



Government of Nepal
Phalgunanda Rural Municipality
Office of the Rural Municipal Executive
Province-1, Nepal.

Request for Proposals

Procurement of Consulting Services

for

Design/Development of

Mobile application/Computer software and facilitate to

operate in Rural Municipality for E-Governance.

(Contract Id No. RFP/01/2079-80)

Falgun, 2079 (February, 2023)

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Section 1. Letter of Invitation

Date: 2079/11/03

Dear Consultant/s

1. Phalgunanda Rural Municipality, Office of the Rural Municipal Executive, has allocated fund toward the cost of Development of Mobile Application/Computer Software and facilitation to operate in Rural Municipality for E-governance in Phalgunanda and intends to apply a portion of this fund to eligible payments under this Contract.
2. Phalgunanda Rural Municipality, Office of the Rural Municipal Executive now invites proposals to provide the following consulting services: **Design/Development of Mobile Application/Computer Software and facilitation to operate in Municipality for E-governance in Phalgunanda**. More details on the services are provided in the attached Terms of Reference (ToR).
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:

S. No.	Name of The Consultants
1	Network Associates, Midbaneshwor, Kathmandu
2	Geosoft Technologies (P.)Ltd, Anamnagar, Kathmandu
3	Softech Foundation, Midbaneshwor, Kathmandu
4	Information Care Pvt. Ltd., Dillibazar, Kathmandu

4. A consultant will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract.
6. 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.

Yours sincerely,

Phalgunanda Rural Municipality, Office of Rural Municipal Executive

Section 2. Information to Consultants

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 firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal.
- 1.4 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.
- 1.5 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and always hold the Client's interest 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 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.
- 1.6.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

A consultant, who has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.

Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may conflict with another assignment of the consultants.
- 1.6.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client

before preparing the proposal.

1.7 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (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 GoN:

a. defines, for the purposes of this provision, the terms set forth below as follows:

“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

“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.

1.8 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.7 (d).

1.9 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:

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.

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.

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.

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.

Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

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 (Section 3):

A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.

Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

A description of the methodology and work plan for performing the assignment (Section 3D).

The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.

Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

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.

Any additional information requested in the Data Sheet.

Financial Proposal

- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 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 initialed 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 Technical Proposals (QCBS,QBS,FBS, LCBS))

- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 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 coated 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 QCB Sand FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Pf) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 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 its 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 its 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.

Information to Consultants

DATA SHEET

Clause Reference

1.1	The name of the Client is: <u>Phalgunanda Rural Municipality, Office of R u r a l Municipal Executive, Phaktep, Panchthar, Province 1, Nepal.</u> The method of selection is: QCBS
1.2	The name, objectives, and description of the assignment are: Name: Design/Development of Mobile Application/Computer Software and facilitation to operate in Rural Municipality for E-governance (Contract Id No. RFP/01/2079-80) Objectives: To develop 'Different software for e-governance and its operation in rural municipal executive office and its ward as well as sections' to promote E-Governance in Phalgunanda Rural Municipality. (Detail is described in ToR) Description: As described in Terms of Reference (TOR)
1.3	A pre-proposal conference will be held: NA The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Phalgunanda Rural Municipality, Office of R u r a l Municipal Executive Address: Phaktep, Panchthar, Province 1, Nepal. Telephone No. : 9852684384/9852684385 Email: ito.phalgunandamun@gmail.com
1.4	The Client will provide the following inputs: A liaison officers and other clearance from GoN
1.10	The clauses on fraud and corruption in the Contract are: As per PPMO guidelines and prevailing laws of Procurement Act and Regulations.
2.1	Clarifications may be requested 7 days before the submission date The address for requesting clarifications is: Name: Phalgunanda Rural Municipality, Office of R u r a l Municipal Executive Address: Phaktep, Panchthar, Province 1, Nepal. Telephone No. : 9852684384/9852684385 Email: ito.phalgunandamun@gmail.com
3.1	Proposals should be submitted in the following language(s): Nepali or English any one
3.3	(i) Short listed consultants/entity may associate with other short-listed consultants: NO (ii) The estimated number of professional staff-months required for the assignment is: <u>Refer to ToR</u> (iv) The minimum required experience of proposed professional staff is: Refer ToR (vi) Reports that are part of the assignment must be written in the following language(s): Nepali or English any one
3.4	(vii) Training is a specific component of this assignment: Need to train rural municipal staff to run all Application/software (viii) Additional information in the Technical Proposal includes: <u>As described in ToR and the consultant shall provide information about methodology and transfer of knowledge (Workshops, Presentation etc)</u>
3.9	<u>Proposal must remain valid for 90 Days</u>
4.3	Consultants not compulsory to submit additional proposal:

4.4	<p>The proposal submission address:</p> <p>Name: Phalgunanda Rural Municipality, Office of Rural Municipal Executive Address: Phaktep, Panchthar, Province 1, Nepal. Telephone No. : 9852684384/9852684385 Email: ito.phalgunandamun@gmail.com</p> <p>Information on the outer envelope should also include :</p> <p>Project Name : D e s i g n / Development of Mobile Application/Computer Software and facilitation to operate in Rural Municipality for E-governance (Contract Id No. RFP/01/2079-80)</p> <p>Consultant Name: Proposal must be submitted no later than 12.00 AM</p>																																												
4.5	<p>Proposal must be submitted no later than 12.00 AM dated on 2079/11/30</p> <p>Consultant must submit and original one additional copy of each proposal</p>																																												
5.1	<p>The address to send information to the Client is:</p> <p>Name: Phalgunanda Rural Municipality, Office of Rural Municipal Executive Address: Phaktep, Panchthar, Province 1, Nepal. Telephone No. : 9852684384/9852684385 Email: ito.phalgunandamun@gmail.com</p>																																												
5.3	<p>The number of points to be given under each of the evaluation criteria are:</p>																																												
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Section 2. Information to Consultants

(i) General Qualifications		[20]
(ii) Adequacy for the project		[60]
(iii) Experience in similar Sector		[20]
	Total Points:	100

	The minimum technical score required to pass: 70 Note: The team leader must secure minimum marks of 70 otherwise entire proposal shall not be evaluated
5.8	The fixed Budget Ceiling for the assignment is : NA
5.10	The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which <i>Sf</i> is the financial score, <i>Fm</i> is the lowest price and <i>F</i> the price of the proposal under consideration The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.7 P (Financial Proposal) = 0.3
6.1	The address for negotiations is: at the office of Office of Rural Municipal Executive, Phaktep
7.6	The assignment at : Design/Development of Computer/mobile application Software and facilitation to operate in Rural Municipality for E-governance (Contract Id No. RFP/01/2079-80)

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

² Per month, day, or hour as appropriate.

Section 3. Technical Proposal - Standard Forms

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

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Design/Development of Computer/mobile application Software and facilitation to operate in Municipality for E-governance'** (Contract Id No. **RFP/01/2079-80**) in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [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 Ten 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, project construction cost and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

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

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	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	2nd	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	

Section 4. Financial Proposal - Standard Forms

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

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Development of Computer Software and facilitation to operate in Municipality for E-governance'** (Contract Id No. 01/2079-80) in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes except Value Added Tax(VAT), which we have estimated at [Amount(s) in words and figures].

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:

4B. SUMMARY OF COSTS

Costs	Amount(s)
Subtotal	
Total without VAT	
Value Added Tax	
Total Amount of Financial Proposal	

4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input	Remuneration Rate(Rs.)	Amount
Key staff (As per TOR)				
Key Staffs				
IT Engineer				
System Analyst				
Sociologist				
Governance Expert				
Developer				
Networking specialist				
Server Management Expert				
Non Key Staffs				

(Please provide Details of Key and Non Key Staffs)

4E. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In Rs.	Total Amount In Rs.
1	Workshops/Seminars/Trainings/Meetings etc - Events (payment will be done as per actual and approved norms)	Events			
2					
	Total				

4F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Office Rent including operation, equipment etc.				
2	Stationery and Report/Documents Printing, Productions and reporting				
3	Communication (Estimated in LS basis)				
4	Seismological Test (micro tremor survey and site-specific response spectra)				
5	Geo-Technical Investigation				
6	IEE/EIA including Scoping, Preparation of TOR, posting Notices, Hearing, Reports, Meetings, Presentation, Defend all complete				
7					
8					
9					
10					
	Total				

Section 5. Terms of Reference (ToR)

A. Background

Phalgunanda Rural municipality of Panchthar district located in the central hilly part of eastern Nepal, was established in the year 2071. After the promulgation of the Constitution of Nepal, during the state restructuring in the year 2073, this municipality was formed by establishing 7 wards covering most of the rural areas and has a total of 5682 households and a population of 26081. Most of the wards are rural in nature, the main occupation of the citizens here is agriculture. In this context, the rural municipality has proposed to conduct a project with the support of the innovation fund to improve the service delivery and governance of the city and to work on agricultural production and processing and marketing for local economic development by providing services using technology in the service delivery of this local level government. In this context, since it is necessary to develop various electronic systems for the establishment of electronic governance for the internal purposes of the city executive office and for the delivery of civic services for public purposes, a description of the work conditions of this service has been prepared in relation to the service to be provided by the service provider in order to receive consultation services.

B. Objectives of the Assignment

The main purpose of this work is to improve the service delivery and governance process of the municipality through the use of technology; however, its specific purpose is as follows.

- Improving governance and service delivery using electronic systems
- Using technology to improve the service delivery of rural municipalities
- Improving the governance process using electronic systems

C. Summary of System Requirements

c.a The following systems are required to Phalgunanda Rural Municipality, Office of Rural Municipal Executive:

1. Service on grievance handling or management with two-way communication.
2. People can ask for service through system
3. Profile of employee can be kept by using developed software.
4. Detailed Requirements Document describing functional and non-functional requirements. Including e.g., description of system architecture (web-based), hosting, maintenance and support, security protocols and requirements as decided by the municipality.

c.b Under the overall guidance of the focal or liaison officer and under direct supervision by the Management the Consultant will undertake the following:

- User Requirements analysis and finalization of System Requirements Specifications
- Production of System Design Documents, in conformance to recommended and widely used Software Design Principles such as Object-Oriented Design
- Translate user requirements and design into software program. Development will take a modular approach with sign-off from the client required at each stage
- Work on change requests to update software programs as required Prepare test plan, test scripts, execute Use Acceptance Testing and record results. Fix any issues and bugs found in testing and during the first year of the system.
- Prepare Technical Software Documentation, User Guides and User Manuals.
- Train technical staff on how the code is written and how the system works and deliver end-user training

- Service level agreement for maintenance and support services with first year of support.
- Develop Business Continuity Plan for the system

c.c Required System

- Software Design for Sifaris(required).
- Database development for Red Cherry Pepper Chilli, Kiwi and Orange Farmers(required).
- Mobile Application Design for Digital Signage Board and all the software's in use within the Rural Municipality (required).
- Integrate Online Nagarik Wada Patra within the mobile application.

(Note: For any perplexity within any above points you all are free to contact the office.)

c.d The software systems mentioned in c.c should mainly have the following features and arrangements

- Organization structure
- Hierarchy of employee or position
- Office calendar
- Special day and festival day management
- Personal details of the employee
- Staff and office information
- Detail Information of individual and Institutional
 - Appointment
 - Promotion
 - Transfer
 - Rewards and punishments
 - Resignation/retirement
- Grade management of staff
- Payroll
- Personal information management of elected representatives
- Online application for service
- A public mobile application that can be used to send information about citizens' charters, tax bills, budgets, citizens' complaints suggestions, complaints suggestions and can be submitted online.
- Having an in-house mobile application where online orders and recommendations can be accepted;
- Helpful in making the office paperless
- Anyone with basic computer skills can easily operate the system.
- Tole and User committee/organization managed
- Manageable family details
- Minimum social data management and use
- Protection and use of personal information
- All taxes and non-taxes within the jurisdiction of the local level can be protected, processed, managed and used through a single system
- Procedures should be created with clear guidelines regarding the formation and operation of agricultural groups at the ward and municipality levels
- Conduct online training
- Use of technology in user committee registration, scheme agreement, operational information management and monitoring
- Services provided the institution.
- Complete details of the farmers including the products including GIS Mapping of their home location and Mapping of the Farmers Group or Cooperative they are associated to.

In case of other features, it will be prepared according to the agreement of both parties during the work contract

System Architecture

With the vision to promote the knowledge base society providing the transparent citizen service Phalgunanda Rural Municipality has planned to developed the integrated single window common platform management information system to incorporate the data of the different individual system developed by the multiple vendors. For the simple purpose also the current ICT based system need to login in the different software system to track the record of it's citizen which is tedious and need to spend lot of the time login in different system. So this purposed system will have the Single Sign-on concept i.e. one individual login will able to access the data from the different operational system in the municipality. The data will be accessed through the API using Privilege Access mechanism to access and permissions for users, accounts, processes, and systems across an IT system in the Phalgunanda Rural Municipality. Enterprise Service Bus architecture are used for the interpretability communicate with the current existing system and the data are staged in the centralized database server of municipality and GIDC/G-cloud with the backup. The proposed Common single window system will be built in a scalable architecture with the vison of the integration of the other future system the will be integrated by the municipality. Over the top of the this system content management system including the API management will be developed to control the data management and user's role. The system will contain super admin, admin, officers and ward level access for the system use. The data and information shown in the dashboard are according to user level and need. The data gathered from the API are preprocessed in the staging database and from the implementation of Business Integration tools for the extraction of the knowledge in the form of the graph, charts in the info graphics are displayed in the dashboard. The dashboard should give the user an overview of the various activities in the Phalgunanda Rural Municipality integrated system. It should provide access to main functions of the system. Important components of the dashboard are to provide different information according to user. The dashboard shall be customized according to the user involved like Mayor, Deputy Mayor, Chief Administrative Officer, and Section Officer and So on. The content and information in the web portal are control through the content management system(CMS).

Mobile application will help the individual to be up to date about the municipality activities. To capture the feedback from the users and notify it will play a vital role. SMS gate way will be also integrated in the system to send the alert message to the registered citizens of the municipality. Notification will be alerted through the mobile app of the municipality.

Data Integration

Phalgunanda Rural Municipality has been operating various systems among which following systems are identified for data integration with developed system for evidence-based information Collection. Using Integration Method of API should integrate every system used within the Rural Municipality. For the information of the system in use you all are dully welcome to contact the office.

Development Approach

The consulting firm will work in close coordination with the Municipality team, and relevant stakeholders to build the common platform system as described in System architecture .The detail analysis of the current status and gap in current ICT system used shall be carried out in the vision of the Digital Nepal Framework . Understanding current ICT systems in municipality and formulating common platform system for local governance shall be developed .The consulting firm shall implement activities as planned , agreed with close consultation and coordination with Phalgunanda Rural Municipality and follow technical input support. The system should be single window solution for easy and efficient service delivery of municipality focusing on the integration as described in Data Integration. Series of workshop will be conducted to empower the municipality officials stakeholders regarding the delivery of the developed system impacting overall governance of the Phalgunanda Rural Municipality.

Functional requirements

Application Architecture

- The system should be able to maintain activity and transaction logs.
- Document in every phase should be saved in unalterable format in the database which can be read by the system when required. This will facilitate government audit log.
 - System design should be modular and dynamic to accommodate future exchanges and development.
- System design should have exception handling and error reporting mechanisms,
- System design should be such that the System configuration setting is fully customizable.

Integration Architecture

- The system shall be based on Service Oriented Architecture (SOA) or better.
- System design should be able to interchange data with other government systems.
- All the communication should be recorded in the raw format along with date and time of communication.

Transaction log Management

Transaction logs should be stored in the database history table which should be associated with each table developed and subsequent sequence number must be mentioned. Such a history table should be readable by the system only and modification from the database should not be allowed.

Workflow management

- Workflow management should be dynamic and must be configurable.
- Field level modification of mandatory, optional and prohibited must be configurable.
- Business logic must be customizable from the GUI interface.

Web Portal

The system shall have a web portal or website that compiles data from many sources dependent and independent including those found on musicality websites another system databases, uniformly and for the easy access for the general public. Web portal must include the information of the Phalgunanda Rural municipality with progress of the targeted schedule work and informatics graphical icon with graph and chart that help normal user clear understand the content.

The web portal shall provide the necessary level of securely available APIs that allow developers to consume the data for mobile apps and link them with other survey tools to collect data or expose it to other information portal with the permission of the municipality.

Common Information System

This system must have several streams of data or information from diverse sources, including embedded sources from Phalgunanda Rural municipality systems. The data integration includes, but is not limited to, data from different information systems.

- Links to these various data sources will be provided via this module, which will be a shared information system. While developing integration data security rule and regulation according GEA must taken into account. Since various software will be in integrated in a single common platform for gathering data, including private and sensitive data, stakeholder engagement will be essential to ensuring that information flows are maintained securely and that the organizations involved can have confidence that their data will be handled securely and sensitively. The data required to store in the database from API and data privacy rule shall be suggested by the consulting firm and

decision will be taken by the municipality officials .

- **Dash boarding and Data Visualization:**

Data Storytelling; Filtering; Drill-Down and Drill-Up Capabilities; Geospatial Visualizations and Maps etc

- Data Management

- Reporting: Managed Reporting, Conditional Formatting, Interactive Reporting, Ad Hoc Reporting, Auto-Schedule Reports, Built-in Alerts, Reports Exporting, Reports Versioning.

- Data Analysis Statistical and Regression Analysis, Time Series Analysis and Forecasting, Predictive Analytics ,Web Analytics, Geo location Analysis; Advanced Data Analysis using appropriate tool

- Extensibility, Availability & Scalability: Dynamic Scaling, High Availability, Fault Tolerance, API Extensibility

Mobile APP

People are now more likely to use tablets, smart phones, or any other mobile device with technical advancements. There is nothing incorrect with saying that this app marketplace has made it easier for people to obtain any information and helps them to stay connected to their work on demand. So, A mobile app shall be designed, developed, tested, and made readily available for the installation on the tablets for the purpose of the user's and citizen's of the municipality. The mobile app will enable user verification and validation campaigns at local level in both online and offline scenarios to get updates and notification from the municipality Further, the mobile app shall implement specific(role based user services) and general user services(Services available for general citizens by simply downloading the app from cloud. General Citizens query their own information and register, get notifications and track their information . The general services of the municipality shall be incorporated in the mobile app.

User Role Access

There should be a User Role Access module for handling the creation, update and disabling of the users. The roles and authorization details should be dynamic and should be provided from the User Interface itself. Role-Based Access Control (RBAC) provision should be provided for all the users. Passwords should be saved in the encrypted format in the database.

The scope is defined as following and not limited to:

- No limitation to the creation of the new user
- Configuration of centralized authentication server so that all systems and applications can use.

Log Records (Audit Trail):

All the activities done by the users should be recorded in the database along with this username, role, time-stamp, IP details and other necessary parameters. Proper Audit log reports should be generated from the User Interface itself. Previous values and current values with proper displays should be shown in the report. Log management interface must be design and developed. Audit trail activity help should be available for administrators and managers to review all actions performed by all the users.

- **API Management**

Data from the different sources must be control through the API management tool . The system user shall easily control on the integrated system to access the date from the other running system

of the municipality

Non-functional Requirements

Language Selection

User Interface and error message handling

Web Security Controls

Data Security, Access, and Authentication

System Installation, Configuration and Data Hosting and Backup

Sizing, performance and scalability

Project management

Version Control

Availability

Reliability

Application Maintainability

Third Party Licenses

Performance

The system must be responsive and user-friendly

The application must support Multi Languages

The language to interact/interface will be Nepali Unicode in addition to English

The system must follow all the standards and guidelines provided by GEA and NeGIF.

Interoperability: The system should be able to share data as an API to other systems and vice versa

D. Deliverables and Payment Schedule

Payments will be made upon certification of the successful completion of deliverables shown below.

Deliverables

- Requirement's analysis document, Software development plan: detailed project work plan, with milestones with inception report.
- Developed system as mentioned above **c.c** with all features mentioned in **c.d**.
- Prepare user Guides and User Manuals and conduct training
- System Implementation and final report

Payments

Payments will be made in accordance with the schedule of payment below.

Deliverables	Expected Due Date¹	Percentage of payment
1. Submission and Acceptance of final specification of platform with various units as an inception report	2079/12/18	20%
2. Submission and Acceptance of the first version of all software which has been presented to personnel with report	2080/01/03	40%
3. Submission and Acceptance of successful testing and acceptance of the Platform with report	2080/01/20	30%
4. Submission and Acceptance of maintenance training for digital team with final report	2080/01/25	10%

E. Evaluation Criteria

The evaluation will be made by desk review with the option of interviewing the candidate after the finalization of the process to make the final offer. The desk review will be performed against a set of

criteria indicated in the table below as “Technical Evaluation”.

Criteria	Criteria Description	Score
Minimum criteria to be eligible for the consultancy		70
Specific experience of the consultants related to the assignment	<ul style="list-style-type: none"> • Minimum of 5 years' experience in web-based applications development • Proven experience in developing software using platforms and frameworks • Experience in online deployment scenario and available controls and functions. • Proven experience and knowledge in Programming Languages (e.g., C#, C++, Java script or PHP. • Proven previous experience in API programming (NodeJS /PHP...) • Proven previous experience in developing compelling data visualizations • Experience in developing SharePoint applications • Previous experience working with municipality/rural municipality or other government agencies is an asset. 	25
Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	<ul style="list-style-type: none"> • Understanding of objectives and ToR • Quality Assurance Plan • Quality of Methodology • Innovativeness 	10
Qualifications and competence of the key staff for the Assignment	<ul style="list-style-type: none"> • Team Leader: IT Engineer -15 <ul style="list-style-type: none"> ○ Master in IT with 15 years of experience in system development, analysis. 100% ○ Master in IT with 10 years of experience in system development, analysis. 50% ○ Master in IT with less than 10 years of experience in system development, analysis. 30% • System Analyst-10 <ul style="list-style-type: none"> ○ Master in IT with 15 years of experience in system development, analysis. 100% ○ Master in IT with 10 years of experience in system development, analysis. 50% ○ Master in IT with less than 10 years of experience in system development, analysis. 30% • Sociologist-10 <ul style="list-style-type: none"> ○ Master in sociology with 15 years of experience. 100% ○ Master in sociology with 10 years of experience s. 50% ○ Master in Sociology with less than 10 years of experience. 30% • Governance Expert-10 <ul style="list-style-type: none"> ○ Master's in law or any related field with 15 years of experience. 100% ○ Master's in law or any related field with 10 years of experience. 50% ○ Master's in law or any related field with less than 10 years of experience. 30% • Developer-5 <ul style="list-style-type: none"> ○ Bachelor in IT with 15 years of experience in system development. 100% ○ Bachelor in IT with 10 years of experience in system development. 50% ○ Bachelor in IT with less than 10 years of experience in system development. 30% • Networking specialist -5 <ul style="list-style-type: none"> ○ Bachelor in IT with 15 years of experience in Networking. 100% ○ Bachelor in IT with 10 years of experience in Networking. 50% ○ Bachelor in IT with less than 10 years of experience in Networking. 30% • Server Management Expert-5 <ul style="list-style-type: none"> ○ Bachelor in IT with 15 years of experience in Server Management. 100% 	60

	<ul style="list-style-type: none">○ Bachelor in IT with 10 years of experience in Server Management. 50%○ Bachelor in IT with less than 10 years of experience in Server Management. 30%	
Knowledge Transfer	Suitability of the transfer of knowledge program (training).	5

Please note that financial evaluation will account for 30% of the weighed score as indicated in the table below.

Evaluation Method	Score	Comments
Technical	70%	70% as part of the overall grading of 100%
Financial	30%	The lowest offer will be awarded 30% while the other offers will be weighed against the lowest offer as per procurement act and regulation.
Overall	100%	Only consultant qualifying for the minimum criteria will be eligible for the additional technical qualifications. Then a consultant scoring of at least 80% will have its financial offer assessed and cumulated to the technical evaluation score. The candidate having the highest combined score will be awarded the consultancy.

F. The following documents shall be required from the applicants:

1. **Personal CV**, indicating all past positions held and their main underlying functions, their durations (month/year), the qualifications, as well as the contact details (email and telephone number) of the Candidate, and at least three (3) the most recent professional references of previous supervisors.

Approval

This TOR is approved by:

Signature: _____

Name: _____

Date: _____

Designation: Chief Administrative Officer

CONTACT ADDRESS

Phalgunanda Rural Municipality
 Office of Rural Municipal Executive
 Phaktep, Panchthar, Province-1
 Telephone No. : 9852684384/9852684385
 Email: ito.phalgunandamun@gmail.com

INSTRUCTION TO CONSULTANT

Technical Proposal shall be evaluated on the basis of information duly provided by the Consultant. Information must be supported by relevant evidences such as certificates or concerned link otherwise that proposal shall be non-responsive.

The consulting firm must include a team leader having minimum qualification mentioned in the evaluation criteria. That he/ she must have degree and qualification as mentioned above. Failing to provide a **Team Leader** having these minimum qualities will result in the proposal submitted by **the consulting firm invalid and shall not be evaluated.**

In all other cases, of the key staffs designated for the proposed assignment, if the consultant's proposal does not meet the minimum criteria, consultant's proposal shall still be considered valid and shall duly be evaluated. However, in such case where the proposed staff's quality lacks the minimum criteria the firm's proposal in that case shall be awarded zero score.

Section 6. Standard Form of Contract



Government of Nepal
Phalgunanda Rural Municipality
Office of Rural Municipal Executive
Province 1, Nepal.

Request for Proposals

Procurement of Consulting Services

for

Design/Development of

Computer/mobile application software and facilitate to

operate in Rural Municipality for E-Governance.

(Contract Id No. **RFP/01/2079-80**)

Magh 2079 (January 2023)

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I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, Phalgunanda Rural Municipality, Office of the Rural Municipal Executive, Panchthar, Province 1, Nepal. (hereinafter called the "Client") and, on the other hand, [..... name of consultants] (hereinafter called the "Consultants").

[Note: *If the Consultants consist of more than one entity, the above should be partially amended to read as follows:* "...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, [name of consultants] and [name of consultants] (hereinafter called the "Consultants")."]³

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

- Appendix A: Description of the Services
- Appendix B: Reporting Requirement
- Appendix C: Key Personnel and Sub consultants
- Appendix D: Duties of the Client
- Appendix E: Cost Estimates in NRS
- Appendix F: Form of Guarantee for Advance Payments
- Appendix G: Minutes of Negotiations Meetings

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

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

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

For and on behalf of [name of client]

[Authorized Representative]

³ Text in brackets is optional; all notes should be deleted in final text.

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- “Applicable Law” means the laws and any other instruments having the force of law in Nepal, as they may be issued and in force from time to time;
- “Government” means Phalgunanda Rural Municipality.
- “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- “GCC” means these General Conditions of Contract;
- “Donor” means the organization offering grant to Phalgunanda Rural Municipality;
- “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside Nepal; “Local Personnel” means such persons who at the time of being so hired had their domicile inside Nepal; and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a);
- “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- “Sub consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;
- “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.
- 1.2 Relation between the Parties** Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 Law** This Contract, its meaning and interpretation, and the relation

Governing Contract	between the Parties shall be governed by the Applicable Law of Nepal.
1.4 Language	This Contract has been executed in the Nepali English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Headings	The headings shall not limit, alter or affect the meaning of this Contract.
1.6 Notices	<p>1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.</p> <p>1.6.2 Notice will be deemed to be effective as specified in the SCC.</p> <p>1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.</p>
1.7 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Nepal or elsewhere, as the Client may approve.
1.8 Authority of Member Charge	In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.9 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.
1.10 Taxes and Duties	Unless otherwise specified in the SCC, the Consultants, Sub consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.
2. Commencement, Completion, Modification and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
2.2 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void,

	and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services	The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
2.5 Variation	Variation of the terms and conditions of this Contract, including any variation of the scope of the Services, may only be made by written agreement between the Parties however, each Party shall give due consideration to any proposals for variation made by the other Party.
2.6 Force Majeure	
2.6.1 Definition	<p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
2.6.2 No Breach of Contract	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
2.6.3 Measures to be Taken	<p>A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such</p>

event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time(EoT)

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Client's failure to provide facilities in time as per the contract

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

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

2.6.5 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

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

2.8 Termination

2.8.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants. (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC 2.8.1, terminate this Contract:

if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;

if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

2.8.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.8.2, terminate this Contract:

if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.
2.8.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or GCC 2.9.2 hereof, the Client shall make the following payments to the Consultants:</p> <p>remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and</p> <p>except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.</p>
2.8.6 Disputes about Events of Termination	If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.8.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within thirty(30) days after receipt of notice of termination from the other Party, shall settle the dispute pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance	The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.
3.1.2 Law Governing Services	The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

3.1.3 Application of Procurement Law	If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.
3.2 Conflict of Interests	
3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.	The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
3.2.2 Consultants and Affiliates Not to Engage in Certain Activities	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	The Consultants shall not engage, and shall cause their Personnel as well as their Sub consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities: during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and after the termination of this Contract, such other activities as may be specified in the SCC.
3.3 Confidentiality	The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
3.4 Liability of the Consultants	Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
3.5 Insurance to be Taken Out by the Consultants	The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC, and (ii) at the

Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 3.6 Accounting, Inspection and Auditing** The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and, where applicable
- 3.7 Consultants' Actions Requiring Client's Prior Approval** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
 - entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- any other action that may be specified in the SCC.
- 3.8 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.9 Documents Prepared by the Consultants to be the Property of the Client** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 3.10 Equipment and Materials Furnished by the Client** Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Consultants' Personnel and Sub consultant

- 4.1 General** The Consultants shall employ and provide such qualified and experienced Personnel and Sub consultants as are required to carry out the Services.
- 4.2 Description of Personnel** The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.
- 4.3 Approval of Personnel** The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data .
- 4.4 Removal and/or Replacement of Personnel** Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. Obligations of the Client

- 5.1 Access to Site** The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Phalgunanda in respect of which access is required for the performance of the Services. .
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 6.1(b).
- 5.3 Services, Facilities and Property of the Client** The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.
- 5.4 Payment** In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. Payments to The Consultants

6.1 Cost Estimates; Ceiling Amount	<p>An estimate of the cost of the Services payable in NRs is set forth in Appendix E.</p> <p>Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in NRs specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.</p> <p>Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
6.2 Remuneration and Reimbursable Expenditures	<p>Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.</p> <p>Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.</p>
6.3 Currency of Payment	<p>All payments to the Consultant for the performance of the services shall be made in the NRS.</p>
6.4 Mode of Billing and Payment	<p>Billings and payments in respect of the Services shall be made as follows:</p> <p>The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.</p> <p>As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC</p>

6.3 and 6.4 for such month or completed task.

The invoice format shall be as agreed between the client and the consultants.

The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within *thirty (30)* days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory *forty-five (45)* calendar days after receipt of the final report and final statement by the Client unless the Client, within such *forty-five (45)* day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within *ninety (90) calendar days* after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- e. All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

6.5 Retention

- a. The Client shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.
- b. One half of the retention shall be repaid by the Client to the consultant at the time of the payment of the Final Bill pursuant to GCC Clause 6.4 (d)
- c. The remainder of the retention shall be paid by the Client to the consultant within 15 days after submission of an evidence document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

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

7. Fairness and Good Faith

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

7.2 Operation of the Contract The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8 hereof.

8. Settlement of Disputes

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

8.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator by either Party within 15 days after the amicable settlement period of 30 days.

3. Appointment of the Adjudicator

a. The Adjudicator, shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.

b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request

8.4. Procedures for Disputes

- a. If a dispute is referred to the Adjudicator pursuant to GCC Clause 8,2 then the the Adjudicator shall give a decision in writing within 30 days of receipt of a reference of the dispute. _
- b. The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Consultant, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.
- c. In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by Nepal Council of Arbitration.

9. Remedies for Breach of Contract

Without prejudice to any other right of the Client under this Contract, there medias available to the Client in the event of breach of the Contract by the Consultant are as follows:

- a. rejection of defective performance,
- b. prompt replacement and correction of defective services,
- c. application of liquidated damages for delay as per the provision of the Contract,
- d. termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,
- e. recovery for consequential damages;
- f. such other remedies as may be available pursuant to the contract or to applicable law.

10. Conduct of Consultants

- 10.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 10.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
 - 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 proceeding.
- 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

11. Blacklisting Consultant

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

- A. if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
- B. if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- C. if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- D. if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.

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

III. Special Conditions of Contract

Number Of GCC Clause	Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract
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1.6.1	The addresses are : Client: Phalgunanda Rural Municipality, Office of Rural Municipal Executive Address: Panchthar, Province 1, Nepal.
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Consultants:
Address:
Attention:
Cable address:
Telex:
Facsimile:
E-mail:

1.6.2	Notice will be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission; (c) in the case of telegrams, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission; and (d) in case of E-mail, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission.
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1.8	The Member in Charge is <i>[name of member]</i> . Note: <i>If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SCC 1.8 should be deleted from the SCC.]</i>
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1.9	The Authorized Representatives are: For the Client: Phalgunanda Rural Municipality, Office of the Rural Municipal Executive
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For the Consultants: _____

2.2 The time period shall be or such other time period as the parties may agree in writing.

2.3 The time period shall be *15 days* or such other time period as the parties may agree in writing.

2.4 The time period shall be *36 months* or such other time period as the parties may agree in writing.

3.2.3(b) ***Not Used***

3.4

“3.4 Limitation of the Consultants’ Liability towards the Client

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.”

3.5 The risks and the coverage’s shall be as follows:

- a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Consultants or their Personnel or any Sub consultants or their Personnel, with a minimum coverage of *[amount]*;
- b. Third Party liability insurance, with a minimum coverage of *NRS 1000000*;
- b. professional liability insurance, with a minimum coverage of *1000000*;
- b. employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any

	such life, health, accident, travel or other insurance as may be appropriate; and
	b. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
3.7(c)	The other actions are: “(i) taking any action under a IT works contract designating the Consultants as “Engineer,” for which action, pursuant to such IT works contract, the written approval of the Client as “Employer” is required.”
3.9	<ul style="list-style-type: none"> • “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.” • “The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
6.1(b)	The ceiling in NRs is: <i>[amount]</i>
6.4(a)	Not Used
6.4(c)	The interest rate is: <i>Not Used</i>
6.4(e)	The account is:
6.5 a)	Retention : 5 % of the invoice amount
6.6	Liquidated Damages : at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement
8.3 Appointment of the Adjudicator	Appointing Authority: Nepal arbitration Council, NEPCA
8.4(b)	The Adjudicator's rate is: <i>[insert a l u m p s o m amount]</i>
8.4 (c)	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators.</p> <p>Each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Nepal Arbitration Council (NEPCA) and the arbitration proceedings</p>

shall be conducted in accordance with the rules of procedure for arbitration of **NEPCA**.

2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
3. Miscellaneous. In any arbitration proceeding hereunder:
 - (a) proceedings shall, unless otherwise agreed by the Parties, be held in **Kathmandu or Panchthar Nepal**;
 - (b) the **Nepali and or English** language shall be the official language for all purposes; and
 - (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Model Form IConsulting Firm:
Assignment:Country:
Date:**Consultants' Representations Regarding Costs and Charges**

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

(Expressed in *[name of currency]*)

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

¹ Expressed as a percentage of (a).

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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



Model Form II

Breakdown of Agreed Fixed Rates in Consultants' Contract

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

(Expressed in [name of currency])

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

Signature _____

Date _____

Name: _____

Title: _____

IV. Appendices

Appendix A—Description of the Services

Please refer TOR

Appendix B—Reporting Requirements

Please refer TOR

Appendix C—Key Personnel and Sub consultants

Please refer TOR

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

Appendix D—Duties of the Client

List under: F-1 Please refer TOR

Appendix E—Cost Estimates in NRs

List hereunder cost estimates in NRs:

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

Appendix I—Form of Bank Guarantee for Advance Payments

(Not Applicable)

APPENDIX J—MINUTES OF NEGOTIATIONS MEETINGS

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