



Bhume Rural Municipality
Office of the Rural Municipal Executive
Khabang Bagar, Rukum (East)
Lumbini Province, Nepal

REQUEST FOR PROPOSAL (RFP)

RFP ID: DPR/RFP/BRMO-02/2077-78

Procurement of Consulting Services

For

Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing, Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Buildings (3 no. of Ward Office Buildings) of Bhume Rural Municipality, Khabang Bagar, Rukum(East)

2077/078

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Letter of Invitation

Date:-2077-08-29

Subject: Request for proposal

1. **Bhume Rural Municipality**, Office of the Rural Municipal Executive, Khabang Bagar, Rukum(East) has allocated the cost and intends to apply a portion of this fund to eligible payments under this Contract.
Bhume Rural Municipality now invites proposals to provide the following consulting services: **Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing, Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Buildings (3 no. of ward office Buildings) of Bhume Rural Municipality, Khabang Bagar, Rukum (East)**
2. More details on the services are provided in the attached Terms of Reference.
3. A consultant will be selected under procedures described in this RFP.
4. The RFP includes the following documents:
 - Letter of Invitation
 - Chapter1 – Background of the project and information to the consultant
 - Chapter 2 - Terms of Reference for the Ward Building of Bhume Rural Municipality
 - Chapter 3 - Technical Proposal- Standard Forms
 - Chapter 4 - Financial Proposal - Standard Forms
 - Chapter 5 - Standard Forms of Contract.
5. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) Whether you will submit a proposal alone or in association.The deadline for the submission of the proposal is specified in the RFP Part-I, Information to the Consultants.

Yours sincerely,

.....
Mr. Chandra Singh Shrestha
Chief Administrative Officer

1 INTRODUCTION

1.1 Background:

The **Bhume Rural Municipality**, Office of the Rural Municipal Executive, Rukum (East) has decided to provide a consulting services for the Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing, Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Buildings (3 no. of ward office Buildings) of Rural Municipality, Khabang Bagar, Rukum (East). This task is being undertaken by **Bhume Rural Municipality** In the above context. **Bhume Rural Municipality** intends to hire national consulting firms to carrying out “Preparation of Detailed Engineering Survey, Soil Investigation, Detail Design, Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Buildings of Rural Municipality, Khabang Bagar, Rukum (East) for the proposed consulting jobs as per the TOR presented below.

1.2 Objectives:

The main objective of this study project is
To design the **Bhume Rural Municipality** Ward Buildings (3 no. of Ward Office Buildings) which is safe against earthquake, economical, aesthetical, affordable and environmentally friendly.

1.3 Scope of Work:

The Consultant shall, under these Terms of Reference (TOR) carry out activities and deliver services and documents as follows:

The **Bhume Rural Municipality** will provide the feasibility report, for the building the office will provide the blue print and initial conceptual note of the building. The consultant shall study the report in detail and incorporate the recommendations in the inception report and other reporting’s. Moreover, the consultant will conduct meeting with the **Bhume Rural Municipality**, related stakeholder and if recommended modify the requirement spelled out in the feasibility report.

1.4 Expected Output:

It is expected to prepare and submit clear and concise study reports which will assist the **Bhume Rural Municipality** to prepare the final tender documents for the execution of the construction other these works.

1.5 Reporting Requirements:

The Consultant shall prepare and submit the reports as specified below. Computer Software should be used to prepare all drawings. All reporting shall be in English and in the SI unit. Inception, draft and final reports should be submitted to **Bhume Rural Municipality** as specified below. Reports shall be submitted in digital copy as well as in 3 printed form in A4 size paper. Similarly, all the drawings shall also be submitted in digital as well as in 3 printed form. The drawing shall not be in less than A3 size of papers.

1.6 Information to the consultant

1.1 Introduction

1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.

1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.

1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

1.6 **Bhume Rural Municipality** (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position

of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
- b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the **Bhume Rural Municipality** may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the **Bhume Rural Municipality** policy to require its implementing agencies, as well as consultants under Municipality (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Municipality:

- 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 of anything of value to influence the action

of a public official in the selection process or in contract execution; and

- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- 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 debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by **Bhume Rural Municipality** accordance with the above sub para.1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with

the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.

- ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (chapter 4):

- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Chapter 4B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by

the Client (Chapter 4C).

- iii. A description of the methodology and work plan for performing the assignment (Chapter 4D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Chapter 4E).
- v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Chapter 4F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (chapter 4E and 4G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial
Proposal**

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Chapter 5). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by

activity.

3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4. Submission,
Receipt, and
Opening of
Proposals**

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.

4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”

4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client’s Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

Evaluation of 5.3 The evaluation committee, appointed by the Client as a whole, and

Technical Proposals (QCBS,QBS,FBS, LCBS))

each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in Para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals (CBS Only)

5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.

Public Opening and Evaluation of Financial Proposals (QCBS , FBS,LCBS)

5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the

consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.

5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.

5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.

6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the

procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.

7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.

9. Conduct of Consultants

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

9.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. Interference in participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. 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.

- g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

**10. Blacklisting
Consultant**

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
- e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
- f) other acts mentioned in the Data Sheet or SCC

10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.

1.7 Data Sheet

Clause

Reference

1.1	<p>The name of the Client is:</p> <p>Bhume Rural Municipality Office of the Rural Municipal Executive Khabang Bagar, Rukum(East) Lumbini Province, Nepal</p> <p>The method of selection is: <u>OCBS</u></p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name: “Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing , Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Buildings (3 no. of ward office Buildings) of Bhume Rural Municipality, Khabang Bagar, Rukum (East) ”</p> <p>to design the building which is safe against earthquake, economical, aesthetical, affordable and environmentally friendly.</p>
1.3	<p>A pre-proposal conference will be held: No</p> <p>The name(s), address(es), and telephone numbers of the Client’s official(s) are:</p> <p>Name: Bhume Rural Municipality Office of the Rural Municipal Executive Khabang Bagar, Rukum (East) Lumbini Province, Nepal</p>
1.4	<p>The Client will provide the following inputs: Brief description and importance of the project.</p>
1.10	<p>The Clauses on fraud and corruption in the contract are:</p>
2.1	<p>Clarifications may be requested 7 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>Name: Bhume Rural Municipality Office of the Rural Municipal Executive Khabang Bagar, Rukum (East) Lumbini Province, Nepal</p>
3.1	<p>Proposals should be submitted in the following language(s): English</p>
3.2	<p>(i) Short listed consultants/entity may associate with other short listed</p>

	<p>consultants: N/A</p> <p>(ii) The estimated number of professional staff-months required for the assignment is: As per BoQ.</p> <p>Available Budget for Fixed budget Assignment: NA</p> <p>Note: If the Consultants wish to apply for more than one job or package then separate Team leader (Urban Planner/ Senior Architect) shall be proposed for each job/package.</p> <p>iii) The minimum required experience of proposed professional staff is: As indicated in the Terms of Reference</p> <p>(iv) Reports that are part of the assignment must be written in the following language(s): English</p>
3.3	<p>(V) Training is a specific component of this assignment: N/A</p> <p>(vi) Additional information in the Technical Proposal includes:</p> <ul style="list-style-type: none"> • Description of Site (Visited) and any Photographs. • Use of Software. • Suggestions on innovative type of design. (Efficient technology & Cost effective)
3.9	Proposals must remain valid 90 days after the submission date.
4.3	Consultants must submit an one original copy of each proposal:
4.4	<p>The proposal submission address:</p> <p>Name: Bhume Rural Municipality Office of the Rural Municipal Executive Khabang Bagar, Rukum (East) Lumbini Province, Nepal</p> <p>Technical Proposal or Financial Proposal (Separate in Two Envelopes)</p>
4.5	Proposals must be submitted no later than: 16th day from the date of publication at 12:00 noon at client’s Office.
5.1	<p>The address to send information to the Client :</p> <p>Bhume Rural Municipality Office of the Municipal Executive Khabang Bagar, Rukum (East) Lumbini Province, Nepal</p>

5.3

The number of points to be given under each of the evaluation criteria are:

Points

(i) Specific experience of the consultants related to the assignment 20 Points

[2 marks for each job]

Administrative Building/ Ward office Building/ Academic building or similar nature within last 5 years and contract amount of consulting fees more than or equal to NRs. 1.5 million .

[Otherwise: 0]

(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference(TOR) 20 Points

[Work Plan: 5]

CPM or Bar chart with milestones in sequential way :5

Otherwise 0

[Methodology: 15]

As per EPR procedure: 15

Otherwise: 0

(iii) Technology Transfer : 5 points

(iv) Equipments: 10 Points

(A) Drilling Machine

(i) Rotary Machine.....5 marks

(ii) Percussion machine.....5 marks

[Hire or lease not valid]

(v) Qualifications and competence of the key staff for the

Assignment 45 Points

S . N	Personnel	Minimum academic qualification	Minimum Yrs of general experience	Specific Experience	Marks
1	Team Leader (Senior Architect/Urban Planner)	Master's Degree in Urban Planning/ Architect with B. Arch	10 years	Involved in 2 or more assignments of Building	10 Marks
2	Architect	Bachelor Degree	5 years	Involved in at	5 Marks

		with B.Arch.		least one (1) assignments of Building		
3	Geotechnical Engineer / Geologist	Master's Degree In Geotechnical Engineer/Geologist with Bachelors in civil Engineering.	5 years	Involved in assignments of B Involved in at least one (1) assignments of Building uilding	10 Marks	
4	Structural Engineer	Master's Degree in Structural Engineering with Bachelor in Civil Engineering.	5 years	Involved in any assignm Involved in at least one (1) assignments of Building ents of Building	10 Mark	
5	Electrical Engineer	Bachelor's Degree in Electrical Engineering	3 years	Involved in any Involved in at least one (1) assignments of Building assignments of Building	2.25 Marks	
6	Civil Engineer/Quantity Surveyor	Bachelor in Civil Engineering	3 years	Involved in assignments of Building Involved in at least one (1) assignments of Building	2.25 Mark	
7	Civil Engineer/	Bachelor in Civil Engineering	3 years	Involved in at least one (1	2.25 Mark	

		Sanitary Engineer			Assignments of Building Documents of Building		
	8	HAVC Expert (Mechanical Engineer)	B.E in Mechanical Engineering	3 years	Involved in at least one (1) Assignments of Building	2.25 Marks	
	9	Sub-Engineer/Draft Person/Surveyor	Diploma in Civil Engineering or Geomatics Engineering.	3 years	Involved in at least one (1) Assignments of Building	1 Marks	
Total Points:						100 points	
The minimum technical score required to pass: 65 Points.							
5.8	The Fixed Budget Ceiling for the assignment is : NA						
5.10	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8 and P (Financial Proposal) = 0.2</p>						
6.1	The address for negotiations is: Client's Office.						
7.1	The assignment is expected to Commence on within a week of Contract signing at location provided.						
	<p>Joint Venture</p> <p>Copies of the Joint Venture (JV) agreement shall be attached with the Technical and Financial Proposal.</p>						
	<p>Conditions of Rejection / Non-consideration of the Proposals:</p> <p>(i) If the proposal is found to be non responsive and has not fulfilled all the requirements mentioned in the Technical Proposal documents.</p>						

	<p>(ii) If on physical verification, any statement provided is found to be false and if that statement affects the evaluation, then either the whole proposal may be rejected or the proposal will not get any score for the part concerned to that statement.</p> <p>If any statement in the Technical Proposal provides information or indication about the financial proposal.</p>
	<p>Submission of the Proposals</p> <p>Both the Technical Proposal and Financial Proposal must be sealed in separate envelopes marked clearly in BLOCK letters as follows:</p> <p>TECHNICAL / FINANCIAL PROPOSAL (as appropriate)</p> <p>for</p> <p>Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing , Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Building of Bhume Rural Municipality, Khabang Bagar, Rukum (East)</p> <p>Both the envelopes then should be placed into a single envelope, which shall be sealed again and marked clearly as follows:</p> <p>TECHNICAL & FINANCIAL PROPOSAL</p> <p>for</p> <p>Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing, Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Building of Bhume Rural Municipality, Khabang Bagar, Rukum (East).</p> <p>The single sealed envelope then should be addressed and submitted to:</p> <p>To,</p> <p>Bhume Rural Municipality Office of the Municipal Executive Khabang Bagar, Rukum(East) Lumbini Province, Nepal</p> <p>The envelope must clearly bear the name and address of the firm or JV.</p>

1.8 Payment Schedule:

Payments should be made by client upon the submission of Consultant's invoices according to the following schedule:

Mode of Payment	Percentage
1. First instalment after the submission of inception/ Field report	20

2. Second instalment after the submission of Draft Final Report	60
3. Final instalment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR.	20

1.9 Manpower

1.9.1 General Qualification of the Manpower

S.N	Personnel	Minimum academic qualification	Minimum years of general experience
1	Team Leader (/Urban Planner/ Senior Architect)	Master's Degree in Architect/Urban Planning .	10 years
2	Structural Engineer	Master's Degree in Structural Engineering	5 years
3	Architect	B.Arch.	5 years
4	Civil Engineer/Quantity Surveyor	B.E in Civil	3 years
5	Geotechnical Engineer	Master's Degree In Geotechnical Engineering or Engineering Geology with bachelor's degree in civil Engineering.	5 years
6	Sub-Engineer / Draft Person /Surveyor	Diploma in Civil Engineering or Geometrics Engineering	5 years
7	Electrical Engineer	B.E in Electrical	3 years
8	Civil/Sanitary Engineer	B.E in Civil	3 years
9	HAVC Expert (Mechanical Engineer)	B.E in Mechanical Engineering	3 years

1.9.2 Working Man Month of the manpower.

SN	Personnel	Man/month
1	Team Leader (Senior Architect/Urban Planner)	2 month
2	Structural Engineer	1Month
3	Architect	1.5 Month
4	Civil Engineer/ Quantity Surveyor	1Month
5	Geologist/Geo-technical Engineer	1 Month
6	Sub-Engineer/Draft person/Surveyor	1.5 Month
7	Electrical Engineer	0.75 Month
8	Civil/Sanitary Engineer	0.75 Month
9	HAVC Expert (Mechanical Engineer)	0.50 Month

1.10 Work Schedule

The work shall be completed within **2 Months from the date of work order**. The consultant is thus instructed to prepare their work schedule accordingly

1.11 Contact Address:

Bhume Rural Municipality

Office of the Municipal Executive

Khabang Bagar, Rukum (East)

Lumbini Province, Nepal

2 TERMS OF REFERENCE

2.1 Introduction

The Bhume Rural Municipality has decided to provide a consulting services for the **Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing, Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Building of Rural Municipality, Khabang Bagar, Rukum (East)**, within the municipal. This task is being undertaken by **Bhume Rural Municipality**. In the above context, Bhume Rural Municipality intends to hire national consulting firms to carrying out Detailed Project Report for the proposed consulting jobs as per the TOR. The construction site will be in Bhume Rural Municipality.

2.2 Objectives:

The main objective of this study project is to design the structure which is safe against earthquake, economical, aesthetical, affordable and environmental friendly.

The Specific Objectives are:

- To Carry out **Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing , Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Buildings (3 no. of ward office Buildings) of Bhume Rural Municipality, Khabang Bagar, Rukum (East)**

Scope of Work:

The Consultant shall, under these terms of reference (TOR) carry out activities and deliver services and documents as follows:

The Bhume Rural Municipality will provide the feasibility report of the public and Bhume Rural Municipal stakeholders carried out by the Bhume Rural Municipality. The consultant shall study the report in detail and incorporate the recommendations in the architectural design.

Conduct meeting with the Bhume Rural Municipality and related stakeholder and if recommended modify the requirement spelled out in the feasibility report.

Carry out detailed topographical survey of the construction site.

- ✓ To study, review and analyze the preliminary design provided in the feasibility report and prepare the detailed architectural design.
- ✓ Detailed Landscape design of the Ward Building premises.
- ✓ To prepare the detailed structural, electrical and sanitary design of the building and any other proposed structures.
- ✓ To prepare tender ready drawings comprising of architectural, landscape, structural, electrical and sanitary designs that shall be approved by the Bhume Rural Municipality.

- ✓ To prepare the detailed quantity and cost estimate comprising of Architectural, Landscape, structural, electrical and sanitary systems of the Building well as other infrastructures.
- ✓ Consultant can choose any international building codes. However, all the design work shall comply with the Nepal National Building Code requirements.

2.3 Expected Output:

It is expected to prepare and submit clear and concise study report which includes, but not limited to the followings: -

2.3.1 Topographical Survey

The topographical survey of the area should cover entire area with an offset of 5m in all the direction from the either sides of the proposed construction site. The Topographic map should show the following:

- (i) Contours at 0.5m. Intervals in hilly area and at 0.2 m in plain area.
- (ii) Clear demarcation of boundary walls
- (iii) Lines with spot levels along which the slope of the ground level.
- (iv) Lines along which cross section of the land
- (v) Govt. and/or public establishments
- (vi) Traverse lines, benchmarks reference lines and/or points with respect to which the present topo map is prepared.
- (vii) The Names of the nearest identifiable villages/towns etc. beyond the boundary..
- (viii) Other information relevant to design, construction and/or maintenance of these structures.

2.3.2 Geotechnical Investigation

To assure the type of foundation we need to do the geotechnical investigation of the ground and assure the soil property of the terrain.

i. Test pits and auguring

Test pits and auger-holes in the riverbed to a depth as mentioned in the BOQ for determining the mean particle size of riverbed materials in each layer.

ii. Bore-holes, field tests and laboratory tests

The properties of the underlying soil are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as mentioned in the next section and/or the Bill of Quantities. As far as possible, the locations of the boreholes shall be under each abutment and piers. The number of bore hole is 3. Generally the following tests are conducted for determination of soil properties:

S.N.	Type of test	Frequency
1	Undisturbed Soil Sampling	at least 2 at each borehole
2	Standard Penetration Test	as required but the interval not less than 1.5 m and every change of soil strata
3	Grain size analysis	at least 2 at each borehole
4	Hydrometer analysis	at least 2 at each borehole
5	Moisture content	at least 2 at each borehole
6	Bulk and dry density	at least 2 at each borehole
7	Unconfined compression test	at least 2 at each borehole
8	Consolidation test	at least 2 at each borehole
9	Direct shear test	at least 2 at each borehole

If required by the field condition, the Consultant shall conduct other types of tests. Similarly the frequency of the above tests can be increased if required. The cost of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.

iii. Depth of soil exploration`

The depth of soil exploration from ground level shall be as follows:

SN	Type of soil	Governing depth
1	Salty, sandy, clayey soil	1.5 times the least dimension of the foundation footing, or 12 m, whichever is maximum
2	Granular soil (gravels, boulders)	1.5 times the least dimension of the foundation footing, or 12 m, whichever is maximum
3	Rocks (soft or hard)	Not exceeding 8 m.

The above mentioned depths are indicative. The Consultant shall decide the actual required depth of soil investigation according to the field condition and design parameters. But in any case the Consultant shall be paid only up to the depth mentioned in the Bill of Quantities. If rock is found at the beginning or at mid-depth then the drilling works shall not exceed the depth as mentioned in the table above. In such case the payment shall be made only for the actual depth.

For example, if rock is found at a depth of 12 m. and if the maximum required depth is 16 m, then drilling shall continue only for further 4 m., and the payment shall be done for 16 m. If rock is exposed on the surface then drilling shall be done up to a depth of 8 m., and the payment shall be done for 8 m. But if the thickness of rock at the surface is 6 m then the drilling shall continue further to the required maximum depth.

iv. Changes in soil strata

v. Soil exploration works to be certified

The Project, if required, may ask the Consultant to submit the soil/rock samples obtained from the drilling works in core boxes and/or a bore-log certified by the concerned Municipality Office /Project Office or movie clips.

vi. Other information

Availability of construction materials like, sand gravel boulders, timber, etc. with their engineering properties, quantities and lead up to the Tower site, quarry site of materials

with their available quantities should be shown on a sketch plan with reference to Tower site.

2.3.3 Detailed Architectural and Engineering Drawings and Landscaping works

During the process of the detailed design work, the consultant shall incorporate all the comments from Bhume Rural Municipality and its Technical Department. The consultant shall perform detailed tender ready drawing and have an sample discussion with the client before submitting the final report. The consultant shall prepare the detailed architectural& engineering drawing and show the landscaping works in the construction site. The consultant will also show the 3D version of the construction site and the building to be made.

2.3.4 Detailed Structural Design and Structural Drawings

The consultant shall develop a 3D analytical model for the purpose of analysis, using any of the international standard finite element software. Real and accidental torsional effects must be considered for all structures. Structural system proposed by the consultant shall be able to resist effectively the gravity as well as lateral loading induced by both earthquake and wind. Consultant is free to choose any international building codes however; the minimum criteria of NBC 105 shall strictly be incorporated. Consultant shall submit soft copy of analytical model.

The consultant shall perform detailed structural design and prepare structural drawings showing all necessary structural details and shall follow the requirements for the ductile detailing. The detailing shall comply with the requirements of IS13920 or any other relevant ductile detailing code. The consultant shall submit soft copy of analytical model and both hard copy and soft copy of structural design and detailing.

2.3.5 Electrical Design and Drawings

The consultant shall carry out detailed electrical design with Standard Practice and Codes for public buildings and shall comply with NBC 207:2003. The Consultant shall prepare electrical drawings showing necessary details required for electrification and submit in both digital and printed form.

2.3.6 Sanitary Design and Working Drawings

The consultant shall carry out detailed water supply and sanitation design and drawings along with the storm water drainage, fire fighting systems, showing necessary details required for construction. The Consultant shall prepare drawings showing all necessary

details required for the system and submit in both soft and hard copy. They shall comply with relevant international code as well as with NBC.

2.3.7 Detailed Topographical survey and Drawings

The consultant shall carry out detailed topographical survey of the given site at 0.5m contour interval and prepare contour drawings and submit in both soft and hard copy.

2.3.8 Prepare Quantity & Cost Estimate, Specifications

Prepare the Quantity & Cost Estimate, Specifications as per Public Procurement Act 2063, Public Procurement Regulation 2064 and Public Procurement Monitoring Office Directive. Consultant shall submit the cost and quantity estimate, detailed specifications and bidding document in both soft and hard copy.

2.4 Reporting Requirements:

The Consultant shall prepare and submit the reports as specified below. Computer Software should be used to prepare all drawings. All reporting shall be in English and in the SI unit. Inception, draft and final reports should be submitted to Bhume Rural Municipality as specified below. Reports shall be submitted in digital copy as well as in 3 printed form in A4 size paper. Similarly, all the drawings shall also be submitted in digital as well as in 3 printed form. The drawing shall not be in less than A3 size of papers.

2.4.1 Inception/ Field Report:

The consultant should submit two sets of inception report to the Bhume Rural Municipality within **2 weeks from the date of Work Order**. The inception report shall clearly specify review of architectural design and preliminary structural analysis and design, including minutes of meetings with the concerned personnel and representatives of Bhume Rural Municipality.

2.4.2 Draft Final Report:

Draft final report shall contain all the working drawings (structural, electrical, acoustic, water supply, sanitary, storm water drainage), geotechnical investigation report and relevant details including design calculation. The consultant should submit two sets of the report **within ten (10) weeks after acceptance of Inception report**. This report is to be presented in Bhume Rural Municipality in presence of professional and concerned officials comprising experts for discussion, comments and suggestions. Date and time

of presentation shall be mutually finalized by Bhume Rural Municipality and the Consultant.

2.4.3 Final Report:

The final report should incorporate comments and suggestions on the draft final report. The consultant should also submit two sets of CDs with final report including aforementioned drawings. The final report should be submitted in two sets **within 4 weeks after the acceptance of draft final report**. The consultant should also produce other relevant reports to the Bhume Rural Municipality as and when necessary.

3 TECHNICAL PROPOSAL - STANDARD FORMS

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

3A. Technical Proposal Submission Form (Sample)

Date:-

To,

**Bhume Rural Municipality
Office of the Rural Municipal Executive
Rukum (East)
Lumbini Province, Nepal**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for “**Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing , Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Building of Bhume Rural Municipality, Khabang Bagar, Rukum (East)**” in accordance with your Request for Proposal datedand our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. Consultant’s References

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

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

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

Consultant’s Name: _____

Notes:

- 1. Please provide the documentary evidence (e.g. completion certificate) clearly showing the name of the job/service, value of service and completion date. Any information without such evidence shall not be entertained.**
- 2. Detailed Survey and Design, Design Review and Feasibility Study of building are considered relevant to the proposed job.**

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client

On the Terms of Reference:

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

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

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

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

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}	

Experts contact information: (e-mail....., phone.....)

Certification:

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

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

I understand that any will ful 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: _____

3G. Time Schedule for Professional Personnel

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

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

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. Activity (Work) Schedule

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1st	2 nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

4 FINANCIAL PROPOSAL - STANDARD FORMS

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

4A. Financial Proposal Submission

[Location, Date]

To,

**Bhume Rural Municipality
Office of the Rural Municipal Executive
Khabang Bagar, Rukum East
Lumbini Province, Nepal**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing , Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Building of Bhume Rural Municipality, Khabang Bagar, Rukum (East)**As per TOR of Contract No. :for Municipal office in Rukum(East) in accordance with your Request for Proposal dated and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of

.....
..... [Amount(s) in words and figures].
This amount is inclusive of total taxes except Value Added Tax (VAT), which we have estimated at

.....
..... [Amount(s) in words and figures].

Our Financial Proposal shall binding upon us and 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:

4B. Summary of Cost

**Bhume Rural Municipality
Office of the Rural Municipal Executive
Khabang Bagar, Rukum East
Lumbini Province, Nepal**

BILL OF QUANTITIES (BOQ)

S.N.	Description	Unit	Quantity	Rates		Amount	Remarks
				In Figure	In Words		
1	Preparation of Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing, Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Buildings (3 ward office Buildings) of Bhume Rural Municipality, Khabang Bagar, Rukum (East).	Job	1.0				
Sub Total							
VAT @ 13%							
Grand Total							

Authorised Signature:

Name and title of authorised Person:

Name and address of firm :

Date:

Seal:

4C. Breakdown of price per activity.
N/A

4D. Breakdown of remuneration per activity.
N/A

4E. Reimbursable per activity.
N/A

4F. Miscellaneous expenses.
N/A

5 ***SAMPLE FORM OF CONTRACT***

THIS CONTRACT Preparation of Master Plan, Detailed Engineering Survey, Soil Investigation, Detailed Design Drawing , Cost Estimate and Preparation of Detailed Project Report (DPR) of Ward Building of Bhume Rural Municipality, Khabang Bagar, Rukum East entered into this**date**, by and between(*“the Client”*) having its principal place of business at Province No. 5, Nepal , Nepal and (*“the consultant”*) having its principal office located at(*“location”*)..

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

Services The Consultant shall perform the services specified in “Terms of Reference and Scope of servicer,” which is made an integral part of this Contract (*“the Services”*)

The Consultant shall provide the personal list, “ Consultant’s Personal,” to perform the services.

The Consultant shall submit to the Client the reports in the form and within the time periods specified, “Consultant’s Reporting Obligations.”

Term The Consultant shall perform the Service during the period commencing.....

Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant and amount not to exceed NRs. (in words....) with VAT. 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. First instalment after the submission of inception/ Field report 20

2. Second instalment after the submission of Draft Final Report and Presentation 60
3. Final instalment of the payment after the submission and acceptance of final report completion of all duties and responsibilities assigned to the consultants as provisioned in this TOR. 20

Project Administration

A. Coordinator.

The Client designates Chief Administrative Officer as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptances and approval of the reports and of other deliverables by the Client and for receiving and approving invoice for the payment.

B. Reports.

The reports listed, “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.

Performance Standards

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

Confidentiality

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

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 software

Consultants 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.

Insurances

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

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

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

Dispute Resolution Any Dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Nepal.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by: Signed by:

Title: Title:.....

WITNESS