

STANDARD PROCUREMENT DOCUMENT

Procurement of Consulting Services' Direct Purchase

[For Assignments of value up to 0.15 Million]

Issued by:
Government of Nepal
Public Procurement Monitoring Office
Tahachal, Kathmandu

January 2009



स्थानीय सरकार

तीनपाटन गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय

लाम्पनटार, सिन्धुली
बागमती प्रदेश, नेपाल

प.सं.: प्रशासन/०८२/८३

च.नं.: ०२८८

मिति:- २०८३/०९/१६

ने.सं.: ११४६ बह्यलाघ्य त्रयोदशी

प्रस्ताव पेश गर्ने सम्बन्धमा सूचना।

प्रथम पटक प्रकाशित मिति २०८३/०९/१७

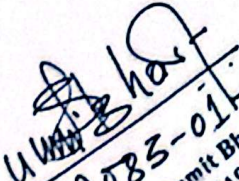
प्रस्तुत विषयमा तीनपाटन गाउँपालिका भित्र बहने जिर्घा, चदाहा र लङ्गुरखोला खोलानदीबाट नदिजन्य पदार्थ संकलन, उत्खनन, बिक्री मूल्य कर असुल गर्ने प्रयोजनका लागि वातावरण संरक्षण ऐन, २०७६; वातावरण संरक्षण नियामवली, २०७७ तथा प्रारम्भिक वातावरणीय परीक्षण कार्यविधि, २०७७ को दफा ३ को उपदफा ४ सँग सम्बन्धित रहेर उक्त नदीहरूको प्रारम्भिक वातावरणीय परीक्षण (IEE) भइ सोहि प्रतिवेदनको आधारमा उत्खनन कार्य जारीरहेको अवस्था रहेको र नदिजन्य पदार्थ उत्खनन संकलन IEE प्रतिवेदन बमोजिम परिमाणको नापजाचका लागि सेवा परामर्श सेवा खरिद गर्नुपर्ने भएकोले सोहि प्रयोजनार्थ तीनपाटन गाउँपालिकाको वेबसाइट www.tinpatanmun.gov.np मा रहेको Request for Proposal & Term of Reference अनुसार रहेको सर्तिभित्र रही न्यूनतम लागत विधि (LCBS) बमोजिम हुने गरि सिलबन्दी प्रस्ताव तपसिल बमोजिमको समय, मिति र स्थान गर्नुहुन यो सूचना प्रकाशन गरिएको छ ।

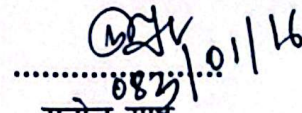
तपसिल:-

- प्रस्ताव बुझाउने अन्तिम: २०८३/०९/२४ गते दिनको १२ बजे सम्म ।
- प्रस्ताव खोल्ने मिति र समय: २०८३/०९/२४ गते दिनको २ बजे ।
- स्थान: तीनपाटन गाउँपालिकाको कार्यालय, सिन्धुली।

आवश्यक कागजातहरू:-

- संस्था/फर्म दर्ता प्रमाणपत्रको प्रतिलिपि ।
- भ्याट दर्ता प्रमाणपत्रको प्रतिलिपि ।
- आ.व. ०८१/०८२ को कर चुक्ता प्रमाणपत्रको प्रतिलिपि ।
- तीनपाटन गाउँपालिकाको आ.व. ०८२/०८३ को लागि मौजुदासुचिमा सुचिकृत भएको प्रमाण वा तीनपाटन गाउँपालिकाको ग्वोबल आइएमई बैंक लि. तीनपाटन शाखाको राजश्व खाता रु.१००० दस्तुर तिरेको सक्कली रसिद । (राजश्व खाता नं ३५८०४०१००००००७)
- कार्यगत सर्त (ToR) मा उल्लेखित न्यूनतम जनशक्ति सँग सम्बन्धित कागजातहरू ।


2083-01-16
Er. Sumit Bhandari
NEC-31919 "A"



मनोज साह
प्रमुख प्रशासकीय अधिकृत

E-mail:- tinpatanmun@gmail.com, ito.tinpatanmun@gmail.com, info@tinpatanmun.gov.np
Website:- www.tinpatanmun.gov.np



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Section 1. Letter of Invitation

Government of Nepal
Tinpattan Rural Municipality
Office of The Municipal Executive
Tinpattan-11, Sindhuli

Date:

Name of Project:- Procurement of Third Party Consulting firm for the measurement of quantities of riverbed materials extracted by the the contractor from Jirgha, Chadaha and Langurkhola river flowing along Tinpattan Rural Municipality, Sindhuli for FY 2082/083

1. The Tinpattan Rural Municipality, Office of The Municipal Executive, Tinpattan-11, Sindhuli invites proposals to provide the following consulting services. The objectives and scope of the assignment are provided in the attached Terms of Reference (TOR).
2. The consultant shall be selected and engaged on the basis of required experience and qualifications specified in the TOR and the consultants Financial Proposal.
3. You are invited to submit a Proposal for the services under the TOR to : Tinpattan Rural Municipality, Office of The Municipal Executive, Tinpattan-11, Sindhuli.
4. Your Proposal should be submitted in one copies and the deadline for submission is mentioned in the cover letter of attached herewith the RFP.
5. Clarification on the RFP may be obtained from: Tinpattan Rural Municipality, Office of The Municipal Executive, Tinpattan-11, Sindhuli.
6. Your Proposal must remain valid 90 days after the submission date.
7. The assignment is expected to commence on the **date of agreement**.
8. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Format of Curriculum Vitae (CV) for Proposed Professional

Staff

Section 3 - Financial Proposal - Standard Forms

Section 4 - Terms of Reference

Section 5 - Standard Form of Contract.

9. Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal

Yours sincerely,

Subodh Jha अधिकारी
Chief Administrative Officer
Tinpattan Rural Municipality



Section 2.Format of Curriculum Vitae

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

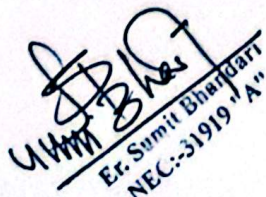
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

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

Full name of staff member: _____

Full name of authorized representative: _____

Seal / Stamp of the Consultant/Firm: _____


Er. Sumit Bhardwaj
NEC-31919 "A"


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Section 3. Financial Proposal Submission Form

[Letterhead of Consultant in case of a Firm]

To: [Name and address of Client]

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the applicable local taxes(excluding Value Added Tax).

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., [Date].

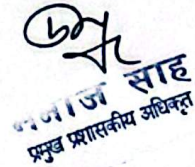
We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:


Er. Sumit Bhandari
NEC--31919 "A"


प्रवेण प्रसाद
प्रमुख प्रासासकीय अधिकृत



Section 4. Terms of Reference


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*Tinpatan Rural Municipality
Office of the Municipal Executive
Tinpatan-11, Sindhuli
Bagmati Province, Nepal*

*Request for Proposal
&
Terms of Reference*

For

*Procurement of Third Party Consulting firm for the
measurement of quantities of riverbed materials
extracted by the the contractor from Jirgha, Chadaha
and Langurkhola river flowing along Tinpatan Rural
Municipality, Sindhuli for FY 2082/083*

*Implementing Agency:
Tinpatan Rural Municipality,
Office of The Municipal Executive ,
Tinpatan-11, Sindhuli*

WMA/Bha
E. P. Bha
NEC: 1919/A

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Terms of Reference (TOR)

Name of Project/ Assignment : Procurement of Tinpatan Consulting firm for the measurement of quantities of riverbed materials extracted by the contractor from Jirgha, Chadaha and Langurkhola river flowing along Tinpatan Rural Municipality, Sindhuli for FY 2082/083

1. Background

Tinpatan Rural Municipality, Office of The Municipal Executive, Tinpatan-11, Sindhuli allows the extraction of riverbed materials such as sand, gravel, and stones from chadaha rivers within its jurisdiction as part of natural resource management and municipal revenue generation.

The main locations where extraction activities occur include:

Jirgha River
Chadaha River
Langurkhola River

In fiscal year 2081/082, the IEE has prescribed 20 different Locations for extraction of river bed materials. The method of extraction is also prescribed by the IEE itself Manual Means or Using Machinery Equipment.

Also, For fiscal year 2082/083 Tinpatan Rural Municipality, Office of The Municipal Executive, Tinpatan-11, Sindhuli has tendered the quantity of river bed material for extraction in two packages. The name and location of different extraction points is also mentioned hereafter.

Tinpatan Rural Municipality, Office of The Municipal Executive, Tinpatan-11, Sindhuli intends to engaged the consulting firm /technical team for the inspection of the river and find out the quantity of the river bed material extracted by the contractors till the end of Jestha, 2083.

2. Objectives

General Objective

To verify the extraction of riverbed materials to ensure compliance with municipal contracts and environmental regulations.

- (A) Measure the quantity of extracted materials.
- (B) Ensure extraction occurs within approved locations and limits.
- (C) Monitor environmental impacts of extraction,
- (D) Verify contractor compliance with contract conditions.

3. Scope of Work

The consulting team shall perform the following activities:

- (A) Review approved extraction plans and contract documents
- (B) Verify whether extraction is occurring within approved coordinates and depth Limits
- (C) Measure riverbed material extraction using suitable survey methods
- (D) Calculate quantity of extracted materials in volume by the contractor.
- (E) Provide the detail report of chainage wise extraction along with the longitudinal and cross section drawing of each IEE points.
- (F) Provide the detail pictorial /GIS image of the excavated areas.

[Handwritten Signature]
Er. Sumit Bhandari
C:-31919 "A"


[Handwritten Signature]
मन्मोज साह
मुख्य प्रशासकीय अधिकारी

4. Details of the IEE points prescribed for the extraction of River bed materials:

तालिका नं ३.३ ढुङ्गा, गिट्टी तथा बालुवा उत्खनन् / सङ्कलन गरिने परीमाणको आङ्कलन

साईट नं	सङ्कलन / उत्खनन् क्षेत्र	सङ्कलन / उत्खनन् गरिने वस्तु	लम्बाई (मि.)	चौडाई (मि.)	सङ्कलन / उत्खनन् योग्य गहिराई (मि.)	सङ्कलन / उत्खनन आएतन (घ.मि.)	दिगो रूपमा सङ्कलन/ उत्खनन् गर्न सकिने परीमाण (घ.मि.)
१	झर्लाङ्गटार	ढुङ्गा, गिट्टी र बालुवा	१४५	१०	०.३	४३५	३४८
२	जोगेदोभान	ढुङ्गा, गिट्टी र बालुवा	१५०	६०	०.३	२७००	२१६०
३	नकाले	ढुङ्गा, गिट्टी र बालुवा	१५०	१०	०.५	७५०	६००
४	बगुवाघाट	ढुङ्गा	२००	११	०.८	१७६०	१४०८
५	करौजेघाट	ढुङ्गा र गिट्टी	२००	५	०.८	८००	६४०
६	चिलाउनेटार	ढुङ्गा र गिट्टी	२५०	१३	०.४	१३००	१०४०
७	शनिघाट	ढुङ्गा, गिट्टी र बालुवा	३००	१०	०.३	९००	७२०
८	लङ्गुरखोला दोभान	ढुङ्गा, गिट्टी र बालुवा	५००	१०	०.८	४०००	३२००
९	अधेरी	ढुङ्गा र बालुवा	१००	१०	१.०	१०००	८००
१०	अधेरी-२	ढुङ्गा र बालुवा	८०	१२	०.८	७६८	६१४
जम्मा						१४४१३	११५३०
दैनिक उत्खनन् / सङ्कलन परीमाण (घ.मि.)							४२.७०
जम्मा वार्षिक उत्खनन् / सङ्कलन परीमाण (घनफिटमा)							४०७१७८.५
वागमती प्रदेश आर्थिक ऐन, २०८१ अनुसार ढुङ्गा, गिट्टी तथा बालुवाको प्रति घनफिट दर							रु. ७।-
जम्मा अनुमानित राजस्व							रु. २८,५०,२५०।-

१७


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५	प्रारम्भिक वातावरणीय परीक्षण प्रतिवेदनको वैधानिकता	दुङ्गा, गिठ्टी, बालुवा उत्खनन् तथा सङ्कलन मापदण्ड, २०७९ (पहिलो संशोधन), २०७९ को दफा १८ को उपदफा (२) बमोजिम प्रतिवेदन स्वीकृत भएको मितिले अधिकतम ३ वर्षको हुनेछ। ऐ. मापदण्ड, २०७७ को दफा ४ (ग) बमोजिम उत्खनन् / सङ्कलन परीमाण भने वार्षिक रूपमा ठेक्का लगाउनुपूर्व अध्यावधिक गर्नुपर्ने हुन्छ।
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३.२. प्रस्ताव क्षेत्रको अवस्थिति

जीर्गा, चदाहा र लङ्कुरखोला खोलाहरू तीनपाटन गाउँपालिकाको वडा नं १, २, ४ र ५ मा पर्दछ। जीर्गा, चदाहा र लङ्कुरखोला खोलाहरूको उत्खनन् / सङ्कलन क्षेत्र पुग्न ग्राभेल गरिएको सहायक मार्ग रहेकोछ। उत्खनन् / सङ्कलन क्षेत्रको जि.पि.एस. कर्डिनेट तल तालिका उल्लेख गरिएको छ।

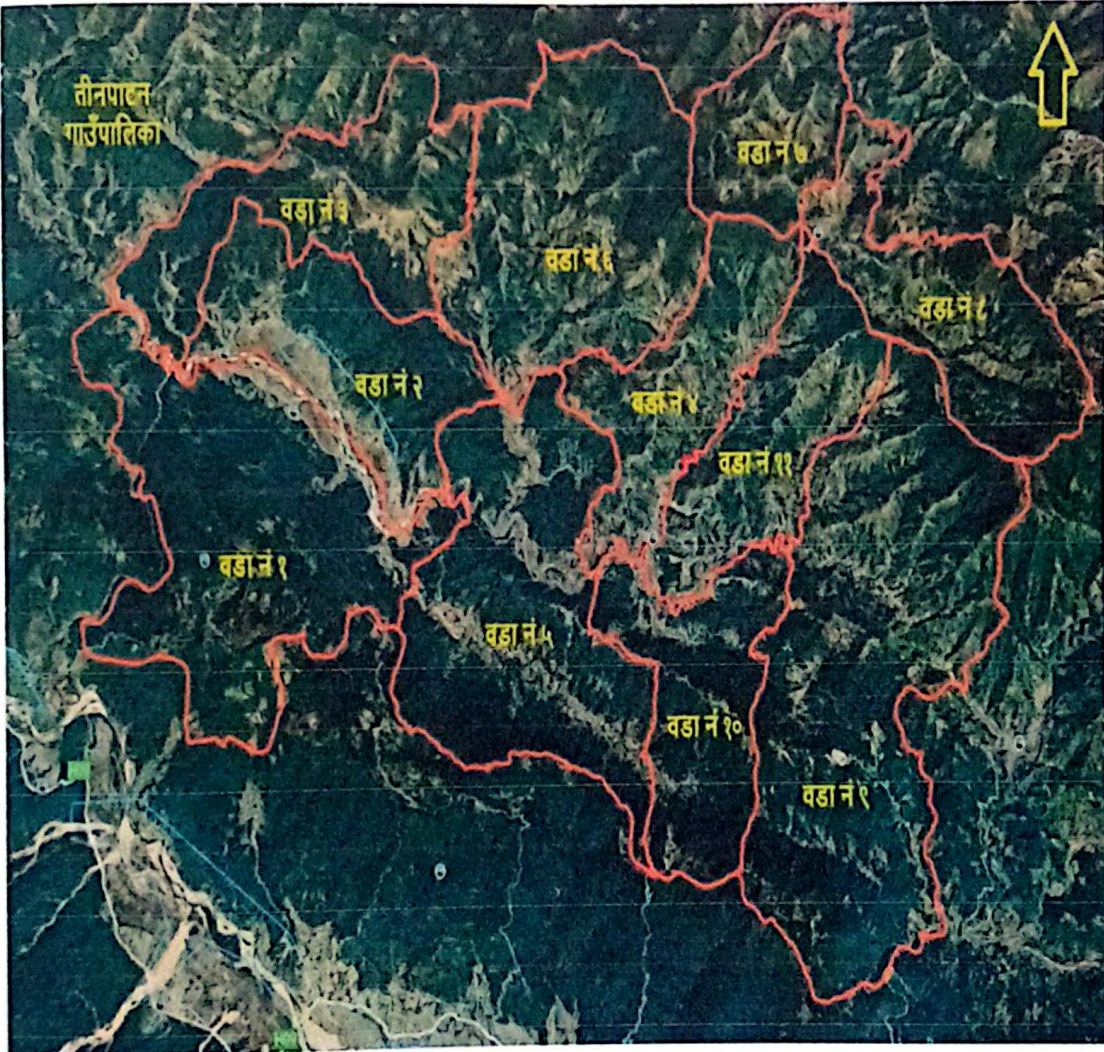
तालिका नं ३.२ उत्खनन् / सङ्कलन स्थलको जि.पि.एस. कर्डिनेट (GPS Co-ordinate)

सि. नं	खोलाको नाम	घाटको नाम	वडा नं	जि.पि.एस.	
				सुरुवाती विन्दु	अन्तिम विन्दु
१	जीर्गा	झर्लाङ्गटार	३	२७°०९'५६.९३" उत्तरी ८६°००'४९.९९" पूर्वि	२७°०९'५९.५३" उत्तरी ८६°००'४०.०५" पूर्वि
२	चदाहा	जोगेदोभान	१ र २	२७°०८'३४.९९" उत्तरी ८६°०९'४९.७६" पूर्वि	२७°०८'२९.६५" उत्तरी ८६°०९'४६.९२" पूर्वि
३	चदाहा	नकाले	१ र २	२७°०७'१२.४९" उत्तरी ८६°०५'५०.०७" पूर्वि	२७°०७'१८.०२" उत्तरी ८६°०५'४५.७५" पूर्वि
४	चदाहा	बगुवाघाट	५	२७°०७'२५.०८" उत्तरी ८६°०६'५८.२०" पूर्वि	२७°०७'१९.०९" उत्तरी ८६°०६'५७.०७" पूर्वि
५	चदाहा	करौजेघाट	५	२७°०७'३३.३७" उत्तरी ८६°०७'१४.९८" पूर्वि	२७°०७'२६.९३" उत्तरी ८६°०७'१०.३०" पूर्वि
६	चदाहा	चिलाउनेटार	५	२७°०७'१०.२६" उत्तरी ८६°०६'२२.७९" पूर्वि	२७°०७'१७.५७" उत्तरी ८६°०६'१९.२३" पूर्वि
७	चदाहा	शनिघाट	१, २ र ५	२७°०७'१७.२७" उत्तरी ८६°०५'५९.३०" पूर्वि	२७°०७'१२.०५" उत्तरी ८६°०५'५५.६४" पूर्वि


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प्रमुख प्रासासकीय अधिकृत

८	चदाहा र लङ्गुरखोला	लङ्गुरखोला दोभान	१	२७°०६'५१.४१" उत्तरी ८६°०५'०६.७५" पूर्वि	२७°०७'०४.३०" उत्तरी ८६°०४'४९.१४" पूर्वि
९	लङ्गुरखोला	अधेरी	१	२७°०६'२६.१८" उत्तरी ८६°०५'२३.९१" पूर्वि	२७°०६'२९.६१" उत्तरी ८६°०५'२२.८४" पूर्वि
१०	लङ्गुरखोला	अधेरी-२	१	२७°०६'३४.३१" उत्तरी ८६°०५'१२.३६" पूर्वि	२७°०६'३६.७७" उत्तरी ८६°०५'१०.५९" पूर्वि



चित्र नं ३.१ प्रस्तावित उत्खनन् / सङ्कलन क्षेत्र वडागत गू-गल नक्शा

श्रोत:प्रारम्भिक वातावरणीय परिक्षण प्रतिवेदन २०८१/०८२

(Signature)
Er. Sumit Bhardari
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(Signature)
मनोज साह
प्रमुख प्रासासकीय अधिकृत



5. Environmental Monitoring

Assess environmental impacts including:

- riverbank erosion
- damage to nearby infrastructure
- impacts on local communities
- river flow alteration.

Provide mitigation recommendations where necessary.

6. Compliance Monitoring

Ensure contractor compliance with:

- Extraction limits specified in the contract.
- Approved environmental guidelines

7. Reporting

Prepare final reports including:

- Calculate quantity of extracted materials in volume by the contractor.
- Provide the detail report of chainage wise extraction along with the longitudinal and cross section drawing of each IEE points.
- Provide the detail pictorial/GIS image of the extracted areas.
- Compliance status.
- Environmental observation

8. Time schedule for submission of the Report

Submission Phases	Copies	Time
Final Report	3	30 days from the date of Agreement

Further more, the report should be submitted to the Municipal Office in prescribed time and if necessary shall present the report in the Municipal Board Meeting.

9. Minimum Team composition, Input (Person month)

The consultant is entirely responsible for adequacy of his proposed team for successful delivery of the Services in term of quality and time schedule. All the disciplines must be represented and the composition within the proposed team must be clearly indicated in the Consultants Bid. The firms must have minimum following personnel in the team.

S.N.	Position	No.	Total Inpat (days)	Academic Qualifications	Remarks
A	Key staff/Non-Key Staff				
1	Team Leader (Environmental/Environmental engineer)	1	14	Bachelor's or Master's in environment science/engineering or equivalent in related subject	Field, Office
2	Civil Engineer	1	12	Bachelor's or Master's in Civil Engineering or equivalent	Field, Office
3	Computer Operator	1	5	+2 Pass or equivalent	Office
4	Support Staff/helper	2	19		Field, Office

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NEC-31919

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10. Mode of Payment

The details of the period for various report submission, payment amount, and the report to be submitted are shown in the following table.

No. of installment	Period	Payment in % of the total contract amount	Report to be submitted
Final	After Report Submission	100%	Final report

11. Evaluation Criteria:

Eligibility & Completeness Test

- Firms Registration Certificate
- Evidence of firm listed in Standing list(Maujuda suchi suchikrit) of Tinpatan Rural Municipality office for fiscal year 2082/083 or the evidence/voucher of deposit slip of Rs.1000 on the Revenue Account of Tinpatan Rural Municipality.
- Name of the Bank:-Global IME Bank Ltd
Name of Office:- Tinpatan Rural Municipality, office of the Rural Municipality Executive Lampantar, Sindhuli Bagmati Province, Nepal
Office Code no:-801032505
Office Account no.:35804010000007
Account Name:-Ga 1.1 Antarik Rajaswo Khata (Tinpatan Ga.Pa)
Rajaswa (revenue) Shirshak no. : 14229
- Tax Clearance certificate for Fiscal Year 2081/82
- VAT Registration Certificate
- Minimum Team Composition as mentioned in Section 9.

The firm only fulfilling/Complying the Eligibility & Completeness Test shall be evaluated and selected based on Least Cost Based Selection Method(LCBS).

12. Client's Input and Counterpart Personnel

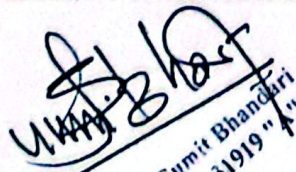
Municipality will provide all the available information, studies, reports, and documents relevant to the consultant, Facilitate coordination with contractors and provide necessary local support.

13. Consultant's Obligations

Consultant is required to review and understand the scope of services and be able to produce the acceptable deliverables as outlined in the TOR. Consultant must organize and manage necessary experts and support staff members transportation and logistics required to complete the proposed work and accordingly quote all the financial requirements in their financial proposal.

14. Agreement

The Consultant shall be required to enter into an agreement with the Tinpatan Rural Municipality, office of the Rural Municipality Executive Lampantar, Sindhuli Bagmati Province, Nepal Based on Lump Sum Contract.


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Tinpatan Rural Municipality
Office of the Municipal Executive
Tinpatan-11, Sindhuli
Bagmati Province, Nepal



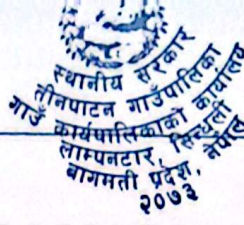
Procurement of Third Party Consulting firm for the measurement of quantities of riverbed materials extracted by the contractor from Jirgha, Chadaha and Langurkhola river flowing along Tinpatan Rural Municipality, Sindhuli for FY 2082/083

NOTE: The bidder must compulsorily fill up the BOQ approved by Tinpatan Rural Municipality

Location: Tinpatan Rural Muni

S	Description	Unit	Quantity	Rate	Rate in words	Amount	Remarks
N							
1	Procurement of Third Party Consulting firm for the measurement of quantities of riverbed materials extracted by the contractor from Jirgha, Chadaha and Langurkhola river flowing along Tinpatan Rural Municipality, Sindhuli for FY 2082/083	LS	1				
						SUM(NPR)	
						VAT 13% (NPR)	
						GRAND TOTAL (NPR)	
<i>In words:</i>							
Firms Stamp Authorize Signature							

MUNICIPALITY
 Sindhuli
 २०७३
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Section 5:

STANDARD FORM OF CONTRACT

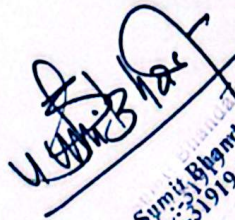
Consultants' Services
(Direct Purchase)


Title of Consulting Services *[insert: title]*

Project Name: *[insert: project name]*

Office Name: *[insert: Office Name]*

Office Address: *[insert: Office Address]*


Ujjwal Barf
Ex. Summit Bhagmudari
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प्रकाश प्रसाद
प्रमुख प्रासासकीय अधिकृत

Sample Contract for Consulting Services
Direct Purchase Assignments
Lump-Sum Payments



CONTRACT

THIS CONTRACT ("**Contract**") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("**the Client**") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("**the Consultant**") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - a. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("**the Services**").
 - b. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - c. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
2. **Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. **Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. **Schedule of Payments**

The schedule of payments is specified below:¹

¹ Modify, in order to reflect the output required, as described in Annex C.

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[insert amount Nepali Currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount in Nepali currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount in Nepali currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total:

C. Payment Conditions

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Client designates Mr. /Ms. [insert name] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

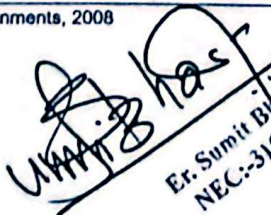
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and


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software.²

8. Consultant Not to be Engaged in Certain Activities

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

9. Responsibility

The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.


10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.


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**12. Law
Governing
Contract and
Language**

The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English.

**12. Dispute
Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

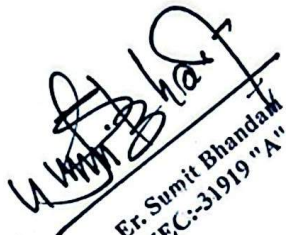
FOR THE CONSULTANT

Signed by _____

Signed _____ by

Title: _____

Title: _____


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List of Annexes

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel
- Annex C: Consultant's Reporting Obligations


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Annex A - Terms of Reference

[Terms of Reference normally contain the following sections:

- a. Background,
- b. Objectives,
- c. Scope of the Services,
- d. Staff inputs
- e. Training (when appropriate),
- f. Reports and Time Schedule, and
- g.) Data, Local Services, and Facilities to be provided by the Client.]

Annex B – Consultant’s Personnel

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

Annex C – Consultant’s Reporting Obligation

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


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