



Government of Nepal

Date: March 26, 2017

## Request for Proposal (RFP)

Reference No.: CFGORRP/DHM-RFP/005/2017

Dear Proposers,

You are requested to submit a proposal:

*“To undertake a study to assess and measure progress on Outcome Level indicators of the Project” as per the enclosed Terms of Reference (TOR).*

1. To enable you to submit a proposal, attached are:

- |  |                    |
|--|--------------------|
| i. Instructions to Proposers                           | (Annex I)          |
| ii. Terms of References (TORs)                         | (Annex II.a/b/c/d) |
| iii. Proposal Submission Form                          | (Annex III)        |
| iv. Technical Proposal Format                          | (Annex IV)         |
| v. Price Schedule                                      | (Annex V)          |
| vi. General Condition                                  | (Annex VI)         |
| vii. Statement of Compliance with terms and conditions | (Annex VII)        |

2. Your offer comprising of technical and financial proposal for above task, in two **separate sealed envelopes**, should reach the following address no later than **05:00 PM NST on April 4, 2017** to the Project Management Unit. If the deadline for proposal submission fall under public holiday, then the next working day will be added up.

**National Project Director**  
**Community Based Flood and Glacier Lake Outburst Risk Reduction Project (CFGORRP)**  
**Department of Hydrology & Meteorology (DHM)**  
**Fourth Floor**  
**Nagpokhari, Kathmandu, Nepal**  
**Tel: 014436895, 014436896**

Proposals that are received by CFGORRP/DHM after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Should you require further clarifications, kindly communicate with the contact person identified in the RFP document as the focal point for queries on this RFP.

CFGORRP/DHM looks forward to receiving your proposal and thank you in advance for your interest in CFGORRP/DHM procurement opportunities.

Yours sincerely,

(Dr. Rishi Ram Sharma)  
National Project Director

## Annex I

### INSTRUCTIONS TO PROPOSERS

#### A. Introduction

##### Definitions

- a. "Contract" refers to the agreement that will be signed by and between the CFGORRP/DHM and the successful proposer, all the attached documents thereto, including the General Terms and conditions and the appendices.
- b. "Day" refers to calendar day.
- c. "Government" refers to the Government of Nepal that will be receiving the services provided/rendered specified under the contract.
- d. "Instructions to Proposers" (Annex I of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.
- e. "Proposal" refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- f. "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by CFGORRP/DHM through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by CFGORRP/DHM for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- h. "Services" refers to the entire scope of tasks and deliverables requested by CFGORRP/DHM under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by CFGORRP/DHM to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- j. "Terms of Reference" (ToR) refers to the document included in this RFP as Annex II which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and service expected of the successful proposer.

##### 1. General

Community Based Flood and Glacial Lake Outburst Risk Reduction Project (CFGORRP) is a joint undertaking of the Government of Nepal/MoPE/DHM, Global Environment Facility (GEF) and United Nations Development Programme (UNDP) Nepal. The overall objective of the Project is to reduce human and material losses from Glacial Lake Outburst Flood (GLOF) events in Solukhumbu District and catastrophic flooding events in the Terai and Churia Range of Nepal. Department of Hydrology

and Meteorology (DHM) is the lead Project Executing Agency. CFGORRP/DHM is soliciting proposal from interested firms/companies to provide service:

*“To undertake a study to assess and measure progress on Outcome Level indicators of the Project”*

## 2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, CFGORRP/DHM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## B. Solicitation Documents

### 3. Contents of solicitation documents

Proposals must offer services for the each requirement. Proposals offering only part of the requirement will be accepted. The Proposer is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer’s risk and may affect the evaluation of the Proposal.

### 4. Clarification of solicitation documents

A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring CFGORRP/DHM entity in writing at the organisation’s mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only): **CFGORRP/DHM Procurement Unit, [info.cfgorrrp@dhm.gov.np](mailto:info.cfgorrrp@dhm.gov.np)**

Subject line of Email:

*“To undertake a study to assess and measure progress on Outcome Level indicators of the Project”,*

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on **March 28, 2017**. **CFGORRP/DHM** shall upload the response of inquiries in the website by **March 29, 2017**. <http://cfgorrrp.dhm.gov.np/procurement-notice-2/>

**Inquiries received after the above date and time shall not be entertained.**

Any delay in **CFGORRP/DHM’s** response shall be not used as a reason for extending the deadline for submission, unless **CFGORRP/DHM** determines that such an extension is necessary and communicates a new deadline to the Proposers.

Note: This email address is officially designated by **CFGORRP/DHM**. The subject line of the email for query should be same as mentioned above.

**CFGORRP/DHM** shall have no obligation to respond nor can **CFGORRP/DHM** confirm that the query was officially received;

- When inquiries are sent with the different subject line even to the designated email address.
- When inquiries are sent to other person/s or address/es, even if they are **CFGORRP/DHM** staff.
- For queries for which information is already available in the bidding document.

## 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring CFGORRP/DHM entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment.

In order to afford prospective Proposers reasonable time in which to take the amendments into account in preparing their offers, the procuring CFGORRP/DHM entity may, at its discretion, extend the deadline for the submission of Proposals.

All amendments to the Solicitation Documents, if any will be uploaded in the website mentioned above.

## C. Preparation of Proposals

### 6. Language of the proposal

The Proposals prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and the procuring CFGORRP/DHM entity shall be written in English language, in case and otherwise prescribed in the ToR. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization, including organizational structure and policies
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed CVs of the proposed team

- g) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- h) Price schedule, completed in accordance with clauses 8 and 9,

**8. Proposal form**

The Proposer shall structure the operational and technical part of its Proposal as follows:

**(a) Management plan**

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Proposer's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Proposer should comment on its experience in similar projects and identify the person(s) representing the Proposer in any future dealing with the procuring CFGORRP/DHM entity.

**(b) Resource plan**

This should fully explain the Proposer's resources in terms of personnel (Team Leader and Experts) and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

**(c) Proposed methodology**

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any financial pricing information whatsoever on the services offered. Financial information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Proposer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Proposer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in **NPR** (Nepalese Rupee).

**11. Period of validity of proposals**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring CFGORRP/DHM entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring CFGORRP/DHM entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring CFGORRP/DHM entity may solicit the Proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

**12. Format and signing of proposals**

Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorised to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialled by the person or persons signing the Proposal.

**13. Payment**

CFGORRP/DHM shall make payments to the Contractor after acceptance by CFGORRP/DHM of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

**D. Submission of Proposals**

**14. Sealing and marking of proposals**

(a) The outer envelope shall be:

Addressed to:

**National Project Director**

**Community Based Flood and Glacier Lake Outburst Risk Reduction Project (CFGORRP)**

**Department of Hydrology & Meteorology (DHM)**

**Fourth Floor**

**Nagpokhari, Kathmandu, Nepal**

**Marked with Task:–**

*“To undertake a study to assess and measure progress on Outcome Level indicators of the Project”*

- (b) The proposal shall contain the information specified in Clause 8 (*Proposal form*) above. The inner envelope shall include the price schedule duly identified as such.

**15. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and
- (ii) if they are awarded the contract, the contract shall be entered into, by and between CFGORRP/DHM and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to CFGORRP/DHM, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of CFGORRP/DHM.

Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by CFGORRP/DHM.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

In the joint venture, consortium or association, the organization strengths and or eligibility criteria shall be counted from the lead organization only. Failure to present eligibility criteria by the lead organization will subject to disqualification of the proposal.



Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by CFGORRP/DHM as the most responsive Proposal that offers the best value for money, CFGORRP/DHM shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

**16. Deadline for submission of proposals**

Proposals must be received by the procuring CFGORRP/DHM entity at the address specified under clause *Sealing and marking of Proposals* no later than **April 4, 2017**, 05:00 PM Nepal Standard Time (NST). If the deadline for proposal submission fall under public holiday, then the next working day will be added up.

The procuring CFGORRP/DHM entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring CFGORRP/DHM entity and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Proposals**

Any Proposal received by the procuring CFGORRP/DHM entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

**18. Modification and withdrawal of Proposals**

The Proposer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring CFGORRP/DHM entity prior to the deadline prescribed for submission of Proposals.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **19. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring CFGORRP/DHM entity.

### **20. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Proposer for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **21. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

### **22. Evaluation and comparison of proposals**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal of the Proposal will be opened only for submissions that passed the minimum technical score of 70% (490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and RFP.

In the Second Stage, the price proposal of all Proposers that have attained minimum 70% score in the technical evaluation will be compared. The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered} *}{\text{Bid of the Firm/Proposer}} \times 300$$

\* "Lowest Bid Offered" refers to the lowest price offered by Proposers scoring at least 70% points in technical evaluation.

### **Technical Evaluation Criteria**

<b>Summary of Technical Proposal Evaluation Forms</b>		<b>Score Weight</b>	<b>Points Obtainable</b>
1.	Expertise of Firm/ Organization	26%	180
2.	Proposed Methodology, Approach and Implementation	60%	420
3.	Management Structure and Key Personnel	14%	100
<b>Total</b>			<b>700</b>

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

#### **Form 1:** Expertise of Firm / Organisation Submitting Proposal

The minimum experience of the firm/expert should be as described in the detail ToR.

#### **Form 2:** Proposed methodology, approach and implementation

Please provide a detailed description of the methodology for how the organisation/firm/expert will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

The methodology shall also include details of the Proposer's data gap analysis, data collection tools, techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.

The Proposer shall submit Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timings.

#### **Form 3:** Management structure and key personnel

Describe the overall management approach and structure toward planning and implementing this activity.

Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement.

Provide the CVs for key personnel (Team Leader and professional staff) that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

**Key position of technical personnel for the package and the expected qualifications are described in the detail ToR.**

**Form 4: Scoring System of Technical Proposal:**

## 4.1 Scoring for expertise of Firm/ organisation submitting proposal:

<b>S.No</b>	<b>Description</b>	<b>Maximum Obtainable Marks</b>
1	Demonstrated ability to perform the task with adequate number of staff	30
2	Prior relevant experience	100
3	Working experience with MoPE-DHM and UNDP	50
	<b>Total</b>	<b>180</b>

## 4.2 Scoring for proposed methodology, approach and implementation:

<b>S. No.</b>	<b>Description</b>	<b>Maximum Obtainable Marks</b>
1	Organization and management	10
2	Presentation in the documents	40
3	Understanding of assignment, methodology proposed for the activity (clarity and completeness) and presentation	150
4	Measurability of the project objectives and practical usefulness of the indicators formulating measuring success	90
5	Logical coherence between objectives, results, activities and resources	80
6	Providing working schedule in chronological order	50
	<b>Total</b>	<b>420</b>

## 1.3 Scoring for management structure and key personnel:

<b>S.No</b>	<b>Description</b>	<b>Maximum Obtainable Marks</b>
1	Relevant qualification and experience of professional expert	80
2	Relevant qualification and experience of Key personnel (if applicable)	20
	<b>Total</b>	<b>100</b>

**23. Award criteria, award of contract**

The procuring CFGORRP/DHM entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the contract will be awarded to the one or multiple technically qualified Proposers obtaining the highest combined score (financial and technical) in each package by the procuring CFGORRP/DHM entity.

**24. Procuring CFGORRP/DHM entity's right to vary requirements at time of award**

The procuring CFGORRP/DHM entity reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

**25. Signing of the contract**

Within 7 days of receipt of the contract the successful Proposer shall sign and date the contract and return it to the Purchaser.

## **Annex II**

### **TERMS OF REFERENCE (TOR)**

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**Please refer to respective ToR as:**

*“To undertake a study to assess and measure progress on Outcome Level indicators of the Project”*





## Annex IV

### TECHNICAL PROPOSAL FORMAT

#### i) RFP Information

##### RFP Title:

*“To undertake a study to assess and measure progress on Outcome Level indicators of the Project”*

#### Basic Organization Information

Name of the organization:

Contact person’s name:

Contact details :

Telephone:

E-mail:

Address:

#### ii) Organizational Profile:

*Provide brief information on the structure of your organization and the field(s) and location(s) in which your organization operates. (Maximum of one pages)*

#### iii) Organization’s Experience

*Provide a detailed information on organizational expertise and previous work your organization has undertaken in the field of similar baseline survey. (Maximum of two pages)*

#### iv) Technical Proposal

*Provide a detailed description of how your organization proposes to implement the above ToR. (Maximum of five pages) Please include the following:*

- A) A detailed implementation schedule (work plan), manpower schedule, and narrative on how you would approach/ intend to meet the deliverables mentioned in the TOR.*
- B) A detailed outline of the approach taken to supervise and monitor the project to ensure all components can be delivered on time and to a high quality.*
- C) Identification of any risks and/or obstacles your organization may encounter while undertaking this project, how they may impact your ability to meet the deliverables, and how you might address these to ensure successful delivery.*

**v) Human Resources**

*Provide details of the human resources of your organization that will be employed to undertake this task. Submission of CVs of all members of proposed team is highly recommended. (Including signed CVs of expert)*

## **Annex V**

### **PRICE SCHEDULE**

The Proposer is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14(b) of the Instruction to Proposers.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The specification has been developed for the package. The name and number of package shall be clearly mentioned in the proposal cover page, cover letter and inside proposal.

*“To undertake a study to assess and measure progress on Outcome Level indicators of the Project”*

**The Proposer shall submit separate set of technical and financial proposals in two separate envelops for the tasks.**

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

- A. **Cost Breakdown per Deliverables**  
**Refer to the scope of works and deliverables in detail ToRs.**

<b>Price Schedule for: _____</b>					
<b>Request for Proposals for Services</b>					
	<b>Description of Activity/Item (Based on Scope of Works or deliverables described in different ToR)</b>	<b>Number of persons needed to deliver (A)</b>	<b>Number of days needed to deliver (B)</b>	<b>Unit Price/ Daily rate (C)</b>	<b>Total Amount (AXBXC)</b>
<b>1</b>	<b>Professional Service charges</b>				
	a) Team Leader (1)				
	b) Field Coordinator (2)				
	c) Enumerator (10)				
<b>2</b>	<b>Field Expenses</b>				
	a) DSA				
	b) Travel Cost (including local travel)				
<b>3</b>	<b>Other Cost</b>				
	<b>TOTAL COST</b>				
	<b>VAT 13%</b>				
	<b>GRAND TOTAL</b>				

(Amount in Word: .....)

***N.B. Administrative and all other associated costs need to be built into the respective line items proportionately. Number of lines may be added as per the requirement.***

*Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline is allowed.*

## **Annex VI**

### **GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK**

#### **1. Force Majeure**

Without prejudice to their rights the CFGORRP/DHM and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event and during such event the rights and obligations of either party shall automatically be suspended.

#### **2. Arbitration**

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

#### **3. Termination**

Either party may terminate this contract at any time by giving the other party fourteen (14) days notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by CFGORRP/DHM on a pro rata basis.

#### **4. Law Applicable**

This contract shall be governed by the law of Government of Nepal and project guidelines.

#### **5. Independent Relationship**

Nothing contained in the contract shall be construed as establishing or creating between CFGORRP/DHM and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis CFGORRP/DHM.

#### **6. Party's General Responsibilities**

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.

**7. Workmen's compensation and other insurance**

The party shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of the task. All costs involved will be borne by the party.

**8. Source of Instruction**

The party shall neither seek nor accept instructions from any authority other than CFGORRP/DHM's and UNDP's authorized agent in connection with the work under the contract.

**9. Prohibition on conflicting activities**

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of CFGORRP/DHM in respect of this project.

**10. Officials not to benefit**

The party warrants that no UNDP or CFGORRP/DHM official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

**11. Assignment**

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of CFGORRP/DHM.

**12. Records, Accounts, Information and Audit**

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to CFGORRP/DHM and UNDP any records or information, oral or written, which CFGORRP/DHM may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow CFGORRP/DHM and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

**13. Language**

Unless otherwise specified in the task, English language shall be used by the party in all written communications to CFGORRP/DHM with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

**14. Confidential Nature of Documents**

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of CFGORRP/DHM, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of CFGORRP/DHM and UNDP. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

**15. Amendments**

The terms and conditions of this task may amended only in writing signed by both parties to this task or their duly authorized representatives.

**16. Obligation to inform CFGORRP/DHM of changes in conditions**

The party shall promptly and fully notify CFGORRP/DHM in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, CFGORRP/DHM shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

**17. Taxation**

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at source.

**18. Right of CFGORRP/DHM**

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, CFGORRP/DHM may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event CFGORRP/DHM may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of CFGORRP/DHM.

**19. Late Delivery**

Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with CFGORRP/DHM to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the party's cost (unless the delay is due to Force Majeure), if reasonably so requested by CFGORRP/DHM.

**20. Settlement of Disputes**

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination or invalidity thereof.



## Annex VII

### STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

**MUST BE DULY COMPLETED AND RETURNED WITH QUOTATION.**

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
<b>CONDITIONS:</b>	Instruction to Proposers – Annex I	
	Terms of Reference (ToR) – Annex II	
	Proposal Submission Form – Annex III	
	Technical Proposal Format – Annex IV	
	Price Schedule – Annex V	
	General Terms and Conditions in Execution of the Task – Annex VI	
	Statement of Compliance with Terms and Condition – Annex VII	
<b>TIMELINE:</b>	Refer to detail ToR	
<b>PAYMENT TERMS:</b>	Refer to detail ToR	
<b>VALIDITY OF PROPOSAL:</b>	<u>Minimum 90 days</u>	
<b>CURRENCY OF PRICES</b>	<u>Must</u> be in Nepalese Rupees.	

**Submitted by:**

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: