwakot-Dhading within the legal framework of Environment Protection Act (EPA) 2076 and Environment Protection Rule (EPR) 2077 and furnish approved supplementary EIA.

4. OBJECTIVES OF THE SUPPLEMENTARY EIA STUDY

The detailed objectives of the supplementary EIA study are:

- To document existing physical, chemical, biological, socio-economic and cultural baseline environmental conditions due to operation of BSLFS and compare with the past data if available.
- To identify, examine, analyse and evaluate qualitatively and quantitatively based on prevailing scientific tests/investigations of different types of physical, biological, environmental, health related, socioeconomic and cultural impacts etc possible due to the current operation and management practices of BSLFS now and during the landfill period in terms of size, magnitude, duration and quantify the change in area of such impact as specified by approved EIA.
- To create a GIS based Impact zoning map with categorization as directly affected, affected and low affected area based on the various tests and investigations conducted on the BSLFS.
- To provide quantitative solution as well as locate the quarry site to fulfill the demand of about 169500 m³ of soil required for daily waste capping in BSLFS.
- To design the necessary plants for segregation of mixed waste entered in BSLFS and material recovering facility in terms of space, appropriate equipment, manpower requirement and its operation with the cost as well as identification of location for location of such plant in BSLFS.

- To design sustainable leachate treatment method & technology with cost estimate for BSLFS and also identification of location of establishment of such plant within the area of BSLFS .
- To evaluate the current waste management practice and study on the measures to improve those practices of BSLFS to bring them in harmony with the operation and management manual to minimise the environmental impacts.
- Recommend preventive, mitigating, and restorative measures, including benefits augmentation measures, cost for mitigation measures and cost of land acquisition of the directly affected area if needed and environmental management plan along with monitoring and auditing requirements and revise the EMP(Environmental management Plan) accordingly.
- To fulfill the compulsory conditions stated with the consent of supplementary EIA by MoFE and carry works mentioned in scope of works while conducting the study.
- To design and prepare cost estimate of any additional infrastructures (waste segregation/processing plant, leachate treatment plant etc) which hasn't been mentioned in previous EIA report for the effective waste management in the BSLFS.
- To collect the detail information and number of the trees, if the impact area has increased from existing acquired land due to operation BSLFS.

5. SCOPE OF WORK

The scope of work for the **“Consulting Service for Conducting Supplementary Environmental Impact Assessment (EIA) of Bancharedanda Sanitary Landfill Site”** basically includes detailed field surveys, tests/investigation, analysis etc. as necessary to fulfill the objectives of supplementary EIA Report as per the Environmental Protection Act, 2076 and Environmental Protection Rules, 2077. The process stated by rule 11, EPR,2077 shall be duly followed.

The scope of work to be covered shall include, but not necessarily be limited to, the following these compulsory conditions stated with the consent of supplementary EIA.

- Suggestion of additional structures which hasn't been mentioned in the previous EIA report, but which need to be constructed with the location of such structures and the kind of land with the clear ownership of that land.
- Clearly mention the additional new activities to be done by the project.
- From the activities of above points 1 and 2, identify the physical, biological, social, health and chemical effects in the project area and carry out the supplementary environmental impact assessment with management plan, cost and implementation body clearly mentioned in the report.
- Supplementary EIA study shall also include the integrated waste management plan including source of waste, waste collection, transportation and waste management of all the municipalities whose waste are landfilled in the BSLFS. The sustainable operation modality with roles and responsibilities of operating authority/municipalities of BSLFS shall be also clearly detailed out.

- Study, identify and address frequently raised questions and problems during waste management of BSLFS.
- Study all the decisions as well as the suggestions given by Nepal Government and the related agencies and recommend /suggest the practical and legal procedures for long term waste management in BSLFS.
- If additional land in the forest area is required, the study should be done after completing the procedure according to Rule 87 of Forest Regulation, 2079.
- If necessary, approval or consent from other organizations are needed according to the prevailing law during study process, they should be acquired.
- According to the EPR,2077, rule 45(1), the self monitoring report of the proponent till date shall also be included in supplementary environment impact assessment so the consultant shall prepare such reports.
- The consultant should propose the additional infrastructures if needed any, with their Detail Project report, waste management system and a clear disclosure of cooperation and coordination with municipalities.
- To carry out necessary works to fulfil all the objectives for conducting this supplementary EIA.
- To recommend the development of possible settlement area.

Minimum activities to be conducted to fulfill the objectives and above scope are as follows:

- Collect and review previous studies, existing project reports, drawings, maps, related legislation, environmental standards, policies, plans, manuals and international conventions, previous decisions agreements, issue , compensation , public concerns etc. all necessary documents related to BSLFS.
- Conduct desk study and preliminary reconnaissance survey, analyse the available data and identify data gap of previous studies.
- To study the constructed infrastructure components of BSLFS and incorporate the status as necessary.
- Conduct necessary field visits for the study.
- Delineate the project areas to be covered in the supplementary EIA study.
- Identify the concerned authorities, interested organizations, affected communities and stakeholders to be consulted during the study.
- Collect and establish existing baseline environmental data (physical, biological, socio-economic and cultural environment) and analyze with previous collected data during EIA.
- Identify key environmental issues/impacts on physical, biological, socio-economic and cultural, environment, infrastructure and livelihood aspects etc. associated with BSLFS implementation. Conduct a comparative study with the impacts mentioned in the approved EIA and analyse the changes in the impacts.
- Analyse the significance of environmental impacts in terms of magnitude, extent and duration. Necessary field and lab test reports to quantify and represent the impacts on air, groundwater, soil, vegetation(crops etc.) and environment shall be conducted. The leachate generated in BSLFS shall also be tested.

- Identify and carry out the qualitative analysis of impact on public and animal health due to operation of BSLFS.
- Identify and analyse the various alternatives in planning and design of solutions to the issues to be considered for supplementary EIA from environmental considerations.
- Enable the authorities, stakeholders, local people, and affected communities to adequately participate in discussions/ hearings that dwell on the acceptability of the BSLFS project, availability of alternatives, potential impacts, and possible mitigation measures.
- Assess and estimate the number of families to be affected and displaced and study their socio-economic conditions as well as ways for the betterment of their living status.
- Delineate the affected areas and categories into directly affected, affected, low affected etc as per approved EIA and standard due to the current operation of sanitary landfill site during landfill period. The affected area shall be quantified according to the categories and digitally represented in GIS map. The affected area mentioned in approved EIA and affected area from this study shall be compared and the changes in the affected area shall be identified category wise quantitatively. Detail out the cost necessary for interventions like additional land acquisition if needed and different mitigation countermeasures.
- Identify the areas in the previously acquired land of BSLFS that can be used as a quarry site of soil as mentioned in approved EIA for daily cover of landfill waste in BSLFS. If the soil from previously acquired land of BSLFS becomes insufficient, identify how and from where the excess demand of soil can be fulfilled. Prepare the methodology and plan to acquire such soil for daily landfill cover considering possible environmental impacts as well as analyze the soil stability of such quarry site and design of retaining structures if needed.
- Study on the necessity and type of mixed waste segregation and/or processing facility, requirement in BSLFS. Identify the area, technology and cost needed for such establishment.
- Study the nature of leachate generated in the BSLFS and identify its sustainable treatment methods and plant as well as area requirements for such treatment plant.
- Study the composition of mixed waste landfilled in BSLFS and recommend suitable methods for segregation in harmony with reduce and recycle and reuse of waste.
- Study the current waste management practice and find out the reasons for deviation from prescribed standard operation and management practices as well as situations and identify the integrated operation modality for integrated and scientific waste management in BSLFS in the long term.
- Propose pragmatic, specific and cost-effective mitigation measures to avoid or minimize potential adverse environmental impacts and suggest enhancement measures to enhance the beneficial impacts.
- Detail out the cost estimate for land acquisition if necessary and mitigation measures.
- Revise the environmental management plan to implement the proposed mitigation measures.
- Prepare environmental monitoring plans to monitor water quality, air quality, and noise levels for establishment of baseline monitoring data.
- Prepare environment auditing plans.

- Present the supplementary EIA Reports to DUDBC & MoUD and Review Committees, MoFE as directed and as per prevailing laws.
- Incorporate the comments provided by the client and agencies in authority.
- Organize necessary meetings, public hearings etc necessary as per law and requirements for the completion of the supplementary EIA report. Meet the reporting requirement as specified in this ToR and environmental legislation.
- Organize workshops to disseminate the outcomes of the study.
- The consultant has to cover all these things mentioned in this scope of work for field survey and field and lab investigation for preparation of reports. The consultant has to carry out any specific activities found necessary during the study as directed by the employer for the fulfillment of the objective of this study.

6. METHODOLOGY

The supplementary Environmental Impact Assessment of the project has to be carried out following the methodology prescribed in the approved Scoping Document (SD) and Terms of Reference (ToR) prepared in accordance with the provisions made in the Environment Protection Regulations, 2077 included in the approved EIA. The supplementary EIA study is to be carried out as follows:

6.1 Supplementary ENVIRONMENTAL IMPACT ASSESSMENT

The consultant shall prepare supplementary EIA report in the format given in Schedule -12 relating to Rule – 7 and Sub-Rule (5) of the EPR, 2077 based on approved SD and ToR and on the basis of comments/ suggestions received from Public Hearing, meetings etc. The consultant shall publish a public notice as per Rule 7 and Sub-Rule (2) of the EPR, 2077. The following steps should be followed:

6.1.1 BASELINE STUDY

The consultant shall carry out a baseline study of the existing environmental parameters in the Impact Zones and environmental conditions and study any changes since the initial EIA. All the existing data shall be assessed and used directly in the EIA when relevant or used as basis for design of surveys and studies. For the Impact Zones of the project the baseline study shall include, but not be limited to the followings:

- Description and classification of geology, topography, soils and vegetation.
- Description of flora and fauna, including identification of rare or endangered species. Any endemic, endangered species shall be identified.
- Identification of any existing and potential National Parks, wildlife sanctuaries and other protected areas with their borders, buffer zones and regulations imposed.
- Description of climate and information on temperature, precipitation and hydrology. Characteristic data with seasonal variations and for normal, wet and dry years shall be provided at important locations. The data will also include erosion and sediment transport characteristics, as well as flooding problems.
- Information on water quality (surface and subsurface) with physical and chemical characteristics.

- Description and classification of agriculture, including livestock and industry.
- Description and classification of fisheries and aquaculture, including temporal and spatial migration patterns of migratory fish species.
- Description of infrastructures including status of residential building, archaeological sites
- Description on the impacts on human health, animal health and socioeconomic cultural aspects

6.2.3 IMPACT ANALYSIS AND QUANTIFICATION OF LOSS OF ENVIRONMENTAL SERVICES

The supplementary EIA shall evaluate and quantify the value of the environmental services lost by operating the BSLFS Project with respect to the environmental services identified in the baseline study.

Impacts (positive and negative) shall be studied and analyzed based on information in the baseline survey and the interventions caused by the subsequent operation. The impacts shall be evaluated based on field and lab test of samples, field observation, reporting etc. Any “red light warning signals” coming out of the baseline study shall be given special attention. The study shall also identify any externalities which may influence the outcome of the project operation and its effect on the environment.

All environmental and social risks shall be identified, analyzed and described. Loss of Environmental Services shall be identified and quantified.

6.2.4 ANALYSIS OF ALTERNATIVES

The Consultant shall describe alternatives that were examined in the course of developing the proposed project. The concept of alternatives extends to sitting, design, technology selection, construction techniques and phasing, and operating maintenance procedures. The Consultant will compare alternatives in terms of potential environmental impacts; capital and operating costs; suitability under local conditions; and institutional, training and monitoring requirements. To the extent possible, costs and benefits of each alternative will be quantified, incorporating the estimated costs of any associated mitigating measures.

6.2.5 ENVIRONMENTAL MANAGEMENT PLAN AND MITIGATION MEASURES:

The Consultant shall recommend feasible and cost-effective measures to prevent or reduce significant negative impacts to acceptable levels during the operation and management of BSLFS till its design life period. The recommendations will be presented in the form of an Environmental Management Plan using the matrix method. The construction (if any) and post construction/ operation measure will be outlined.

The Consultant shall estimate the impacts and costs of implementing those measures and set out the requirements and cost for institutional and training requirements to implement them. The Consultant will consider all issues related to compensation to the affected parties for impacts which cannot be mitigated. The Environmental Management Plan will include proposed work programs, budget estimates, schedules, staffing and training requirements or other necessary support services to implement the mitigating measures.

6.2.6 IDENTIFICATION OF INSTITUTIONAL NEEDS TO IMPLEMENT SUPPLEMENTARY EIA RECOMMENDATIONS:

The Consultant shall review the authority and capability of institutions at local, regional, and national levels and recommend steps to strengthen or expand them so that the management and monitoring plans in the environmental assessment can be implemented. The recommendations may extend to new laws and regulations, new agencies or agency functions, inter-sectoral arrangements, management procedures and training, staffing, operation and maintenance training, budgeting and financial support.

6.2.7 ENVIRONMENTAL MONITORING AND AUDITING

The Consultant shall prepare a detailed plan to monitor the implementation of mitigating measures and the impacts of the project during the operation phase. The plan will include an estimate of capital and operating costs and a description of other inputs (such as training and institutional strengthening) needed to carry out the monitoring activities.

6.2 ENVIRONMENTAL REPORTS

The Environmental Reports shall comprise a series of Reports covering the main environmental and social issues as listed in the Table below. The report shall be complete with an Executive Summary and shall include maps, drawings and data collected, field and lab test reports and/or used in the analysis. The report should be prepared in the format as indicated in Schedule 12, relating to Rule 7 and Sub-Rule (5c) of EPR, 2077. The supplementary EIA report should be prepared in Nepali language as per Rule 11 of EPR, 2077.

S. N.	Reporting	Submission Date (Months after Commencement)	No of Copies(min imum)
1	Inception Report for supplementary EIA study	2	2
2	Environmental Baseline Report	6	2
3	Preliminary analysis with test reports, GIS maps, plans, cost estimates and design& other documents	13	
3	Draft supplementary EIA Report with revised EMP to MoUD	14	3
4	Supplementary EIA final Report to MoUD	15	3
5	Supplementary EIA Report to MoFE	16	3
6	Approved supplementary EIA report from MoFE	18	5
Note: <ul style="list-style-type: none"> • Progress report (2copy) should also be submitted in every 3 months. • No of copies can be increase as per office request. • Report should be as per prevailing laws. 			

The Consultant shall submit electronic (editable and non-editable) versions of the Environmental Baseline study report, GIS maps and supplementary EIA Reports in addition

to the hard copies of the reports in requisite number as mentioned above. The electronic versions of these reports shall include the complete documents approved by the MoFE, and shall include all the data in appropriate formats compatible with mainstream software.

The Consultant shall submit the Inception Report after completion of desk study, literature review and field reconnaissance. The inception report shall include plan, methodology, detailed manning schedule, field and laboratory testing schedules. Based on information collected, the project work plan (as presented in the Consultant’s proposal) shall be updated and presented in the Inception Report. Any major modifications must be approved by the client.

The Environmental Baseline report shall provide a description and presentation of environmental and socio-economic Baseline conditions etc as per objectives and Scope of this ToR.

The consultant shall incorporate different administrative and management costs like meeting management and allowance cost, survey cost, cost of field and laboratory testings using different equipment, transportation cost, logistic cost for report preparation, GIS map preparation etc.

The field and laboratory testing of impacts due to current waste landfilling shall be done, but not limited, with adequate sample for the following:

S.N	Tests/ Parameters	Minimum Sample	Remarks
1	Air		
	Air Pollution	10	The tests should be conducted at the different location with numbers as indicated in the sample size, separately in the spring, summer, fall, and winter seasons as per instruction.
	Odour Assessment	100	
	Land fill Gas Analysis	20	
2	Surface Water Analysis		
	pH	5	The tests should be conducted at the different location with numbers as indicated in the sample size, separately in the spring, summer, fall, and winter seasons as per instruction.
	Electrical Conductivity	5	
	Dissolved Oxygen	5	
	Biological Oxygen Demand (BoD)	5	
	Chemical Oxygen Demand (CoD)	5	
	Copper	5	
	Cadmium	5	
	Chromium	5	
	Led	5	

	Mercury	5	
	Total Coliform	5	
	Fecal Coliform	5	
	Microbe Identification (if any)	5	
3	Leachate Test		The tests should be conducted at the different location with numbers as indicated in the sample size, separately in the spring, summer, fall, and winter seasons as per instruction.
	pH	4	
	Electrical Conductivity	4	
	Dissolved Oxygen	4	
	Biological Oxygen Demand (BoD)	4	
	Chemical Oxygen Demand (CoD)	4	
	Copper	4	
	Cadmium	4	
	Chromium	4	
	Led	4	
	Mercury	4	
	Total Coliform	4	
	Fecal Coliform	4	
	Microbe Identification (if any)	4	
4	Soil Analysis		The tests should be conducted at the different location with numbers as indicated in the sample size, separately before and after planting season of the crops as per instruction.
	Soil pH	5	
	Soil organic Matter	5	
	Copper	5	
	Chromium	5	
	Cadmium	5	
	Led	5	
	Nitrogen	5	
	Phosphorus	5	
	Potassium	5	
	Sodium	5	
	Micro Nutrients	5	
5	Crop Test/ Plant Sample		The tests should be conducted at the different location with numbers as indicated in the sample size, after different stage of planting the crops(at least 2 types of crops) as per instruction.
	Copper	10	
	Chromium	10	
	Cadmium	10	
	Led	10	
	Nitrogen	10	
	Phosphorus	10	
	Potassium	10	
	Sodium	10	
	Nutrients	10	

Note: These above mentioned (if any other tests need to be performed other than above specified) should be carried out at the government lab or government accredited lab as per

instruction.

The Consultant shall prepare a complete report based on the various tests conducted, literature review, field study, discussion with the local as well as affected people and concerned authority and carry out the analysis for the supplementary Environmental Impact Assessment report and submit it to the Client for comments and approval. The Environmental Impact Assessment Report shall clearly recommend the measures required for improving the operation of BSLFS so that decision makers can use it as a document on which to base their decision how to improve the operation BSLFS for long term scientific operation considering different types of aforementioned environmental impacts.

7. CONSULTANT'S RESPONSIBILITIES:

The consultant shall strictly adhere to the following minimum responsibilities:

- a) The consultant shall work under the instruction of project director, Bancharedada Sanitary Landfill Site(BSLFS), Project implementation Unit(PIU), DUDBC to carry out activities mentioned in scope of work and any other related work requested by BSLFS,PIU, DUDBC and fulfill the reporting requirements mentioned above.
- b) The consultant shall not be involved in any kind of activities that directly affects the supplementary EIA study works.

8. DURATION OF THE CONSULTING SERVICES

The estimated duration for completion of this supplementary EIA study through the consulting services is 18 months from the date of work order.

9. PROFESSIONAL REQUIREMENT

The professional team for conducting this EIA Study shall comprise of following members as per **Schedule-13, relating to Rule 7, Sub-Rule (6) of EPR, 2077** with the consideration of requirements as per objectives and scope of work .

S. No.	Position	Persons	Month (intermittent)	Eligibility Criteria	Minimum Responsibilities
Key Experts					
1.	Team leader Environmental Expert	1	6.0	At least Master Degree in Environmental Science or Environmental Management or Environmental Engineering or equivalent with at least 10 years of professional experience after Master's Degree and involved in the preparation of at least 3	<ul style="list-style-type: none">• Mobilizing the team members, overall planning, programming, co-ordination, monitoring and supervision of team members work.• Preparation and review the reports, conduct the meeting with various focal person.• Manage and conduct presentation as and when required.

				EIA projects after Master's Degree.	<ul style="list-style-type: none"> • Overall Responsibility of the project concerned with client.
2.	Environmental Engineer/ Environmental ist	1	3.5	At least Master Degree in Environmental Science or Environmental Management or Environmental Engineering or equivalent with at least 5 years of professional experience after Master's Degree and involved in the preparation of at least 3 EIA projects after Master's Degree.	<ul style="list-style-type: none"> • Assist the Team leader. • Preparation of Report. • Work in close coordination with other experts. • Propose the mitigating measures so as to reduce the impact of BSLFS based on the various tests conducted.
3	Natural Resource Expert/ Forest Expert / Zoologist/ Botanist	1	2.25	At least Master Degree in Natural Resource Management or Forestry or Zoology or Botany or equivalent with at least 5 years of professional experience after Master's Degree and involved in the preparation of at least 3 EIA projects after Master's Degree.	<ul style="list-style-type: none"> • Assist the Team leader. • Study of Various floras and faunas and effect on it • Work in close coordination with other experts.
4	Solid waste management expert	1	2.25	At least Master degree in environmental management or environmental engineering, or equivalent after completion of Bachelor degree in civil engineering with at least 5years of professional experience after Master's Degree involved in project such as a solid waste management expert or in project such as design/construction or operation of landfill sites or waste processing, plants and equipment after masters degree	<ul style="list-style-type: none"> • Assist the Team leader. • Study the best practice of solid waste management being practiced in the world and suggest the best method applicable to BSLFS. • Propose and design the best leachate treatment technology and waste segregate plant. • Suggest the Best way for resolving the social issues that have been arised in BSLFS.
5	Social Development Officer /Anthropologist	1	2.00	At least Master's degree in sociology or mass communication or management or Anthropology or social science or equivalent with at least 5 years of professional experience after master's degree in	<ul style="list-style-type: none"> • Address the social issues arise due to BSLFS and find out the solution how it could be addressed. • Work in close coordination with other experts.

				related field.	
6	Geotechnical Engineer	1	1.00	At least Master's Degree in Geotechnical Engineering or Soil Engineering or equivalent with at least 5 years of professional experience after master's degree in related field.	<ul style="list-style-type: none"> • Study of the quarry site of soil for covering the waste at BSLFS. • Soil failure analysis and other design of retaining structures if needed. • Work in close coordination with other experts. • Assist the Team leader.
7	Urban planner	1	1.00	At least Master's degree in Regional Planning/ City Planning/ Urban Planning/ Development Planning/Land Use Planning / Infrastructure Planning / Human settlement Planning/ Urban-ecological Planning or equivalent with at least 5 years of professional experience after master's degree in related field.	<ul style="list-style-type: none"> • Assist the Team leader. • Study of the settlement area near BSLFS and suggestion in the view of planning of such area. • Work in close coordination with other experts.
8	Economist	1	2.0	At least Master's degree in Economics or equivalent with at least 5 years of professional experience after master's degree in related field.	<ul style="list-style-type: none"> • Address the economic issues and suggest how the economy of the people residing near BSLFS could be raised. • Work in close coordination with other experts.
9	Legal Expert	1	2.0	At least Master's Degree in law or equivalent with at least 5 years of professional experience after master's degree in related field.	<ul style="list-style-type: none"> • Study of the various laws, rules, regulation related to Environment and suggest Team leader how the various genuine issues raised by the locals could be fulfilled legally. • Work in close coordination with other experts.
10	Public health officer	1	2.00	At least Masters in Public Health or equivalent with at least 5 years of professional experience after master's degree in related field and involvement in impact analysis or study on disease prevention and control / infectious disease/viral/pandemic/cancer in human health or	<ul style="list-style-type: none"> • Study on the various impact on health of the locals due to BSLFS and suggest how it could be minimised. • Work in close coordination with other experts.

				worked in project such as public health policy/ health surveillance & data analysis after Masters degree.	
11	Veterinarian	1	2.00	At least Masters degree in Veterinary Science and Animal Husbandry or equivalent with at least 5 years of professional experience after master's degree in related field and involved in project such as impact analysis or study on disease prevention and control/ infectious disease/viral/pandemic/ animal health care of animal/bird health or in research projects related to animal/bird health after Masters degree.	<ul style="list-style-type: none"> • Study on the various impact on animals and birds of the local people due to BSLFS and suggest how it could be minimised. • Assist the Team leader.
12	Soil Scientist	1	2.00	At least Master in soil science or equivalent with at least 5 years of professional experience after master's degree in related field.	<ul style="list-style-type: none"> • Study of the soil, crop and impact on the soil as well as locate area of soil/crop/water etc and other necessary test due to the impact of BSLFS and suggest the mitigating measures. • Assist the Team leader.
Non Key Experts					
13	Geomatic Engineer	1	0.5	At least Bachelor of engineering in Geomatic engineering with at least 3 years of professional experience after bachelor's degree in related field.	<ul style="list-style-type: none"> • Preparation of Impact Zoning map using GIS. • Assist the team leader.
14	Civil Engineer	1	2.5	At least Bachelor's degree in Civil Engineering with at least 3 years of professional experience after bachelor's degree in related field.	<ul style="list-style-type: none"> • Design and preparation of cost estimate of various structures. • Assist the team leader.
15	Mechanical Engineer	1	1.50	At least Bachelor's degree in Mechanical Engineering with at least 3 years of professional	<ul style="list-style-type: none"> • Design of segregation plant and other structures. • Work in close coordination with other experts.

				experience after bachelor's degree in related field.	
16	Chemist/ Lab technician/Research Assistant	1	2.0	At least Bachelor's degree in Chemistry with at least 3 years of professional experience after bachelor's degree in related field.	<ul style="list-style-type: none"> • Interpretation of the various result obtained from the tests and field reports. • Work in close coordination with other experts. • Assist the team leader for preparation of reports and various.
17	Surveyor	1	2.0	Diploma in survey engineering or equivalent with At least 3 years of professional experience after diploma in related field.	<ul style="list-style-type: none"> • Conduct the various survey • Work in close coordination with other experts. • Assist the team leader.
18	Computer Operator	1	2.0	Diploma in any subject with Fluency in computer typing and reporting	<ul style="list-style-type: none"> • Report writing. • Assist the team leader.
Note: Other expert if required during the study the consultant should manage such expert by their own and additional payment for such expert will not be done by the client.					

Along with the signed biodata with experience description, the copies of certificates of degrees must be submitted as justification documents for all experts mentioned above. For engineers and architects, the Nepal engineering council registration certificate and other professional body license certificate (wherever applicable) shall also be submitted. Documents of Key Experts shall be evaluated.

10. PAYMENT SCHEDULE

DUDBC will sign a single contract with the Consultant for the Supplementary Environmental Impact Assessment Study of Bancharedanda Sanitary Landfill Site. The Payment to the Consultant will be made based on the reporting requirements as mentioned below:

SN	Instalments	Payment - % of Contract Amount	Payment after
1	First	20%(without reimbursable)	Submission and approval of Inception Report
2	Second	30%(without reimbursable)	Submission of baseline study and approval of the same
3	Third	30%(without reimbursable)	Submission of Draft supplementary EIA Report with revised EMP after conducting all works, testing, public hearing etc as per scope of works and approval of the same
4	Final	20%(without reimbursable)	Acceptance of the Final supplementary EIA Report and approval

Note: Reimbursable amount shall be paid along with corresponding instalment against the

bill /receipts/invoices etc as per prevalent rules and regulation. But the maximum payable reimbursable amount shall not exceed the estimated amount for it

11. Contact Address:

GOVERNMENT OF NEPAL
MINISTRY OF URBAN DEVELOPEMENT
DEPARTMENT OF URBAN DEVELOPMENT AND BUILDING CONSTRUCTION
BANCHAREDADA SANITARY LANDFILL SITE, PROJECT IMPLEMENTAION UNIT
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