



**AGRICULTURE AND FORESTRY UNIVERSITY
FACULTY OF AGRICULTURE
COLLEGE OF NATURAL RESOURCE MANAGEMENT
Bardibas-6, Mahottari**

Request for Proposals

**Consulting Services for Construction
Supervision of Academic Building.**



Section 1. Notice

Invitation for Proposal
AGRICULTURE AND FORESTRY UNIVERSITY (AFU)
Faculty of Agriculture
College of Natural Resource Management -Bardibas
Mahottari
Madhesh Province, Nepal

Invitation for Proposal No: PS-01/2079/080CNRM-B
First Date of publication: **29th June, 2023**

1. **College of Natural Resource Management -Bardibas Mahottari** invites sealed Proposals from eligible and qualified **Consulting Service for Construction Supervision of Academic Building, Bardibas, Mahottari.**
2. The Bidding Procedure is Single Stage, Two Envelope Procedure, Bidders are required to submit simultaneously two separate sealed envelopes, one containing (i) the Technical Proposal and the other (ii) the Price Proposal, both in turn enclosed in one sealed envelope.
3. Eligible Consultants/Bidders may obtain further information and inspect the RFP Documents at the **College of Natural Resource Management -Bardibas, Mahottari.**
4. A complete set of RFP Documents may be downloaded **from <https://www.afu.edu.np>** or may be obtained before **17:00 hours, 13th July, 2023;** from the **College of Natural Resource Management -Bardibas Mahottari** by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, copy of Business License, VAT/PAN registration certificate, Tax clearance certificate FY 2078/079.
5. Sealed Proposals must be submitted to the **College of Natural Resource Management - Bardibas Mahottari** on or before **12:00 hours, 14th July, 2023.** Proposals received after this deadline will be rejected.
6. The Technical Proposal will be opened in the presence of Bidders' representatives who choose to attend at **14:00 hours, 14th July, 2023** at **College of Natural Resource Management - Bardibas, Mahottari**
7. A firm will be selected under QCBS selection Method and procedures described in this RFP.
8. If the last date of purchasing and /or submission falls on a Government holiday, then the next working day shall be considered as the last date.

Section 2. Information to Consultants¹

- 1.1 Introduction
 - 1.1 The Client named in the Data Sheet will select a consultant among all interested consultants, in accordance with the method of selection specified in the Data Sheet.
 - 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
 - 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
 - 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
 - 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
 - 1.6 Collage Of Natural Resource Management policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
 - b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

¹ This Information to Consultants section shall not be modified. Any necessary changes, acceptable to client (**Collage Of Natural Resource Management**) or the Donor, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions

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

1.8 It is the Collage Of Natural Resource Management's policy to require its implementing agencies, as well as consultants under Collage Of Natural Resource Management financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Collage Of Natural Resource Management:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by Collage Of Natural Resource Management accordance with the above sub para. 1.8 (d).

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

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation

of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

3. Preparation of Proposal

Technical Proposal

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

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

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

- i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.
- ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

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

assignment, contract amount, and consultant's involvement.

- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (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

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



Opening of Proposals

correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

Evaluation of 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 costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

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

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

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

6. Negotiations

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The

agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying 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/University 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 Collage Of Natural Resource Management and or the concerned donor agency.

Information to Consultants

DATA SHEET

Clause Reference

1.1	<p>The name of the Client is: College Of Natural Resource Management, Bardibas -6, Mahottari, Madhesh Province, Nepal</p> <p>The method of selection is: QCBS</p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name : Consulting Service for Construction supervision of Academic Building of College Of Natural Resource Management- Bardibas -6, Mahottari, Madhesh Province, Nepal</p> <p>Objectives:According to ToR</p> <p>Description:According to ToR</p>
1.3	<p>A pre-proposal conference will be held: No</p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Name: Abhisek Shrestha, Principal</p> <p>Address: College Of Natural Resource Management, Bardibas -6, Mahottari, Madhesh Province, Nepal</p> <p>Telephone No. : 9842085839</p>
1.4	<p>The Client will provide the following inputs: According to ToR</p>
1.10	<p>The clauses on fraud and corruption in the Contract are:As per PPMO Contract Document, PPA, PPR, University Directives/Guidelines, Collage Decision and prevailing procurement laws.</p>
2.1	<p>Clarifications may be requested 7 Days before the submission date</p> <p>The address for requesting clarifications is: College of Natural Resource Management, Bardibas -6, Mahottari, Madhesh Province, Nepal</p> <p>Facsimile: Email:</p>
3.1	<p>Proposals should be submitted in the following language(s): English</p>
3.3	<p>(i) Short listed consultants/entity may associate with other short listed consultants: [insert Yes ___ No ___] No</p> <p>(ii) The estimated number of professional</p>

	<p>staff-months required for the assignment is: According to ToR</p> <p>The minimum required experience of proposed professional staff is: According to ToR</p> <p>(vi) Reports that are part of the assignment must be written in the following language(s): English</p>																																
3.4	<p>(vii) Training is a specific component of this assignment: No</p> <p>(viii) Additional information in the Technical Proposal includes: According to ToR</p>																																
3.9	Proposals must remain valid 90 days after the submission date.																																
4.3	Consultants must submit an original and One additional copies of each proposal:																																
4.4	<p>The proposal submission address: College of Natural Resource Management, Bardibas-6, Mahottari, Madhesh Province, Nepal</p> <p>Information on the outer envelope should also include : Consulting service for Construction supervision of Academic Building of College of Natural Resource Management, Bardibas -6, Mahottari, Madhesh Province, Nepal</p>																																
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5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the consultants related to the assignment:</td> <td style="text-align: right;">Maximum 16</td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference:</td> <td style="text-align: right;">Maximum 20</td> </tr> <tr> <td style="padding-left: 20px;">a. Understanding the TOR</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="padding-left: 20px;">b. Quality of Methodology</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="padding-left: 20px;">c. Methodology</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(iii) Qualifications and competence of the key staff for the proposed Assignment</td> <td style="text-align: right;">Maximum 60</td> </tr> <tr> <td style="padding-left: 40px;">Team Leader (Architect/Civil Engineer)</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 40px;">Civil Engineer</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">Structural Engineer</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">Electrical Engineer</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">Sanitary Engineer</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(iv) Suitability of the transfer/ sharing of knowledge program (training)</td> <td style="text-align: right;">Maximum 4</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points:100</td> </tr> <tr> <td colspan="2" style="text-align: right;">Maximum points to be awarded = 100</td> </tr> <tr> <td colspan="2" style="text-align: right;">The minimum technical score required to pass/ qualify: 60</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the consultants related to the assignment:	Maximum 16	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference:	Maximum 20	a. Understanding the TOR	5	b. Quality of Methodology	5	c. Methodology	10	(iii) Qualifications and competence of the key staff for the proposed Assignment	Maximum 60	Team Leader (Architect/Civil Engineer)	20	Civil Engineer	10	Structural Engineer	10	Electrical Engineer	10	Sanitary Engineer	10	(iv) Suitability of the transfer/ sharing of knowledge program (training)	Maximum 4	Total Points:100		Maximum points to be awarded = 100		The minimum technical score required to pass/ qualify: 60	
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MAHOTTARI

5.10	The formula for determining the financial scores is the following: $S_f = 100 \times F_m/F$, <i>in which 's' is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</i> The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8, and P (Financial Proposal) = 0.2.
6.1	The address for negotiations is: College of Natural Resource Management, Bardibas -6, Mahottari, Madhesh Province, Nepal
7.6	The assignment is expected to commence on <i>According to Notice</i>



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 [Title of consulting services] 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 Five Years That Best Illustrate Qualifications

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

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

Consultant's Name: _____



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, 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. Mid Term 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 [Title of consulting services] 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

SN	Particulars	Unit	Quantity	Rate (excluding VAT)	Amount (excluding VAT)
1	Consultancy Fee Construction Phase (for Construction Supervision)	Months	18	.....	.....
2	Consultancy Fee Post Construction Activity (After the Maintenance Period)	Job	1		
	Total excluding VAT				.....
	VAT 13%				.....
	Grand Total				.....



4C. BREAKDOWN OF PRICE PER ACTIVITY²

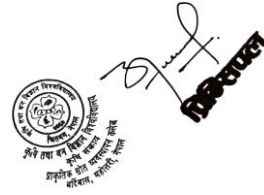
Activity No.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

²The client may choose to request Forms 4C, 4D, 4E and 4F for the entire assignment, as opposed to each Activity No. as shown. Forms should only be requested for each Activity No. if such detail is essential to the evaluation, bearing in mind it will introduce a substantial level of detail for the client to analyze.



4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input	Remuneration Rate(Rs.)	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____



4E. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In Rs.	Total Amount In Rs.
1.	Air flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ³				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____
					-

³ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.



4F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost between _____ and _____ (telephone, telegram, telex, email)				
2	Drafting, reproduction of reports				
3	Equipment: vehicles, computers, etc.				
4	Software				
	Grand Total				





Section 5. Terms of Reference

Consulting Service for Construction supervision of Academic Building of College of Natural Resource Management - Bardibas, Mahottari.

1. Background

The **Agriculture and Forestry University (AFU)** was established in Rampur, Chitwan, Nepal in 2010 which is the first technical university in the country. The university aims at producing highly skilled human resources required to work on quality research and development in agriculture. It aims at all round development of agriculture, livestock, aquaculture and forestry which would raise the socio-economic conditions of rural people through quality teaching, research and extension. The mission of Agriculture and Forestry University is to produce competent manpower to promote education, research and development in agriculture, veterinary, fisheries, forestry and allied disciplines.

This university was founded merging Rampur Campus, Institute of Agriculture and Animal Science (IAAS) and Forestry Campus, Hetauda of the Institute of Forestry of Tribhuvan University of Nepal. In addition to the existing academic programs, the university has started 4 years B.Sc. Fisheries, M.Sc. in Biotechnology, M.Sc. in Weed Science, M.Sc. Seed technology, M.Sc. Agribusiness Management and Ph.D. programs in Developmental Studies.

AFU has started College of Natural Resource Management, a constituent college at Purunchar Kaski, Pokhara on 2016. In the academic year 2017/18 we are establishing College of Natural Resource Management, Marin Kapilakot, Sindhuli. In addition 9 other constituent colleges are on pipeline for the establishment of B.Sc. Agriculture and B.Sc. Forestry program. AFU has planned to establish B.Sc. Agri. Engineering, B.Sc. Horticulture and Master in Dairy Technology in the near future.

AFU has already established Agriculture Science Center (ASC) in Palung on 2016 and is in the process of establishing 3 other ASC at Kalikot, Gorkha and Dhading. These centers will demonstrate the new technologies to the farmers and acts as the platform for training and research activities. LEE (Learning Experiential Exposure) program is started in B.Sc. Ag. and B.Sc. Forestry from this year in the last Semester. Prime Minister Agricultural Modernization Project (PMAMP) of Ministry of Agriculture Development is supporting this program by sending the students in Zones and Super-zones. In addition AFU is conducting Animal Health Camp, Plant clinics and IPM schools in the farmer's field. AFU has also installed Seed processing plant and is producing quality seeds to the farmers.

The university has 107 faculty members and 255 support staffs at this moment. The current student strength consists of 1883 including 1471 undergraduate students, 367 M.Sc. students and 45 Ph.D. Scholars in different disciplines. Nearly 35 % students are girl students.

The faculty members of the university are involved in different research and developmental activities with the support of national and international institutions and agencies. They focus their research works on increasing production and productivity of agricultural commodities, post-harvest technology, improving self-life of food products, biodiversity conservation, and local innovation adopting participatory approaches to enhance sustainable livelihood systems of farming communities. The postgraduate students are contributing thesis researches to generate knowledge and technologies to address the issues of agriculture, livestock and forestry in the nation.

Huge attraction is there to study Agriculture in Nepal. Improving society's awareness on the role of agriculture in our daily lives can greatly improve the image of the sector in general and therefore the amount of students choosing this particular field of study is increasing every year.

At present, the various class rooms, farm buildings, laboratories, student dormitories and residential buildings need renovations. In this regard, during the construction of Academic building, construction work is underway in Bardibas Municipality in Mahottari district in Madhesh province.

2. Objective

Objective of hiring consulting service is to monitoring and Supervision of the Academic building construction work and manage the contract administration work.

3. Scope of the Work

The Consultant shall act on behalf of employer and support the employer in following works:

a. Contract Administration

The consultant shall take responsibility of contract administration in accordance with the provisions of the contract between the employer and the construction contractor and ensures the quality of works executed by the Contractor is as per the contract. The Consultant shall be responsible for construction supervision to ensure timely completion of the contract, providing instructions to the contractor, checking and approving Contractor's shop drawings, measurement of works executed by the Contractor, certification for payments for the works executed in conformity with the contract requirements and advises the client accordingly.

b. Review of Contractor(s)' Implementation Schedule

The Contractor(s)' proposed implementation schedule shall be reviewed thoroughly by the Consultant. Interrelations between the various activities shall be carefully reviewed particularly with respect to time allocation, commencement and completion dates. At the end of this procedure, an agreed implementation schedule shall be provided by the contractor(s) to the satisfaction of all parties.

c. Supervision of Construction Works

- i. The Consultant shall provide the necessary supervisory staff to be employed during the period of construction/interior in executive and supervisory capacities in respect of the construction contracts. The Consultant will be delegated with all normal duties and powers of the "Residential Engineer as a project manager" for the implementation of the project.
- ii. It will be the responsibility of The Consultant to supervise all operations from the award of the contract for construction to hand over of the buildings on behalf of the client and to ensure that the work of the Contractor(s) is carried out in a proper workmanship and expeditious manner and in accordance with the contract documents.
- iii. The Consultant will check, approve, reject and record, as the case may be eternal in the following:
 - a. Contractor(s)' construction plant and equipment
 - b. Materials of construction
 - c. Testing procedures and results

d. Construction of site works.

- iv. Review and approve all methods proposed by the Contractor(s) for permanent and temporary works, form work, etc. to ensure conformity with construction contracts and that the work can be carried out safely and in accordance with recognized and accepted practices.

d. Issue of Instructions to the Contractor(s):

These services will relate to the fulfilment of the contractor(s)' duties from drawing up and approval of the work program till the completion of works. The services will include issuing field instructions in writing as required relating to:

- A Quality of materials used in the works.
- B Equipment and methods of construction.
- C Supervision, checking and testing of works carried out.
- D Clarification of drawings and specifications.
- E Progress of works to ensure that the work program is adhered to.

e. Advice to the Client on Progress of Works

It is of our most importance that the progress of the works is in accordance with the programmed implementation schedule since the timely implementation of the project necessitates the strict adherence to the approved time table. The Consultant will keep the Client advised continuously as to work progress. If any deviation from the implementation schedule occurs, the Consultant will inform the Client about the necessary measures to be taken to avoid delay of the project.

f. Inspection and Testing of Works

- i. At all stages of implementation, the consultant shall carry out regular inspection of materials and workmanship and acceptance tests to ensure compliance with the specifications. Where work on site at any time during the implementation does not meet the requirements of the specifications, it shall remove or rectified.
- ii. Carry out inspection at time of substantial completion of the works and arrange, for issue of the Initial Hand-Over Certificate in coordination with the client.

g. Verification of Payment Certificates

- i. The consultant shall check, verify the measurements of works done by the Contractor and submitted through interim/final payment statements and certify payments due to the Contractor and request the client for approval and payments.
- ii. The Consultant shall, during the course of works, keep accurate records of all dates and quantities of work carried out, all payments made to the Contractor(s), and all materials and equipment supplied to the site.

h. Reporting of progress

- i. Monthly progress reports
- ii. Running Bills, Final Bills, and Work Completion Report etc.
- iii. Variation Works (if any), re-estimating and costing etc.

- iv. Running Bills, Final Bills, and Work Completion Report etc.
- V. Maintenance complete report.
- vi. Preparation and submission of Necessary documents requested by College.

4. Time Schedule

The time frame for the work will be same as construction period i.e.; 18 months.

However, the consultant is liable to provide service even if construction period extends beyond the above mentioned schedule.

5. Payment Schedule

The payment of the consultant's fee shall be made as follows:

- i. On the construction period (18 Months) -During Construction, payment will be done Monthly basis as per progress of the construction works and Payment will be made after submission of report and related documents.
- ii. On the Post Construction Period - Payment will done one Job, after Submitting the work completion report and Maintenance report. Payment will be made after submission of report and related documents.

Note : : Payments will be made normally within 30 days of receipt of consultant invoices, subject to the submission and approval of the necessary reports in relation to the invoice.

6. Tentative Staffing Requirements

The tentative staffing requirement of Key Personnel is as follows;

SN	Title	Qualification	Requirement	Total Work Experience
1	Team Leader-Architect/Civil Engineer	BE/M. Sc. in architectural/ Civil Engineering.	During Major Decisions/ Meeting	5
2	Civil Engineer	BE in Civil Engineering/ M. Sc. in Construction Management or Other Subject in Civil Engineering	Review the all works and supervision and monitoring the construction works, Scheduling, checking the contractors bills and forwarding for payment, submitting the project report (Monthly, final etc.), after the completion of project (Maintenance Period) checking all work if any defects, instruct to the contractor for maintenance. Submitting the work completion report and Maintenance report.	3
3	Structural Engineer	BE in Civil Engineering/ M.Sc. in Structural Engineering.	Review conformity of the construction work according to structural design, check reinforcements before concreting of structural components & check quality of materials used in structure.	3
4	Electrical Engineer	BE/ M.Sc. in Electrical Engineering.	Review conformity of construction work according to electrical drawings and check the works when needed.	3
5	Water supply and Sanitary Engineer	BE in Civil Engineering/ M.Sc. in Environment/Water supply and Sanitation Engineering.	Review of water supply drawings and check the work and verify it in accordance to sanitary drawing when needed.	3



Contract for Consulting Service

For

Construction supervision of Academic Building of College of Natural Resource Management, Bardibah -6, Mahattori

Between

**Collage Of Natural Resource Management,
Bardibas -6, Mahottari**

And

.....

Dated:



[Handwritten signature]
DR. S. S. RAO

.....



Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the..... between, on the one hand, **College Of Natural Resource Management, Bardibash -6, Mahottari** (hereinafter called the "Client") and, on the other hand,(hereinafter called the "Consultants").

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined Request for Proposal and ToR 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 Term of Reference (ToR);
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 RFP, ToR and provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the RFP, ToR and 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 **College Of Natural Resource Management**

..... **Principal**

For and on behalf of **Consultant**

.....

Witness

1

2



Conditions of Contract

Article 1

General

1.01 Description of Work

The work to be performed by the Consultant under this Contract consists of those described in the Terms of Reference set forth in the Appendix of this document.

1.02 Commencement Date

The Consultant shall commence the work from the date of signing of the Agreement.

Article 2

Organization and personnel

2.01 Personnel

The Consultant shall submit the name of the team leader in the field and the office work with proof of his qualification as well as experience. Any change in key personnel should have formal approval from The Collage.

Article 3

Payment to the Consultant

3.01 Payment to Consultant

The Rural Municipality shall pay to the Consultant in respect of the work done and/or as provided in the Contract.

3.02 Mode of Billing and Payment

The payment of the consultant's fee shall be made as follows:

- I. Monthly payment will be made as accordance to Attendance sheet approved by client.
- II. Other Payment regarding report will be made after submission of report and related documents. Payments will be normally made within 30 days of receipt of the consultant invoices, subject to the submission and approval of the reports required to be made with respect to the invoiced services.

3.03 Taxes

The Consultant is responsible for paying the necessary taxes as in force in the country.

Article 4

Reports

4.01 Reports

The Consultant shall submit to the Collage the reports as specified in the Terms of Reference and as directed by the Collage

Article 5

General Provisions

5.01 Performance of the Works



The Consultant shall carry out the Works with due diligence and efficiency and shall furnish the Collage the information related to the works as the Collage may from time to time reasonably request.

5.02 Records

The Consultant shall permit the duly authorized representative of the Collage to inspect such records and make copies thereof from time to time, and shall, if so requested by the Collage, submit the same to the Collage.

5.03 Insurance

If such item is included in the Bill of Quantities, the Consultant shall be responsible for indemnifying the Collage against all liabilities resulting out of this contract and shall provide an insurance coverage equivalent to the value of service. The insurance policy acceptable to the Collage shall be submitted after acceptance of the services and at the time of agreement. The insurance shall be valid for a period of **6 months beyond the date of completion of the contract.**

5.04 Ownership of Reports

All reports, maps, drawings, notes, specifications, statistics and other technical data compiled or prepared in performing the works shall be the property of the Collage. The Consultant may take copies of such documents and data but shall not use the same for any purpose unrelated to the works without the prior approval of the Collage.

5.05 Restricted maps

Restricted maps and aerial photographs required for the purpose of the study shall be acquired by the Collage at the Consultant's cost and shall be furnished to the Consultant for a limited time. Such maps and photographs shall be the property of the Collage.

5.06 Disposal of Data

Upon completion or termination of the work, the Consultant shall;

- (a) Sort and index the documents and data referred to above hereof and transmit the same to the Collage.
- (b) Return to the Collage any material furnished to the Consultant by the Collage for the purpose of the work.

Article 6

Termination of Contract

6.01 Condition of Termination of Contract

The Contract can be terminated at any time at the option of the Collage if:

- (a) Adequate progress is not being made
- (b) Quality of works is poor
- (c) Any other reason as stated in other parts of the tender documents.

6.02 Suspension

The Collage may, by notice to the Consultant, suspend in whole or in part the disbursement of funds there under if the Consultant shall have failed to carry out any of its obligations under this Contract.

Article 7

Miscellaneous

7.01 Authorized Representative of Consultant

Any section required or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed, on behalf of the Consultant by his authorized representative.

7.02 Authorized Representative of the Department

All orders, direction, and instruction given on behalf of the Collage to the Consultant shall given by the Collage of the work.



The Collage, on his/her discretion may depute an engineer for supervision of the works. The Consultant shall be responsible for the arrangement of the supervising engineer's travel and pay him/her daily allowances as per prevailing market rates. The overhead cost in such allowances shall not be more than 15%. (This clause is Not Applicable)

7.03 Variation

The Contract may be varied by the Agreement between the parties following the prevailing Public Procurement Act 2063. All such variations shall be in writing signed by the respective authorized representatives of the Consultant and the Department.

7.04 Confidential Information

Except with the consent of the Collage, the Consultant and its personnel shall not at any time communicate to any person any confidential information acquired in the course of the work, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the work.

7.05 Effective Date

This Contract shall become effective upon the date of signing of the Agreement under Article 1.02 of this Contract.

7.06 (a) Security Amount

N/A

(b) Income Tax

Advance Income Tax as per prevailing acts and rules shall be deducted from each running bill.

7.07 Consultant not to be Engaged in Certain Activities

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

7.08 Assignment

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

Article 8

Liquidated Damage

8.01 Liquidated Damages

If the Consultant should fail to complete the whole of the work in the stipulated time or any extension thereof granted under in the stipulated time or any extension there of granted under Article 8.03, penalty as per the prevailing Public Procurement Rules shall be imposed and deducted out of running bill or out of Security Deposit of the Consultant.

8.02 Extension of Time

Extension of time shall not normally be granted except in extraordinary situation like increase in quantity of work and so on. Extension of time may be granted to the Consultant by the Collage if it is necessary. The Consultant must apply in writing for extension of time well in advance as per the Financial Administrative Rules along with the supporting documents whenever necessary.

8.03 Award of Contract to other Consultant

If the Contract is terminated as per Article 6.01, the work shall be awarded to other Consultant by the Collage at its own discretion and the extra amount beyond the Contract amount to be paid to the newly appointed Consultant shall be recovered from the Consultant whose Contract has been terminated.

Article 9

Governing Laws & Dispute Resolution

9.01 **Law governing the Contract**

The Contract shall be governed by the Laws of Nepal.

9.02 **Dispute Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Laws or Nepal

Article 10

Special Provisions

10.01 **The Consultant to contact the Collage**

During the field works, the Consultant shall contact and consult with the Collage as indicated in the Work Orders for any information regarding the work or site etc.

10.02 **Submission of the Field books**

The Consultant shall submit signed original copy of the field as well as level books if required by the Collage.

10.03 **Defect Liability**

The Consultant shall be responsible for the correctness of their works even after acceptance of the Final Reports by the Collage. The Consultants shall bear full responsibility for the following:

- (a) Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information;
- (b) Correctness of the design and all the calculations;
- (c) Correctness of the drawings;
- (d) Correctness of any other details related to construction



PRICED BILL OF QUANTITIES

Construction supervision of Academic Building of Collage Of Natural Resource Management- Bardibas, Mahottari

SN	Particulars	Unit	Quantity	Rate <i>(Excluding VAT)</i>	Amount <i>(Excluding VAT)</i>
1	Consultancy Fee Construction Phase (for Construction Supervision)	Months	18	.....	.....
2	Consultancy Fee Post Construction Activity (After the Maintenance Period)	Job	1		
	Total excluding VAT				.....
	VAT 13%				.....
	Grand Total				.....

In words:

Signature of Consultant:

Signature of Client:

Name:

Name:

Date:

Date:

Designation:

Designation: Principal
Collage Of Natural Resource Management

Seal:

Seal:

Note: Although the supervision period of 18 months is mentioned in this contract, if the construction work is completed before the specified time, the supervision consultant will be paid only for the month of supervision.